Arapahoe Public School Board Meeting Agenda
Arapahoe Public School Board Room
Friday, October 30, 2026 at 7:00 AM
610 Walnut St., Arapahoe, NE 68922

Mission Statement
Arapahoe Public Schools is equipped to motivate students in a safe and positive environment while preparing them to be successful and responsible citizens within a global society.

Belief Statement
The Arapahoe Public Schools believes that education must serve the individual pupil in light of his/her capacities and abilities as well as provide a suitable and well-balanced learning environment in the areas of physical, mental, emotional, cultural, social, moral and spiritual maturity.

About the Agenda

1) Opening the Meeting
   a) Call to Order
   b) Pledge of Allegiance
   c) Nebraska Open Meetings Act
   d) Publication of Meeting/Sign Acknowledgement of Receipt of Meeting Notice
   e) Roll Call
   f) Excuse Board Member Absences
2) Welcome Visitors
3) Public Comment on Agenda Items
4) Discussion Item(s)
5) Action Item(s)
   a) Discuss, consider, and take action on Superintendent Contract
6) Personnel
7) Public Comment - Open
8) Future Meetings

a) Finance Committee meeting on TUESDAY, November 10, 2026 at 6:00 pm

b) Regular Monthly Board meeting - TUESDAY November 10, 2026 7:00pm

9) Adjourn

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

1. Protection of the public interest; or
2. The prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.
3. Negotiations

Copy of Open Meetings Act: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room.

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

***Action Item:** The board reserves the right to take action on an item listed on the board agenda.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please stand and state your name and current address to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

Arapahoe Public Schools

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Furnas County School District 33-0018, a.k.a. Arapahoe-Holbrook Public School, hereinafter referred to as "the Board," and Dr. Damon McDonald, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on the 30th day of October 2026, 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 three (3) years, beginning on the 1st day of July, 2027, and expiring on the 30th day of June, 2030, that can be extended in one (1) year increments in accordance with law. A "contract year" for purposes of this Contract shall be from July 1 to June 30. Notice of intent to non-renew in the final year of the Contract shall be given to the Superintendent on or before April 15 of the final year of the contract.

2. **Salary:** The annual salary shall be: One Hundred Seventy-Five Thousand Dollars ($175,000.00) for 2027-2028, TBD for 2028-2029, and TBD for 2029-2030. The salary and benefits are apportioned with respect to the Superintendent's duties as follows:

Service	Salary	Benefits
Superintendent Services	$175,000.00 Per Year (2027-2028) TBD Per Year (2028-2029) TBD Per Year (2029-2030)	**Health Ins:** Family coverage, currently covered by AHPS Spouse. $0 per year. **Dental Ins:** Family coverage, 50/50 split with current AHPS Spouse. 2027-2028 cost per year TBD. **Disability Ins:** 2027-2028 cost per year TBD. **Retirement:** 2027-2028 Rate TBD.

The annual salary for the second year and any subsequent year of the contract will be set by the Board; such 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 professional staff 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 School 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 School 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. Vacation Leave Benefits: The Superintendent shall be allowed 20 working days of vacation leave during each contract year to be used in a manner and at times selected by the Superintendent; provided that such vacation leave shall not be taken such as to interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). Since the Board feels that periodic vacation is beneficial to "recharge," the Superintendent shall use vacation and this vacation leave shall not be allowed to accrue from year to year. The maximum number of vacation days that can be accumulated is 20. Once the maximum vacation is accumulated, no further vacation days are earned or granted until the accumulated vacation days is less than the maximum, and then only to the extent necessary to restore the vacation time to the maximum. In addition, the Superintendent is not expected to work during scheduled school breaks.

b. Discretionary Leave Benefits: The Superintendent shall further be entitled to 12 days annually, accumulative to 40 days of discretionary leave. Leave may only be taken in 2-hour/0.25 day, 4-hour/0.50 day, or 8-hour/1.00 day increments. Unused discretionary days will be paid out at half the substitute rate to retiring Administrators that have served the District 12 or more years. The Superintendent shall maintain a current log of used vacation and discretionary leave days with the Board President.

c. Health and Dental Insurance: The Superintendent shall be provided group health, family dental insurance, and long-term disability benefits in the same manner as granted to teachers of the District.

d. 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 Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, District shall pay Superintendent's annual dues to the Nebraska Council of School Administrators and to the American School Superintendent's Association (ASSA).

e. Transportation Expenses: The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.

f. Indemnity: The Board agrees to indemnify and hold the Superintendent harmless from any expense or liability the Superintendent may incur, in the Superintendent's individual capacity or as an agent and employee of the School District, as the result of claims, demands, suits, actions, and other legal proceedings asserted against the Superintendent and arising out of actions taken within the scope of the Superintendent's authority and employment duties. Appropriate liability insurance coverage shall be provided, at School District expense, for the benefit of the Superintendent. In no event will individual Board members be personally liable for indemnifying the Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Superintendent and the legal position of the School District, the Superintendent may, with the consent of the Board, engage separate counsel for the Superintendent's defense. In that event, the School District will pay all attorneys' fees and other expenses incurred for defense of the Superintendent.

g. Other Benefits. Cell phone stipend of $75/month. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. **Duties:** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions 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. 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 of the District. The Superintendent shall in all respects 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.

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 once each contract year 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 to remind the Board of the need to evaluate.

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 or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) "the Superintendent's failure to notify in writing the President of the Board of Education that the Superintendent intends to continue employment as Superintendent in the District by March 15th of the final year of the Contract or any extension of the Contract term;" and (7) 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. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount that 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 twelve months in the annual salary period in which termination occurs. 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.

   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, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

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 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 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. **Residency within the District:** By December 1, 2027, the Superintendent shall move into and continually reside within the School District's boundaries during the term of this Contract and any Contract extensions.

10. **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.

11. **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.

Executed this 30th day of October 2026.	Executed this 30th day of October 2026.
Board of Education of Furnas County School District 33-0018, a/Ida Arapahoe-Holbrook Public School	Board of Education of Furnas County School District 33-0018, a/Ida Arapahoe-Holbrook Public School
Superintendent	Board President
	Board Clerk