

Santee Community School
Board of Education Regular Meeting
Monday, March 2, 2020

I. Opening the Meeting

- A. Call to Order
- B. Nebraska Open Meetings Law
- C. Publication of Meeting
- D. Roll Call

II. Celebrations of Excellence

- A. Winter Athletic Teams: Boys and Girls Basketball
- B. Hand Game Team(s)
- C. Dr. Mausbach Presentation (NDE Consultant)
- D. Jeff Cole Presentation (community partner)

III. Public Comment

IV. Approval of the Consent Agenda

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- A. Monthly financial report
- B. Minutes of the February 13, 2020 and the February 22, 2020 meeting of the board
- C. Certified/classified Hire(s)/Reassignment(s)/Resignation(s)

V. **Reports**

- A. NWEA MAPS Report
- B. Attendance Reports
- C. Review Student Attendance Policy #5001

VI. **Action Items**

- A. Consider and approve the Superintendent contract
- B. Discuss, consider, and approve the form renewal agreement, and authorize Superintendent Hayes to deliver renewal agreements.
- C. Discuss, consider and approve the ESU #1 Service Contract for 2020-2021.
- D. Approve the agreement by Great Plains Communications to conduct fiber work in the amount of \$11,781.51.

VII. **Adjourn**

VIII. ***Closed Session:** If, during the course of the meeting discussion of any item on the agenda should be held in closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

IX. ****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

X. *****Action Items:** The board reserves the right to take action on any item one the board agenda.

5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the temporary illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 3 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student’s attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Adopted on: _____
Revised on: _____
Reviewed on: _____

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SANTEE COMMUNITY SCHOOL

THIS CONTRACT is made by and between the Board of Education of Santee Community Schools, referred to as "the Board" and "the school district" respectively, and Justin Hayes, referred to herein as "the Superintendent." 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 three years beginning on July 1, 2020, and expiring on June 30, 2022. References in this contract to "contract year" shall mean the period from July 1 through June 30th and generally, unless otherwise required to perform the Superintendent's duties, shall consist of all days except Saturdays, Sundays, and legal holidays (as outlined in the staff handbook). The Superintendent and Board understand that work on those days and outside of the traditional 8 AM to 4 PM workday will occur, and that the Superintendent will work as many days and hours as necessary to complete his duties.

Section 2. Base Salary and Other Compensation. The Superintendent's salary for the 2020–2021 contract year shall be \$128,000. Salary shall be paid in conformity with the Board's practice of paying the salaries of other professional employees of the District. For the 2021-2022 contract year, the Board shall increase the salary by 7% to \$136,960. In addition to the Superintendent's base salary, the Board wants to incentivize the Superintendent to achieve specific benchmarks and will pay additional compensation for achieving them, which are contained in Attachment A, hereto, and incorporated fully herein. 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 3. Renewal or Amendment 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 during the second year of this contract, and each subsequent contract year, 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 then-current expiration date. For example, to initiate the nonrenewal process, the Board may pass a motion "to consider the nonrenewal of the Superintendent's contract," and the Board representative must provide the Superintendent with written notice of the Board's action on or before the seventh day after the applicable regular December Board meeting; otherwise the contract will renew for a period of one year. The Superintendent shall remind the Board in writing of this provision no later than its

regular November meeting of each contract year in which renewal is scheduled to occur, and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each applicable year of this contract. At all times the Superintendent will ensure the District is in compliance with the Superintendent Pay Transparency Act.

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 him. By written 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. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the current State of Nebraska mileage reimbursement rate.

Section 9. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Full-family health, dental insurance and vision insurance through Educators Health Alliance Blue Cross and Blue Shield, or the District's then-current provider.
- b. Long-term Disability Insurance: the Superintendent will pay the cost of the LTD insurance, and the Board will increase his salary in the amount of the premiums;
- c. Life Insurance: Term life insurance with total-death benefit of ten-thousand dollars (\$10,000).
- d. Vacation leave: The Superintendent will be allowed 25 working days annually of vacation leave each contract year. Vacation leave may be used in a manner and at times selected by the Superintendent, provided vacation leave chosen does not interfere with the Superintendent's duties required by the Board of Education. If any vacation days remain at the end of any contract year, the Board agrees to pay the Superintendent at a rate of \$492 (superintendent's yearly salary divided by 260 days; for future years) for each accrued, unused day each contract year. The Superintendent shall record his use of vacation days and shall keep such records current and on file in the District's central office.
- e. Sick Leave: The Superintendent shall be entitled to 10 sick leave days per year, with a maximum accrual of 50 days. There is no payment for accrued, unused sick leave days upon separation of employment.
- f. Professional Dues: The District will pay the annual dues of the Superintendents membership in the professional organizations which the Board approves annually. Please see list below; this is not an all inclusive list
 - i. Nebraska Council of School Administrators
 - ii. National Indian Education Association
 - iii. National Indian Impacted Schools Association
 - iv. National Association of Federally Impacted Schools
 - v. American Association of School Administrators
 - vi. Association for Supervision and Curriculum Development
- g. Professional Development: The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. He may attend appropriate professional meetings at the local, state, regional and national level. The Board will pay for valid expenses of attendance at these meetings provided that the Superintendent shall obtain Board approval in advance of any meeting at the national level.
- h. Retirement: The Nebraska School Employees Retirement Act applies to the Administrators employment hereunder.

Section 10. 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 11. Superintendent's Dwelling. The provision of housing in teacherage house and payment of utility expenses, paid by the district.

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. For example, if the Superintendent has served three months, the Superintendent shall receive one-fourth of their annual salary; if the Superintendent has served four and one-half months, the Superintendent shall receive 37.50 percent of their annual salary (4.5 divided by 12) The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

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. The superintendent shall be evaluated once a year thereafter. The superintendent shall provide the Board with the written evaluation instrument that is on file with the Nebraska Department of Education; and make his evaluation an agenda item for the regular December board meeting during each year of this contract.

Section 15. Legal Actions. The District shall include the Superintendent as a named insured in its liability and errors and omission insurance policies. The Board shall, to the full extent permitted by law, defend, hold harmless and indemnify the superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or in his official capacity as an agent and/or employee of the school district, provided that the incident arose while the Superintendent was acting (or in good faith reasonably believed that he was acting) within the scope of his employment as Superintendent of the District.

Section 16. Physical or Mental Examination and Disability. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to

the Board must address whether the Superintendent is able to perform the "essential functions" of his position. 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 30 days, 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 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 as per state statute.

Section 19. Written Acceptance of Employment. If the Superintendent does not accept and deliver one signed copy of this contract to the Board within 12 calendar days after its approval by the Board, this contract is null and void.

Section 20. Severability. 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 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 _____, 2019

President, Board of Education

Executed by the Superintendent this ____ day of _____, 2019

ATTACHMENT A

Goal and Benchmark Incentive Pay

Upon meeting any of the goals or benchmarks below, the Board will provide the Superintendent with the corresponding compensation. The Superintendent shall provide proof of completion of each goal or benchmark for which the Superintendent seeks the incentive pay at the next Board meeting, and upon Board approval, the incentive pay will be paid to the Superintendent during the District's next regular pay period:

Goal #1

Graduation Rate after the 2nd contract year:

- 4 year cohort 65% and 7 year cohort 73%

Incentive Pay: \$6,000 for each year in which the stated goal is met

Goal #2

Proficiency % at grade K-6 during the 2nd contract year:

- 10% of students K-6
-

Incentive Pay: \$6,000 for each year in which the stated goal is met

Goal #3

The District is removed from its "Priority Status" designation by the Nebraska Department of Education.

Incentive Pay: \$12,000 (one-time payment and availability)



Educational Service Unit #1

"Providing Innovation, Leadership and Service"

211 Tenth Street • Wakefield, NE 68784-5014

402.287.2061 • Fax 402.287.2065

www.esu1.org

Dr. Bill Heimann, Administrator

SERVING: CEDAR • DAKOTA • DIXON • KNOX • THURSTON • WAYNE COUNTIES

2020-21 SERVICE CONTRACT

This Agreement is made and entered into by and between District No. 505, a/k/a Santee Public School ("School District") and Educational Service Unit #1 ("ESU #1").

For good and valuable consideration, School District and ESU #1 agree as follows:

1. Term of Agreement. The term of this Contract shall commence August 1, 2020 and end July 31, 2021. In the event of a material breach of this Contract by either of the parties, the non-breaching party may give a notice of the breach to the other party and, in the event the breach is not cured within twenty days of the notice, immediately cancel or rescind this Contract.

2. Services. ESU #1 shall deliver the services described in the attached Exhibit "A" to School District. The services shall be provided in compliance with applicable legal requirements. ESU #1 reserves the right to assign such personnel to deliver the contracted services as it determines appropriate and reserves the right, in its sole discretion, to make all personnel, administrative, and operational decisions with respect to ESU #1 operations and services which do not directly impair it from providing the contracted services pursuant to this Contract. It is agreed that in the event ESU #1 determines, in its discretion, that it is not able to reasonably provide a particular service(s) set forth in Exhibit "A," ESU #1 may give notice of such to School District and cease providing such service(s), in which event School District shall not be required to pay for such service(s) to the extent such are not delivered. Such event shall not affect the responsibilities of ESU #1 or School District related to providing and paying for the other services set forth in Exhibit "A."

3. Payment for Services. ESU #1 shall, in good faith, determine its costs incurred or to be incurred in connection with the contracted services in accordance with internal cost accounting systems, methods and techniques deemed appropriate by ESU #1. The estimated costs set forth in the attached Exhibit "A" are estimates only and shall not serve as a limit to the amount due to ESU #1. Upon determination of such costs, ESU #1 shall submit to School District a quarterly statement setting forth the amount due to ESU #1 from School District in accordance with this Contract. Such amount shall be due and payable upon receipt by School District. Additional statements for supplemental services may be incurred.

4. Indemnification. School District hereby agrees to indemnify, defend, and hold ESU #1 harmless from any and all costs and liabilities arising from performance under this Contract, including but not limited to damages and other monetary remedies, and attorney fees and costs incurred, except for intentional wrongdoing or negligence by ESU #1 or its employees or agents. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Contract.

5. E-Verify. ESU #1 shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

6. Relationship. It is agreed that the parties are independent contractors and that neither party or their employees or agents shall be deemed by virtue of this Contract to be employees of the other party.

7. Authority. The terms of this Contract set forth the entire agreement of the parties with respect to the subject matter of this Contract; there are no other agreements, written or oral, except those which are set forth or specifically referenced in this Contract. This Contract may be amended only by a duly approved written amendment or addendum. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska and be binding upon the parties hereto and their successors. Each party acknowledges and represents that the persons executing this Contract have full, unconditional authority to execute the Contract on the behalf of the entity for which they are signing.

<p>Educational Service Unit #1 By: <i>Bill Heimann</i> Administrator Dated: February 7, 2020</p>	<p>Santee Public School Signature _____ Print Name <i>Justin Hayes</i> Title: <i>Superintendent</i> Dated: _____</p>
--	---

EXHIBIT "A"
2020-21

SCHOOL Santee Public School

DATE February 7, 2020

Services	Rate	F.T.E.	Hours	Total
Vision/O&M Teacher	122.00			0.00
SPED Consultant	111,500.00			0.00
Speech Therapy	99,000.00	0.90		89,100.00
Speech Para	68,500.00			0.00
Deaf Educator	116.00			0.00
Audiologist	121.00		12.00	1,452.00
Psychologist	99,500.00	1.05		104,475.00
Physical Therapy	123.00		4.00	492.00
Occupational Therapy	123.00		100.00	12,300.00
Transition	112,000.00	0.05		5,600.00
Nursing Services	93,500.00			0.00
Mental Health	84,000.00	0.40		33,600.00
Tower Outreach	90,000.00	0.10		9,000.00
In-service	50.00		10	500.00
Program Supervision (8%)				20,521.52
PSP/ Early Intervention	120.00		250.00	30,000.00
ECSE Centerbase				
Subtotal				307,040.52
Tower School	33,750.00	2.00		67,500.00
Nonreimbursable	3,000.00			6,000.00
Subtotal				73,500.00

Other Services:
.....
.....

TOTAL CONTRACT **\$380,540.52**