

Board of Education Regular Meeting

Thursday, January 9, 2025 6:00 PM

Room 810, Elm Creek High School  
230 Calkins Avenue  
Elm Creek, NE 68836

1. **OPEN THE MEETING**
  - 1.1. **Call to Order**
    - 1.1.1. **Publication of Meeting**
    - 1.1.2. **Nebraska Open Meetings Law**
    - 1.1.3. **Pledge of Allegiance**
    - 1.1.4. **District Mission Statement**
  - 1.2. **Board Member Roll Call**
2. **BOARD MEMBERS' OATH OF OFFICE AS PER POLICY 2004**
3. **BOARD MEMBERS' CONFLICT OF INTEREST STATEMENT AS PER POLICY 2005**
4. **REVIEW OF BOARD MEMBERS' ETHICS/CODE OF CONDUCT AS PER POLICY 2012**
5. **ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION AS PER POLICY 2002**
  - 5.1. **Adjourn Sine Die**
  - 5.2. **Election of President of the Board of Education**
  - 5.3. **Convene the Board of Education**
  - 5.4. **Election of Board Officers**
  - 5.5. **Appointments by Board President to Committees**
6. **DESIGNATE KSB AS LEGAL COUNSEL FOR THE 2025-2026 SCHOOL YEAR AS PER POLICY 2014**
7. **DESIGNATE FIRSTIER BANK AS THE FUND DEPOSITORY FOR THE 2025-2026 SCHOOL YEAR AS PER POLICY 3002**
8. **DESIGNATE THE BEACON OBSERVER AND/OR KEARNEY HUB AS THE DISTRICT NEWSPAPERS OF RECORD FOR THE 2025-2026 SCHOOL YEAR AS PER POLICY 2008**
9. **APPOINT BRANDON MARQUEZ AS THE TITLE IX COORDINATOR**
10. **APPOINT BRANDON MARQUEZ AND/OR KIM BERAN AS THE NON-DISCRIMINATION COMPLIANCE COORDINATORS**
11. **PUBLIC COMMENT (agenda item specific)**
12. **INFORMATION ITEMS**
  - 12.1. **Administrator Reports**
    - 12.1.1. **Superintendent Report - Mrs. Beran**
      - 12.1.1.1. **2024 Tax Statement Explanation**
      - 12.1.1.2. **Discuss ESU 10 Special Education Contract for 2025-2026 School Year**
    - 12.1.2. **Principal/AD Report - Mr. Marquez**

- 12.1.3. **Principal Report - Mrs. Williams**
- 12.1.4. **Strategic Plan Update/District Goals Update**
- 12.2. **Discuss Preventative Maintenance Contracts for HVAC and Boiler Systems**
- 12.3. **Review Preschool Transportation Survey Results**
- 13. **CONSENT AGENDA**
  - 13.1. **Prior Meeting Minutes**
  - 13.2. **Financial Reports and Claims according to Review of Bills policy 3007**
- 14. **ACTION ITEMS**
  - 14.1. **Consider and Take any Necessary Action on Amendment to Superintendent Beran's Contract for the 2025-2026 School Year**
- 15. **SCHEDULE NEXT REGULAR BOARD MEETING**
- 16. **ADJOURN**
- 17. **\*\*CLOSED SESSION: If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act.**
- 18. **\*\*SEQUENCE OF AGENDA: The sequence of agenda topics is subject to change at the discretion of the board.**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2004

Oath of Office

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: May 9, 2022, Jan. 9, 2025]

<b>NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION</b> P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522 <a href="https://nadc.nebraska.gov">https://nadc.nebraska.gov</a>	<b>POTENTIAL CONFLICT OF INTEREST STATEMENT</b>	POSTMARK DATE	
		OFFICE USE ONLY	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3	<b>NADC FORM C-2A</b>		

- Any public official of any political subdivision must file this form if he or she has a potential conflict of interest. Additionally, any employee of a political subdivision whose annual salary and benefits exceed \$150,000 must file this form if he or she has a potential conflict of interest.  
**Exception:** Public officials required to file a Statement of Financial Interests (Form C-1) should file Form C-2.
- This form should be filed with the person who normally keeps records for the political subdivision. The form may be filed with the Nebraska Accountability and Disclosure Commission to request an opinion from the NADC.
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

<b>ITEM 1</b>	<b>NAME, ADDRESS AND TELEPHONE NUMBER</b>
Name _____ Telephone No. _____ <small>Last First Middle</small>	
Address _____ <small>STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE</small>	

<b>ITEM 2</b>	<b>TITLE, AGENCY, ADDRESS AND PHONE</b>
Your Title _____ Agency _____	
Agency Address _____	
Agency Phone _____	

<b>ITEM 3</b>	<b>DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary)</b>
Date action is to be taken or decision is to be made: _____	
Description of Potential Conflict:	

**ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT**

You

Member of your Immediate Family: \_\_\_\_\_  
NAME

Business With Which You  
 Are Associated (See Definitions) \_\_\_\_\_  
NAME OF BUSINESS

**ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT**

**ITEM 6 CONTINUATION**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## General Information - Filing Requirements

**I. What is a Potential Conflict of Interest?** - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

### II. Who Must File:

- A. Any public official of any political subdivision, who is not required to file a Statement of Financial Interests (Form C-1), must file this form if he or she has a potential conflict of interest. Public officials who are required to file a Form C-1 should instead use Form C-2 if they have a potential conflict of interest.
- B. Any employee of a political subdivision whose annual salary and benefits exceed \$150,000 must file this form if he or she has a conflict of interest.

### III. When and Where to File and Abstention:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision is to be made.
- B. This form should be filed with the person who normally keeps records for the governing body of the political subdivision. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form is not required to be filed with the Nebraska Accountability and Disclosure Commission.** However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest, he or she may send a copy of the form to the Commission along with a request for an opinion.
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest or until he or she has been notified by our office that there is no conflict.

**IV. Enforcement** - If a person required to file this form fails to do so, the NADC may find a violation of the Nebraska Political Accountability and Disclosure Act and assess a civil penalty.

**Disclosure of Contractual Interests by Local Officers.** If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

**Disclosure of the Employment of Immediate Family Members.** If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

## Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.

2005

Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's

regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

### 3. Contracts with Board Member's Immediate Family.

a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:

- (1) All district employees.
- (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

#### 4. Employing Members of the Immediate Family.

b. A board member may recommend for employment or supervise the employment of an immediate family member if:

- (1) The board member does not abuse his or her position.
- (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
  - (i) who is not qualified for and able to perform the duties of the position;
  - (ii) for any unreasonably high salary;
  - (iii) who is not required to perform the duties of the position.
- (3) The board makes a reasonable solicitation and consideration of applications for employment.
- (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
- (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

#### 5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
    - (1) a public official, public employee, or candidate.
    - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
    - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
  - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
  - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
  - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
6. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
  - b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
  - c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.

- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:
  - 1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - 2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - 3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.

- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

## 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:

- 4) The names of the contracting parties.
- 5) The nature of the interest of the board member in question.
- 6) The date that the contract was approved.
- 7) The amount of the contract.
- 8) The basic terms of the contract.

b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

- 9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: March 11, 2024, January 9, 2025

e.

2012  
Board Code of Ethics

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: May 9, 2022, January 9, 2025

2002

Organization of the Board, Board Officers, Check Signing, and Committees

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
  - iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

## 5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
  - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;

- ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - 2. Attendance or participation between the commencement of eighth grade and completion of

twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event;

viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 6. Vacancies

a. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: May 9, 2022, January 9, 2025

2014

Relationship with District Legal Counsel

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: May 9, 2022, January 9, 2025

3002

Deposits

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$8,000 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: December 14, 2020

Revised on: \_\_\_\_\_

Reviewed on: February 13, 2023, January 9, 2025

2008  
Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the Beacon Observer or Kearney Hub. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall

pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: December 14, 2020

Revised on: July 8, 2024

Reviewed on: May 9, 2022, January 9, 2025

**2009**  
**Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

**Mrs. Beran's BOE Report  
January 9, 2025**

**Important Dates:**

Jan. 21        BOE Working Meeting @ 5:00 pm  
Jan. 26-27    Legislative Issues Conference in Lincoln  
Feb. 16-17    NASB Board President Retreat in Kearney  
March 20-22   NRCSA Conference in Kearney

**Information:**

1. Calendar Committee has met 2 times, I shared the first draft in my weekly memo to the BOE
2. Becca Putnam was hired as an additional special education paraprofessional
3. 2024 Tax Statement Explanation (attached)
4. Ordered Mapping software E3 (Emergent 3)
  - a. Grant has been submitted
5. Ordered the additional cameras needed for the front entrance & weight room (approximately \$2000)
6. Ordered the updated entrance cameras/intercoms from what was originally planned in the building project. It didn't make sense to go with the original cameras in the plan, they were a downgrade from what we currently have in place. All cameras will be with Kidwell rather than 2 companies with this upgrade as well. The cost to upgrade is approximately \$2000.
7. Number of open seats for the next election year?



# 2024 TAX STATEMENT EXPLANATION

**Paid out in 2025**



GAGE COUNTY TREASURER  
612 GRANT ST  
PO BOX 519  
BEATRICE, NE 68310

# TAX STATEMENT

7705 0019

0000714

F433110

(1of2)

## IMPORTANT TAX INFORMATION

Return Service Requested

00000714 SDGS 0.540 T 4  
PROSOSKI, CHRISTOPHER R & JENNIFER A  
38326 S 1ST RD  
BLUE SPRINGS, NE 68318-8494



## GAGE COUNTY

TAX YEAR 2024  
STATEMENT 12753  
TAX TYPE Real Estate  
PARCEL ID 0006060300  
TAX DISTRICT 136  
TD 70 A

### Property Description

SEC 14-2-6 REF TO W 1/4 COR OF SAID SEC  
TH N 503.25' TO POB TH N 617.60' E'LY  
153.22' SE 118.50' SE 203.23' SE 34.20'  
SW 516.38' TO POB 3.04 AC

Acres: 3.040  
S-T-R 14-2-6

38326 S 1 RD



Taxes payable on the Internet at [www.nto.us](http://www.nto.us)

Description	Tax Rate	Prior Tax	Current Tax
COUNTY GENERAL	0.26665600	1,126.88	1,031.68
SOUTHERN SCH	1.04092800	4,148.17	4,027.30
ESU #5	0.01500000	57.61	58.03
SCC	0.02000000	359.89	77.38
BIG BLUE NRD	0.03665200	146.00	146.00
BLUE SPRINGS FIRE	0.03000000	115.00	115.00
BLUE SPRINGS FIRE	0.01255900	55.00	55.00
SICILY TOWNSHIP	0.04597200	201.95	177.86
AG SOCIETY	0.00320900	13.76	12.42
HISTORICAL SOCIET	0.00073700	3.16	2.85
<b>Tax Credit</b>		-427.50	-463.62
<b>School Tax Credit</b>		0.00	-1,153.72
<b>Totals</b>	<b>1.47171300</b>	<b>5,800.22</b>	<b>4,076.64</b>



	Value	Tax Amount
Total Taxes Due	4,076.64	12/31/2024
1st Half Delinquent	2,038.32	05/01/2025
2nd Half Delinquent	2,038.32	09/01/2025
Total	386,895	5,693.98
Homestead Credit	0	0.00
Non-Ag Tax Credit	386,895	-463.62
Ag-Land Tax Credit	0	0.00
School Tax Credit		-1,153.72
Taxable	386,895	4,076.64
Penalty		0.00
<b>NET AMOUNT DUE</b>		<b>4,076.64</b>



IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property.

## MESSAGES

# Homestead Credit

- The **Nebraska Homestead Exemption Program** is a property tax relief program for six categories of homeowners:
  - *(1) Persons over age 65;*
  - *(2) Veterans totally disabled by a non service-connected accident or illness;*
  - *(3) Qualified disabled individuals;*
  - *(4) Qualified totally disabled veterans and their surviving spouses;*
  - *(5) Veterans whose home was substantially contributed to by the Department of Veterans Affairs (VA) and their surviving spouses; or*
  - *(6) Individuals who have a developmental disability.*
- There are income limits and homestead value requirements for categories 1, 2, 3, and 6
  - *The income limits are on a sliding scale & there are no income limits and homestead value requirements for categories 4 and 5*
- The State of Nebraska reimburses counties and other governmental subdivisions for the reduction in tax revenue as a result of approved homestead exemptions

GAGE COUNTY TREASURER  
612 GRANT ST  
PO BOX 519  
BEATRICE, NE 68310

# TAX STATEMENT

7705 0019

0000714

F433110

(1 of 2)

## IMPORTANT TAX INFORMATION

Return Service Requested

00000714 SDGS 0.540 T 4  
PROSOSKI, CHRISTOPHER R & JENNIFER A  
38326 S 1ST RD  
BLUE SPRINGS, NE 68318-8494



## GAGE COUNTY

TAX YEAR 2024  
STATEMENT 12753  
TAX TYPE Real Estate  
PARCEL ID 0006060300  
TAX DISTRICT 136  
TD 70 A

### Property Description

SEC 14-2-6 REF TO W 1/4 COR OF SAID SEC  
TH N 503.25' TO POB TH N 617.60' E'LY  
153.22' SE 118.50' SE 203.23' SE 34.20'  
SW 516.38' TO POB 3.04 AC

Acres: 3.040  
S-T-R 14-2-6

38326 S 1 RD



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Description	Tax Rate	Prior Tax	Current Tax
COUNTY GENERAL	0.26665600	1,126.88	1,031.68
SOUTHERN SCH	1.04092800	4,148.17	4,027.30
ESU #5	0.01500000	57.61	58.03
SCC	0.02000000	359.89	77.38
BIG BLUE NRD	0.03665200	146.07	141.80
BLUE SPRINGS FIRE	0.03000000	115.23	116.00
BLUE SPRINGS FIRE	0.01255900	55.00	55.00
SICILY TOWNSHIP	0.04597200	201.00	201.00
AG SOCIETY	0.00320900	13.75	12.40
HISTORICAL SOCIET	0.00073700	3.16	2.85
<b>Tax Credit</b>		-427.50	-463.62
<b>School Tax Credit</b>		0.00	-1,153.72
<b>Totals</b>	<b>1.47171300</b>	<b>5,800.22</b>	<b>4,076.64</b>

	Value	Tax Amount
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Taxable	386,895	4,076.64
Penalty		0.00
<b>NET AMOUNT DUE</b>		<b>4,076.64</b>



IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property.

### MESSAGES

Area reserved for messages or notices.

# Tax Credit (Non-Ag Tax Credit & Ag-Land Credit)

- Tax Credit is called **Property Tax Credit**
  - *It is a property tax credit that goes to the county based on a proportionate amount*
  - *It is paid out based on your valuation*
  - *Nebraska Revised Statute 77-4212*
    - **77-4212 Link:**  
<https://nebraskalegislature.gov/laws/statutes.php?statute=77-4212>

# Budget

- Broad-based property tax reduction efforts ramp up
  - 22% of projected biennial revenues
  - 27% of projected biennial appropriations

Program	FY 26	FY 27
Property Tax Credit	\$427M	\$442M
School District Property Tax Relief Act	\$780M	\$808M
Community College Future Fund	\$266M	\$279M
<b>Annual Totals</b>	<b>\$1.47B</b>	<b>\$1.53B</b>
<b>Biennial Total</b>	<b>\$3B</b>	

Doesn't include Education Future Fund (\$250M/yr) or Homestead Exemption (~\$160M/yr)

GAGE COUNTY TREASURER  
 612 GRANT ST  
 PO BOX 519  
 BEATRICE, NE 68310

**TAX STATEMENT**

7705 0019

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(1of2)

**IMPORTANT TAX INFORMATION**

Return Service Requested

00000714 SDGS 0.540 T 4  
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**GAGE COUNTY**

TAX YEAR 2024  
 STATEMENT 12753  
 TAX TYPE Real Estate  
 PARCEL ID 0006060300  
 TAX DISTRICT 136  
 TD 70 A

**Property Description**

SEC 14-2-6 REF TO W 1/4 COR OF SAID SEC  
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38326 S 1 RD



Taxes payable on the Internet at [www.nto.us](http://www.nto.us)

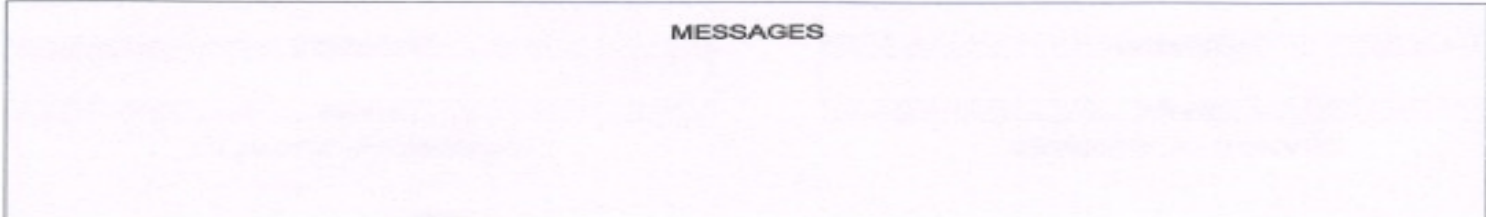
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BIG BLUE NRD	0.03665200	146.07	141.80
BLUE SPRINGS FIRE	0.03000000	115.23	116.07
BLUE SPRINGS FIRE	0.01255900	55.00	48.59
SICILY TOWNSHIP	0.04597200	201.95	177.88
AG SOCIETY	0.00320900	13	
HISTORICAL SOCIET	0.00073700	3	
<b>Tax Credit</b>		-427.50	-463.62
<b>School Tax Credit</b>		0.00	-1,153.72
<b>Totals</b>	<b>1.47171300</b>	<b>5,800.22</b>	<b>4,076.64</b>

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	<b>Value</b>	<b>Tax Amount</b>
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School Tax Credit		-1,153.72
Taxable	386,895	4,076.64
Penalty		0.00
<b>NET AMOUNT DUE</b>		<b>4,076.64</b>



IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property.

**MESSAGES**




# School Tax Credit

- School Tax Credit is called **School District Property Tax Relief Act (LB 34)**
  - *LB 34 was signed by the Governor on August 20, 2024, and became operative on August 21, 2024*
  - *It is the front loaded LB 1107, which you used to have to claim when you completed your taxes*
  - *It is paid out based on how much you pay towards your school district*
    - *e.g., If your school district has a mill levy that is high, then you will receive more of a tax credit than a school district with a mill levy that is low*

# Budget

- Broad-based property tax reduction efforts ramp up
  - 22% of projected biennial revenues
  - 27% of projected biennial appropriations



Program	FY 26	FY 27
Property Tax Credit	\$427M	\$442M
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Community College Future Fund	\$266M	\$279M
<b>Annual Totals</b>	<b>\$1.47B</b>	<b>\$1.53B</b>
<b>Biennial Total</b>	<b>\$3B</b>	

Doesn't include Education Future Fund (\$250M/yr) or Homestead Exemption (~\$160M/yr)

# Community College Future Fund

## ■ Community College Future Fund (LB 873)

- It was signed into law on April 13, 2022, and it created a new type of income tax credit under the Nebraska Property Tax Incentive Act, which is a refundable income tax credit for community college property taxes paid (Similar to LB 1107, before it was changed)
- Community college taxes exclude taxes for bonded indebtedness or taxes as for an override of a levy limit approved by voters
- When you complete your taxes in the spring, please remember or remind your accountant to claim this relatively new Community College Future Fund income tax credit

# Budget

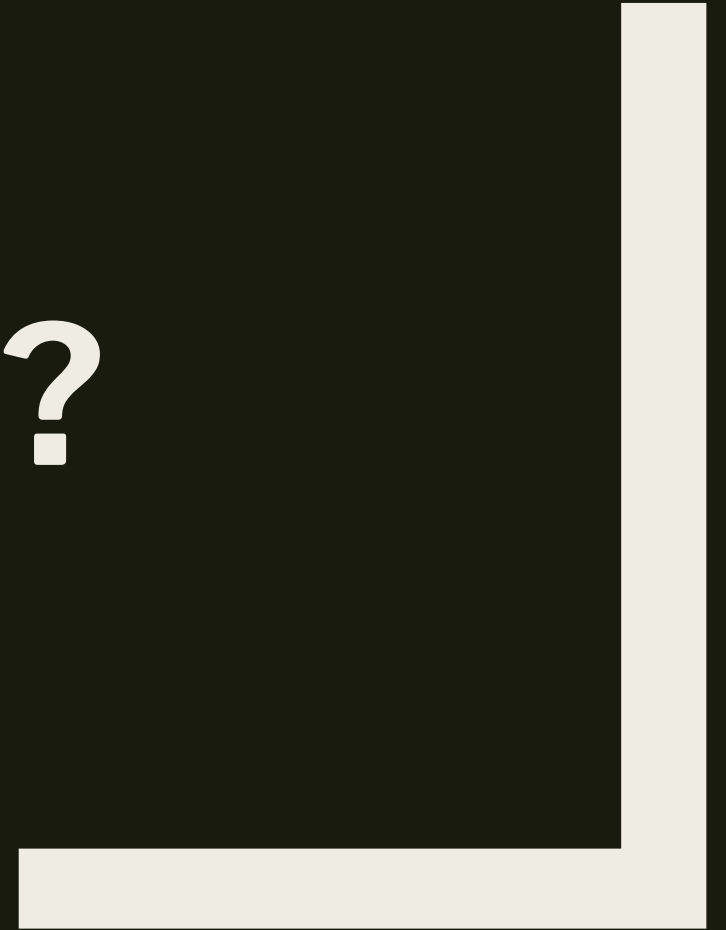
- Broad-based property tax reduction efforts ramp up
  - 22% of projected biennial revenues
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<b>Biennial Total</b>	<b>\$3B</b>	

Doesn't include Education Future Fund (\$250M/yr) or Homestead Exemption (~\$160M/yr)

**QUESTIONS?**



**EDUCATIONAL SERVICE UNIT 10  
CONTRACT FOR  
SPECIAL EDUCATION SERVICES**

**THIS AGREEMENT**, made and entered into this 5th day of January, 2025, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," and **Elm Creek Public Schools**, called "**DISTRICT**."

**WITNESSETH:**

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2025-26, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2024-25 and anticipated in 2025-26 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2025-26, commencing not earlier than August 1, 2025, and ending not later than August 20, 2026. The total dollar amount of this contract will be submitted to the district on or before July 1, 2025, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 16, 2025.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2025 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1, 2025 (next preceding the starting date of the school year to be affected by any changes) as are described in this paragraph.**
- 17. The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated or amended by mutual agreement.

ACCEPTED FOR ELM CREEK SCHOOL AS **DISTRICT**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

BY \_\_\_\_\_  
President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10** AS SERVICING AGENCY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

BY \_\_\_\_\_

Secretary of the Board of Education, ESU 10

12/24

**Schedule A**

**EDUCATIONAL SERVICE UNIT 10 BUDGET FORM  
2025-2026  
Agency Code--950010**

**District Name: Elm Creek Public Schools**

<b>Contracted Reimbursable School Age Services</b>	<b>NDE Service Code</b>	<b>2024-25 Percent Per District</b>	<b>2025-26 Percent Per District</b>
Speech Teacher School Age - Secondary	4001	-	-
Speech Teacher School Age - Elementary		-	-
SpEd Supervision School Age - Secondary	0001	0.0260	0.0270
SpEd Supervision School Age - Elementary		0.0260	0.0270
D/E Audiology School Age - Secondary	1003	0.007	0.007
D/E Audiology School Age - Elementary		0.007	0.007
Deaf Education Services School Age - Secondary	2014	0.0235	0.0556
Deaf Education Services School Age - Elementary		0.0235	-
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	0.0295	0.0310
Occupational Therapy School Age - Elementary		0.0295	0.0310
Physical Therapy School Age - Secondary	4005	0.0301	0.0311
Physical Therapy School Age - Elementary		0.0301	0.0311
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Orientation & Mobility - Secondary	4048		
Orientation & Mobility - Elementary			
Vocational	4012	0.041	0.043
Licensed Mental Health Provider Service - Secondary		-	-
Licensed Mental Health Provider Service- Elementary		-	-

<b>Contracted Nonreimbursable Preschool Services</b>		<b>2024-25 Percent Per District</b>	<b>2025-26 Percent Per District</b>
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	0.0270	0.0280
SpEd Supervision Birth - 2		0.0270	0.0280
D/E Audiology Ages 3 - 4	1003	0.0020	0.0020
D/E Audiology Birth - 2		0.0020	0.0020
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	-	-
D/E Psychology Birth - 2		-	-
Occupational Therapy Ages 3 - 4	4006	0.0074	0.0076
Occupational Therapy Birth - 2		0.0074	0.0076
Physical Therapy Ages 3 - 4	4005	0.0075	0.0078
Physical Therapy Birth - 2		0.0075	0.0078
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-
Orientation & Mobility - 3 - 4	4048		
Orientation & Mobility - Birth - 2			

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signature of authorized school representative



PO Box 159  
2600 Hwy 30 E • Rovar Park #8  
Kearney, NE 68848-0159  
308-236-6437 • Fax: 308-237-5614

[www.andersonbros.com](http://www.andersonbros.com)

PO Box 620  
313 West 4th  
Holdrege, NE 68949-0620  
308-995-4481 • Fax: 308-995-4482

January 3, 2025

Elm Creek Public Schools  
230 East Calkins Avenue  
Elm Creek, NE 68836

RE: Elm Creek High School  
Service Agreement for Cooling Season/Heating Season  
**Would start with Heating Season**

Dear Representative:

Please find below the service agreement for the above reference property.

**Coverage Provided Under This Agreement**

*1. Preventive Maintenance Inspections*

It is hereby agreed that we will provide a qualified technician to inspect your air conditioning and heating system for proper operation to insure that it is in the best and safest possible condition for the oncoming cooling or heating season.

We will perform 2 inspections per year.

Inspections will include:

- inspecting, cleaning or replacing filters
- checking refrigerant pressures; adjust charge if necessary
- checking electrical connections and tighten if necessary
- checking for proper voltages and amp draws
- lubricating components as required
- checking belts for proper tension and condition; adjust or replace as necessary
- checking and cleaning condensate drain systems internal to the unit(s)
- insure that electrical controls work properly
- clean indoor and outdoor coils if needed

- checking heating operation, including ignition sequences, lighting of the pilot(s), and safety controls

### 2. *Intermediate Filter Changes*

Along with the preventive maintenance described above, we will also include 0 changes of the air filters along with a visual and audio check of the equipment for safe operation.

### 3. *Labor Coverage*

It is agreed that we will provide such labor as may be required to perform the preventive maintenance and intermediate filter changes as described above, during normal working hours, at no additional charge.

For service after normal working hours, a service surcharge of \$195.95 per hour will be assessed on all labor.

### 4. *Parts Coverage*

The only parts covered by this agreement are the filters and any refrigerant needed to adjust a unit's charge at the time of inspection.

Additional parts will be supplied at extra cost

Parts will only be installed pending client approval upon notification by the inspecting technician that additional repairs are necessary.

## **Additional Terms and Conditions**

1. Any alterations, adjustments or repairs made by others, unless authorized or agreed upon by this Contractor, will be cause to terminate our obligation under this agreement.

2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.

3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.

4. This agreement includes all control wiring between indoor and outdoor units and the thermostat(s), and power wiring and controls *within* the units. *Not* included are external power wiring, circuit breakers, and disconnects supplying electrical service for the units. Likewise, gas piping that is external to the units is not covered.

5. This agreement does not cover ductwork, structural supports or other sheet metal components which may deteriorate due to corrosion or rust.

6. *Neither party* to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature such as, but not limited to, loss of revenue or loss of use of any equipment or facilities, or loss of product.

7. The Contractor's maximum liability based upon any claim or cause of action shall not exceed the yearly contract price of this agreement.

8. Payment for this agreement will be net 30 days receipt of invoice. The Contractor offering this agreement reserves the right to discontinue service any time payments have not been made as agreed.

9. This agreement may be terminated by either party upon 30 days written notice. A refund for the remaining contract period will be made on a pro-rata basis, with deduction for work already completed.

**List of Equipment Covered by This Agreement**

The equipment covered by this agreement shall be as set forth in a separate sheet attached to this document.

**Agreement Price and Acceptance**

The Agreement price shall be:		<u>\$6,266.41</u>	per year.
		+ Tax	
Payment plan options:			
One annual payment:		<u>\$6,266.41</u>	each. _____
	OR		
Monthly Payment Option		<u>\$616.20 each month</u>	
		+ Tax	

Coverage commences with the receipt of the first payment and continues as governed by the terms and conditions set forth above. Coverage is for a period of *one* (1) calendar year from date of commencement.

Customer Acceptance:

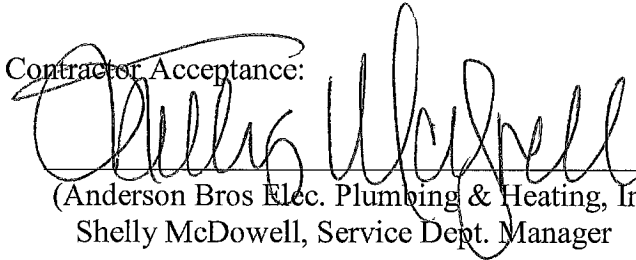
\_\_\_\_\_  
(customer)

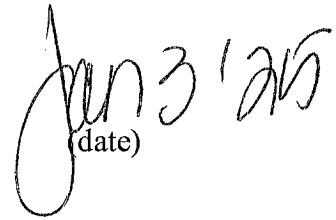
\_\_\_\_\_  
(date)

Payment method selected (please check one) + Tax:

- One annual payment  
 Monthly payment

Contractor Acceptance:

  
(Anderson Bros Elec. Plumbing & Heating, Inc.)  
Shelly McDowell, Service Dept. Manager

  
(date)

Equipment that is included in this service agreement:

<b>Mechanical Room #1 HP 163</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15816</b>
<b>Mechanical Room #1 HP 157</b>	<b>Model: GEVE03631A01</b>	<b>Serial: W09L15892</b>
<b>Mechanical Room #1 HP 165</b>	<b>Model: GEVE02431A01</b>	<b>Serial: W09L15807</b>
<b>Mechanical Room #1 HP 124</b>	<b>Model: GEVE12031D01</b>	<b>Serial: W09L14939</b>
<b>Mechanical Room #1 ERV #1</b>		
<b>Mechanical Room #1 ERV #2</b>		
<b>Mechanical Room #2 HP 155</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15814</b>
<b>Mechanical Room #2 HP 141</b>	<b>Model: GEVE04831A02</b>	<b>Serial: W09L15897</b>
<b>Mechanical Room #2 HP 156</b>	<b>Model: GEVE04231A01</b>	<b>Serial: W09L15895</b>
<b>Mechanical Room #2 HP 161</b>	<b>Model: GEVE04831A02</b>	<b>Serial: W09L15898</b>
<b>Mechanical Room #3 HP 152</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15810</b>
<b>Mechanical Room #3 HP 154</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15813</b>
<b>Mechanical Room #4 HP 151</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15817</b>
<b>Mechanical Room #4 HP 149</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15811</b>
<b>Mechanical Room #5 HP 109</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15815</b>
<b>Mechanical Room #5 HP 132</b>	<b>Model: WGCV048FILT</b>	<b>Serial: SLPV23058</b>
<b>Mechanical Room #5 HP 131</b>	<b>Model: GEVE03631A01</b>	<b>Serial: W09L15893</b>
<b>Mechanical Room #6 HP 107</b>	<b>Model: GEVE04231A01</b>	<b>Serial: W09L15894</b>
<b>Mechanical Room #6 HP 129</b>	<b>Model: GEVE03631A01</b>	<b>Serial: W09L15891</b>
<b>Mechanical Room #6 HP 102A</b>	<b>Model: GEVE03031A01</b>	<b>Serial: W09L15808</b>
<b>Hallway Horizontal Above Ceiling</b>	<b>Model: GEHE02431A01</b>	<b>Serial: W09L15899</b>
<b>Hallway</b>	<b>Model: GEHE02431A01</b>	<b>Serial: W09L15900</b>
<b>2 Boilers</b>		



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308-995-4481 • Fax: 308-995-4482

January 3, 2025

Elm Creek Public Schools  
230 East Calkins Avenue  
Elm Creek, NE 68836

RE: Elementary School/Middle School- (Additions & Renovation Equipment)  
Service Agreement for Cooling Season/Heating Season  
**Would start with Heating Season**

Dear Representative:

Please find below the service agreement for the above reference property.

**Coverage Provided Under This Agreement**

*1. Preventive Maintenance Inspections*

It is hereby agreed that we will provide a qualified technician to inspect your air conditioning and heating system for proper operation to insure that it is in the best and safest possible condition for the oncoming cooling or heating season.

We will perform 2 inspections per year.

Inspections will include:

- inspecting, cleaning or replacing filters
- checking refrigerant pressures; adjust charge if necessary
- checking electrical connections and tighten if necessary
- checking for proper voltages and amp draws
- lubricating components as required
- checking belts for proper tension and condition; adjust or replace as necessary
- checking and cleaning condensate drain systems internal to the unit(s)
- insure that electrical controls work properly
- clean indoor and outdoor coils if needed

- checking heating operation, including ignition sequences, lighting of the pilot(s), and safety controls

### 2. *Intermediate Filter Changes*

Along with the preventive maintenance described above, we will also include 0 changes of the air filters along with a visual and audio check of the equipment for safe operation.

### 3. *Labor Coverage*

It is agreed that we will provide such labor as may be required to perform the preventive maintenance and intermediate filter changes as described above, during normal working hours, at no additional charge.

For service after normal working hours, a service surcharge of \$195.95 per hour will be assessed on all labor.

### 4. *Parts Coverage*

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Additional parts will be supplied at extra cost.

Parts will only be installed pending client approval upon notification by the inspecting technician that additional repairs are necessary.

## **Additional Terms and Conditions**

1. Any alterations, adjustments or repairs made by others, unless authorized or agreed upon by this Contractor, will be cause to terminate our obligation under this agreement.
2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.
3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.
4. This agreement includes all control wiring between indoor and outdoor units and the thermostat(s), and power wiring and controls *within* the units. *Not* included are external power wiring, circuit breakers, and disconnects supplying electrical service for the units. Likewise, gas piping that is external to the units is not covered.
5. This agreement does not cover ductwork, structural supports or other sheet metal components which may deteriorate due to corrosion or rust.



Customer Acceptance:

\_\_\_\_\_ (customer)

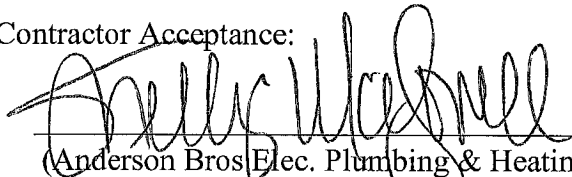
\_\_\_\_\_ (date)

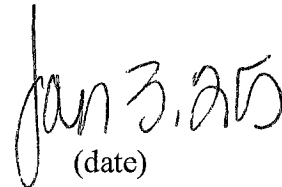
Payment method selected (please check one) + Tax:

One annual payment

Monthly payment

Contractor Acceptance:

  
\_\_\_\_\_  
(Anderson Bros Elec. Plumbing & Heating, Inc.)  
Shelly McDowell, Service Dept. Manager

  
(date)

Equipment that is included in this service agreement:

**SEE ATTACHED LISTING**

MODEL NUMBER	SERIAL NUMBER	BRAND	TAG INFO
***** *4DX4-40X106X4	NA	Temtrol	***** MAU
*4DX4-40x106x5-9A-RH	NA	Temtrol	MAU
*RCS0720	*FBOU221001129	Daikin	Daikin
*MLA024S45-1P	*6922A27430	Lennox	Lennox
*MLA024S45-1P	*6919M11818	Lennox	Lennox
*VXE-312-74-40H-30D-0	*21227353	Valent	ERV-1
*ES049-3VTC-FRTAU A	*2940275000001	Bosch	HP-A101
*ES049-3VTC-FRTAU A	*2940275000002	Bosch	HP-A102
*ES049-3VTC-FRTAU A	*2940276000001	Bosch	HP-A107
*ES049-3VTC-FRTAU A	*2594027600004	Bosch	HP-A201
*ES049-3VTC-FRTAU A	*2940276000003	Bosch	HP-A207
*ES049-3VTC-FRTAU A	*2940276000002	Bosch	HP-A103
*ES049-3VTC-FRTAU A	*2940276000002	Bosch	HP-A112
*ES035	*2940276000001	Bosch	HP-A117
*ES035	*2940276000003	Bosch	HP-A206
*ES035	*2940276000004	Bosch	HP-A217
*ES035	*2940276000003	Bosch	HP-A210
*ES035	*2940276000001	Bosch	HP-A104
*ES035	*2940276000002	Bosch	HP-A118
*ES035	*2940276000001	Bosch	HP-A202
*ES035	*2940276000002	Bosch	HP-A207
*ES035	*2940276000001	Bosch	HP-A208
*ES035	*2940276000002	Bosch	HP-A206
*ES035	*2940276000002	Bosch	HP-A209
*ES035	*2940276000004	Bosch	HP-A217
*ES035	*2940276000001	Bosch	HP-A109
*ES035	*2940276000001	Bosch	HP-A218

*ES035	*2940276000001	Bosch	HP-A108
*ES035	*2940276000001	Bosch	HP-B100
*ES035	*2940276000002	Bosch	HP-B106
*ES035	*2940276000004	Bosch	HP-B112
*ES061	*2940276000003	Bosch	HP-A200
*ES061	*2940276000005	Bosch	HP-B113
*EC096	*2940276000001	Bosch	HP-B105A
*EC096	*2940276000001	Bosch	HP-B105B
*EP012	*2940276000003	Bosch	HP-B108
*EP012	*2940276000002	Bosch	HP-B121
*EP018	*2940276000001	Bosch	HP-B115
*EP015	*2940276000002	Bosch	HP-B120
*EP025	*2940276000001	Bosch	HP-A107
*EP025	*2940276000002	Bosch	HP-A118
*AR1500	*Product Code: 20177313	Array Boiler	BOILER
*ECOLRWB	*22P121370	Evapco	Cooling Tower



## Mechanical Services, Inc.

Division of Rutt's Heating & AC Inc.

*Hastings | Kearney | Lincoln | Columbus*

402-463-4853 – [www.ruttsh heating.com](http://www.ruttsh heating.com)



# Service Agreement

**Prepared for:**

**Elm Creek Schools**

**Location:**

**230 E Calkins Ave, Elm**

**Creek, NE 68836**







Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

**Scope**

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model</i>	<i>Serial Number</i>	<i>Location</i>
Boiler	Array Boller	AR1500	20177313	Middle/Elementary
Boiler	Unknown	Unknown	Unknown	High School
Boiler	Unknown	Unknown	Unknown	High School

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**



- Inspect safety valve.
- Inspect temperature and safety controls including pilot and main gas safeties.
- Inspect piping and connections.
- Inspect gas pressure, gas regulator and gas valve.
- Inspect pilot and main gas ignition and operation.
- Inspect combustion room air intake system.
- Inspect valves & blow down or flush main tank drain.
- Inspect contacts and connections on all controls and tighten as needed.
- Inspect and replace ignition wiring as needed.
- Inspect electrodes and clean as needed.
- Inspect venting.
- Perform combustion analysis in the fall.



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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>
Rooftop/ERV	Valent	VXE-312-74-40H-30D-0	21227353
ERV	Semco	FV-3000	Unknown
ERV	Semco	FV-3001	Unknown

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**

- Inspect electrical connections
- Check line voltage
- Replace filters
- Inspect belts, sheave, and motor
- Inspect blower
- Inspect wheel media
- Lubricate bearings
- Inspect damper operation
- Check starter
- Check free stat if applicable





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Condenser	Daikin	RCS0720	FBOU221001129	Middle/Elementary

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**

- Review diagnostics
- Verify line voltage
- Visual condenser coil check
- Clean condenser coils – (*Spring*)
- Check compressor / oil heaters
- Verify pump operation and water flows
- Oil level check per circuit
- Measure volts/amps of condenser fan motors
- Check condenser fan/ brackets and bearings
- Check glycol concentration if applicable
- Check pressure drop across heat exchanger
- Refer to maintenance portion of IOM
- Verify sensor readings
- Inspect communication link wiring





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Cooling Tower	Evapco	ECOLRWB	22P121370	Middle/Elementary

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**

- Inspect belts (if applicable)
- Inspect drive transmission and gearbox oil
- Change gearbox oil (if needed)
- Grease bearings
- Inspect media condition





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<b>Manufacturer</b>	<b>Model Number</b>	<b>Asset</b>	<b>Location</b>
Temtrol	4DX4-40X106X4	MAU	Middle/Elementary
Temtrol	4DX4-40x106x5-9A-RH	MAU	Middle/Elementary

**Schedule**

<b>Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter</b>
			

**Tasks**

- Inspect electrical components
- Check glycol concentration if applicable
- Check energy wheel if applicable
- Inspect starters and contact surfaces
- Inspect coils
- Inspect all belts and sheaves where applicable
- If applicable, lubricate motors/bearings
- Inspect for oil/refrigerant, water leaks
- Inspect cabinetry/hardware conditions
- Inspect structural integrity of unit
- Inspect air filter



Mechanical Services, Inc.

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<b>Equipment</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial Number</b>	<b>Location</b>
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940275000001	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940275000002	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000001	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2594027600004	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000003	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000002	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000003	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES03S	2940276000003	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES061	2940276000003	Middle/Elementary
Heat pump	Bosch	ES061	2940276000005	Middle/Elementary
Heat pump	Bosch	EC096	2940276000001	Middle/Elementary



Mechanical Services, Inc.

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Heat pump	Bosch	EC096	2940276000001	Middle/Elementary
Heat pump	Bosch	EP012	2940276000003	Middle/Elementary
Heat pump	Bosch	EP012	2940276000002	Middle/Elementary
Heat pump	Bosch	EP018	2940276000001	Middle/Elementary
Heat pump	Bosch	EP015	2940276000002	Middle/Elementary
Heat pump	Bosch	EP025	2940276000001	Middle/Elementary
Heat pump	Bosch	EP025	2940276000002	Middle/Elementary
Heat Pump	Trane	GEVE	W09L15816	High School
Heat Pump	Trane	GEVE	W09L15892	High School
Heat Pump	Trane	GEVE	W09L14939	High School
Heat Pump	Trane	GEVE	W09L15814	High School
Heat Pump	Trane	GEVE	W09L15897	High School
Heat Pump	Trane	GEVE	W09L15895	High School
Heat Pump	Trane	GEVE	W09L15898	High School
Heat Pump	Trane	GEVE	W09L15810	High School
Heat Pump	Trane	WGCV	W09L15813	High School
Heat Pump	Trane	GEVE	W09L15817	High School
Heat Pump	Trane	GEVE	W09L15811	High School
Heat Pump	Trane	GEVE	W09L15815	High School
Heat Pump	Trane	GEVE	SLPV23058	High School
Heat Pump	Trane	GEVE	W09L15893	High School
Heat Pump	Trane	GEVE	W09L15894	High School
Heat Pump	Trane	GEVE	W09L15891	High School
Heat Pump	Trane	GEVE	W09L15808	High School
Heat Pump	Trane	GEHE	W09L15899	High School
Heat Pump	Trane	GEHE	W09L15900	High School
Heat Pump	Trane	GEHE	W09L15807	High School





Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

*Heat Pumps Continued:*

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**

- Inspect operation of reversing valve
- Inspect condenser loop strainer where applicable
- Inspect defrost cycle and controls
- Inspect back-up heat source where applicable
- Inspect electrical components
- Inspect belts where applicable
- Inspect all safety controls
- If applicable, lubricate motors/bearings
- Inspect for oil/refrigerant leaks
- Inspect cabinetry/hardware conditions
- Inspect structural integrity of unit
- Replace air filter
- Verify operating temperatures





Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Split	Lennox	MLA024S45-1P	6922A27430	Middle/Elementary
Split	Lennox	MLA024S45-1P	6919M11818	Middle/Elementary

**Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

**Tasks**

- Replace or clean air filter
- Inspect and clean coils in spring – clean if needed.
- Inspect refrigerant lines for wear or leaks
- Inspect and clean drain line
- Perform electrical inspection



Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

**Pricing**

Term	Annual	Quarterly	Monthly
1/1/2025 - 12/31/2025	\$19,725.00	\$4,931.25	\$1,643.75
<b>Initial Desired Payment →</b>			

**Customer Preferred Pricing:**

*Our number #1 priority is you and we are **invested in your success**. All Rutt's Mechanical Services customers with an active service agreement receive a **15% discount on parts and a \$20 per hour discount on our hourly labor rates**. Preferred Pricing can add up to significant savings during the term of your service agreement!*

**Exclusions:**

1. Any work not specifically listed in the scope of this document is not included.
2. Refrigerant replacement is not included in this proposal.
3. All work to be performed during normal working hours. For the purpose of this document "normal" working hours are defined as 8AM – 5PM, Monday – Friday, excluding holidays.
4. See Terms and Conditions on the last 3 pages of this document.

**Customer Acceptance**

**Rutt's Mechanical Services Inc.**

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order



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## Terms & Conditions

### ADDITIONAL TERMS AND CONDITIONS

1. **Services.** Subject to the terms and conditions set forth in the Agreement (as defined below), the counterparty identified in this Agreement ("You") engage **RUTT'S HEATING AND AIR CONDITIONING, INC.** ("Company") to provide, and the Company agrees to provide to You, only those services specifically described in this Agreement ("Services").
2. **Complete Agreement.** These additional terms and conditions are incorporated by reference into, and form an integral component of, the proposal, documentation or agreement provided to You by the Company (these additional terms and conditions, together with the proposal, documentation or agreement provided to You by the Company being, collectively, the "Agreement"). Company's agreement to perform the Services is expressly conditioned on Your agreement with and acceptance of the express terms and conditions in this Agreement, as evidenced by your acceptance or signature of the Agreement. Neither this Agreement nor Your acceptance shall be deemed to include any additional or different terms proposed by You whether communicated orally or in writing that may add to, vary from or conflict with the terms of this Agreement, and Company expressly objects to any term or condition that may add to, vary from or conflict with the terms of this Agreement. You and Company shall mutually agree in writing upon any adjustment or change to the terms of the Services or this Agreement. Company shall not be responsible for any services or work not specifically listed in this Agreement.
3. **Credit Approval.** This Agreement is subject to credit approval by Company. If the Company does not approve Your credit, or if the Company disapproves Your credit at any time during performance of the Services, Company may (in Company's sole discretion, and at Company's option), terminate this Agreement upon notice to You, delay or suspend performance of the Services without any liability, attempt to renegotiate any terms or conditions of this Agreement as Company may determine, and/or exercise any other rights or remedies available to Company. If Company elects, at any time to terminate this Agreement, then the Agreement shall terminate without any liability to Company and You shall immediately pay Company for Services provided prior to the date of termination along with any other costs or expenses incurred by Company in connection with, or in anticipation of, this Agreement and the Services.
4. **Fees.** You shall pay Company all fees, costs, charges, expenses and other amounts ("Fees") set forth in or contemplated in this Agreement. Unless otherwise specifically stated elsewhere in this Agreement, all Fees are calculated and determined based on Services being performed on business days and during normal business hours. Services performed on days other than business days and Services performed outside of normal business hours shall be performed at Company's then-current overtime, holiday, weekend, evening or other applicable rates (as the same may be adjusted from time to time).
5. **Taxes.** In addition to Fees, You shall pay Company all taxes and similar amounts or charges payable by the Company in connection with the Services and this Agreement.
6. **Payment.** Unless otherwise specifically stated elsewhere in this Agreement, all payments (including Fees and taxes) are due immediately upon receipt of an invoice or similar document from Company. If payment is not made when due, Company's remedies shall include, but not be limited to: (a) the assessment of a late charge of two percent (2%) per month, or the highest rate permitted by law, whichever is less; (b) suspension of the Services until all payments due have been made; (c) termination of this Agreement; and/or (d) the filing and enforcement of a construction lien on Your property. You shall pay to Company upon demand all costs (including attorneys' fees) incurred by Company in collecting or attempting to collect amounts due or otherwise enforcing this Agreement.
7. **Warranties.** Company warrants that the Services shall be performed in a workmanlike manner. Except as expressly set forth in this Agreement, Company makes no representations or warranties, express or implied or otherwise incorporated in this Agreement whether by statute, common law or otherwise, including without limitation, with respect to the Services, the quality of the Services, the results of the Services performed, including, without limitation, any warranties as to merchantability or fitness for a particular purpose, any warranties of correctness, completeness or accuracy, as well as any warranties arising from a course of dealing, usage or trade practice.
8. **Cooperation; Access.** You shall cooperate fully with Company to promptly provide any and all information reasonably requested by Company in connection with the performance of the Services. You shall provide Company with access to your property (and any other necessary premises), and provide Company with access to all required utilities, in order for Company to perform the Services. You shall cooperate with the Company, and provide the Company with such other access, cooperation and materials as the Company may request. Your property and premises shall be



Mechanical Services, Inc.

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safe, shall be a suitable working condition, and shall be in compliance with all applicable laws, rules and regulations. Company may, without limiting any other rights or remedies available to Company, terminate this Agreement or suspend or delay performance of Services if You fail to comply with Your obligations under this Agreement.

- 9. Indemnity; Limitations.** During the course of, and upon and after completion of the Services for any reason whatsoever, You agree to indemnify and hold Company and its members, managers, officers, employees, subcontractors, subsidiaries and affiliates harmless from and against any loss, liability, damage or expense whatsoever (including court costs and reasonable attorneys' fees) incident to any claim, action or proceedings against Company, or any member, manager, officer, employee, subcontractor, subsidiary or affiliate thereof, which arise out of or relate to, directly or indirectly, (a) any of Your actions or omissions that directly or indirectly cause any losses to the Company or that impact the timing, performance or quality of the Services; (b) any inaccurate or incomplete information provided by you to Company; (c) any breach of this Agreement by You; (d) any failure by You to adhere to any guidelines, recommendations or instructions from Company or any manufacturer or third party of any kind relating directly or indirectly to the Services or any equipment or materials used in connection with the Services; or (e) any other actions or omissions by You relating to the Services or this Agreement (including, without limitation, any fraud, negligence or misconduct). Company shall not be liable to You or any third party for any anticipated profits, special, indirect, punitive, incidental, lost profits, business interruption, loss of service, loss of business or consequential damages or penalties of any kind. Company's liability on any claim arising out of or relating to this Agreement or the performance of the Services or a breach of this Agreement shall in no case exceed the price paid by You to Company for the performance of the Services giving rise to the claim. You must commence any action against Company arising out of or relating to this Agreement, including, without limitation, for breach of this Agreement or any warranty associated with the Services, within one (1) year from the date the Services are completed by Company (or the termination of this Agreement, if earlier) or any such claim will be forever barred.
- 10. Termination by Company.** Without limiting any other rights or remedies in this Agreement, You acknowledge and agree that Company may terminate this Agreement at any time without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination).
- 11. Force Majeure; Unknown Conditions; Timing.** Company shall be excused from its obligations, and shall not be liable for any damages arising out of any delay or default in the performance of the Services, under this Agreement to the extent that any delay or failure in the performance of such obligations results from any cause beyond its reasonable control, including without limitation, performance by third parties, power failures, acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, acts of terrorism, severe weather conditions or labor problems. In the event Company determines that this Agreement cannot be performed as intended by the parties due to structural or other defects or conditions at or around Your property, Company may cancel this Agreement without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination). Any stated or estimated start date or estimated completion date set forth in this Agreement, if any, are merely estimates and are not a guarantee of performance by any certain date. Company shall not be liable for a failure to perform by or in accordance with any estimated dates, if any, set forth in this Agreement.
- 12. Exclusivity.** You acknowledge and agree that Company shall be the sole and exclusive provider to You of the Services and any other services that are substantially similar to the Services, and You covenant and agree not to engage any other person or entity during the term of this Agreement to provide You with any Services which are the same as, or substantially similar to, the Services.
- 13. Exclusions.** Without limiting any other rights or remedies of, or protections for the benefit of, Company, You acknowledge and agree that, unless otherwise specifically stated elsewhere in this Agreement, the Services do not include, and Company shall not be responsible for or liable for, any claims, losses, damages or expenses in any way connected with, relating to or arising from, directly or indirectly, any of the following: (a) any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of You or others, damage due to freezing weather, calamity, malicious act, or any force majeure event; (d) any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) furnishing any items of equipment, material, or labor/, or performing special tests recommended or required by insurance



Mechanical Services, Inc.

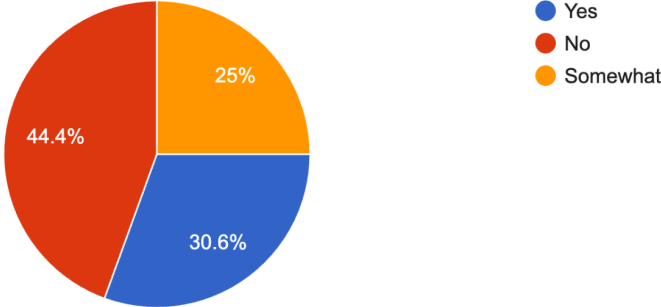
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companies or other third parties; (f) failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) building access or alterations that might be necessary to repair or replace Your existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) valves that are not factory mounted: balance, stop, control, and other valves external to the device; (j) any responsibility for design or redesign of any systems or equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) any services, claims, or damages arising out of Your failure to comply with its obligations under this Agreement; (l) Your failure to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Services are provided, including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) replacement of refrigerant and other fluids / supplies is excluded, unless replacement of refrigerant or other fluid / supply is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) any Services, claims, or damages arising out of refrigerant not supplied by Company. Further, You acknowledge and agree that You shall be solely and exclusively responsible for: (x) the cost of any additional replacement refrigerant, fluids or other supplies; (y) operation of any equipment; and (z) any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company

- 14. Miscellaneous.** No provisions of this Agreement will be waived by any party except in writing, no waiver by any party of a breach shall be construed as a waiver of any subsequent breach by the same party. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and applications of this Agreement shall remain valid and enforceable. This Agreement may be amended or modified only by a written amendment duly signed by each of the parties. The relationship of the parties established by this Agreement is of independent contractors. You may not assign your rights under this Agreement without the prior written consent of Company. This Agreement shall be construed in accordance with the substantive laws of the State of Nebraska. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be brought in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. You waive any right you may have to a jury trial with respect to any litigation arising under or in connection with this Agreement, regardless of theory of recovery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

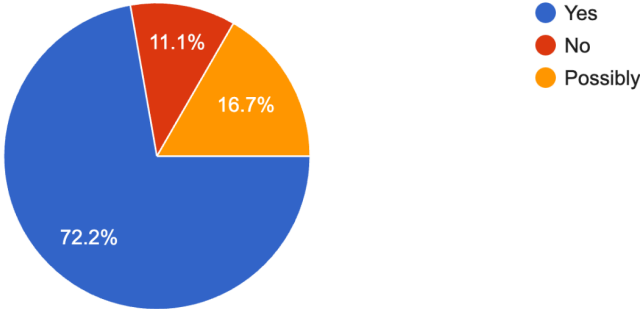
Have transportation issues prevented your family from attending the Elm Creek Public Schools PK program?

36 responses



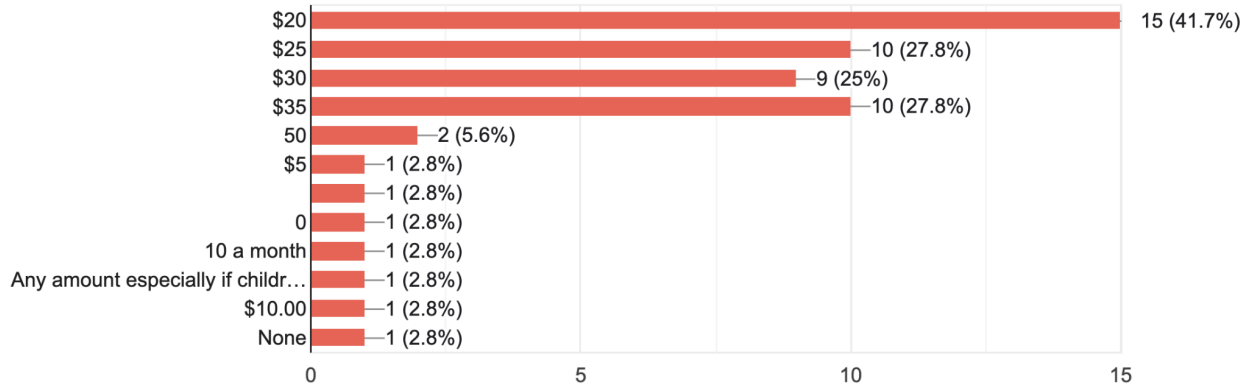
Would transportation services to your home or daycare (in town only) for the preschool program be helpful for your family?

36 responses



If PK transportation services were offered, how much would you be willing to pay as an additional monthly fee? (check all that apply)

36 responses



Do you have any additional comments or suggestions about transportation for our preschool program?

This service should be offered to people who live outside of town. Two of the three daycares in town are outside of city limits.

Since I live out of town I would gladly pay more than the in town people.

NA

Would be very nice for the community to include this.

It needs to be done. I've been actively trying to solve this problem for 4 years. Our new Elm Creek Childcare Initiative has this as one of their goals to fix.

Transportation would have been great for Jax when he was going. For Theodore when he's ready it'll be great!

It would be so extremely helpful to have a transportation program. We were so sad to think about not getting to send our kids to pre school just due to getting them three blocks back to daycare.

There are so many parents/daycare providers that this would be so beneficial for our little ones to get to and from on a daily basis. It is so hard to find someone to help out us working parents on transportation. I have a granddaughter that will be attending next fall and it would help me out a ton!!

I can see it being very helpful for parents who both work and don't have availability to leave work and go back n forth for drop off and pickup times halfway in the day!

Only hike the price for people that use it, if our daycare is out of town and it's not an option, I don't want to pay for it.

I think this would benefit a lot for working parents! This is an amazing idea that the Elm Creek Community would benefit from

The Elm Creek preschool program does an excellent job of meeting the children's needs. The one lacking component of the program is transportation. Transportation for all preschool children, town and country, would be ideal.

The need is critical! It has been very stressful finding transportation. I have had to miss work and use PTO for transporting my child in preschool in the past few years. Very much needed!

I believe alot of towns offer a day care to go along with pre school.

This would have been helpful to us the last 5 years, however we no longer apply.

The school is short staff now. How would you fill this position.

I think I'm order to be comparable with other area preschools, this is a service that should be heavily considered.

We live in the country, south of the river. Would transportation be considered for those out side of town?

No

This only applies if there can be in town daycare

PK transportation would help many families and create less of a daily burden.

I, like, the drop off system, but maybe a few changes. Maybe it could be in the front- one way in and out and you drop off and go? A different time for preschoolers to be dismissed, so they aren't grouped in with the other kids? People basically park in the drop off line and wait, which isn't so bad in the morning or at noon, but when everyone is dismissed- it's rough! It's also hard when contractors or other school buses park in that area, you can't navigate or see everything, so there is a higher probability of injury or a wreck, and it makes me nervous!

Just an outside perspective, I suppose, but that was my two cents on the matter!

Have a fantastic Thursday!

What do you count as in town? Many preschool children attend Alynn Brodine's daycare, including my own, and would benefit greatly from this service. However, would she be considered in town?

Transportation would be great if there was more daycares in elm creek. I think an after school program is a must



Board of Education Regular Meeting  
Monday, December 9, 2024 6:00 PM

## 1. OPEN THE MEETING

### 1.1. Call to Order

The meeting was called to order at 6:00 pm by Board President Alicia Beavers.

#### 1.1.1. Publication of Meeting

#### 1.1.2. Nebraska Open Meetings Law

#### 1.1.3. Pledge of Allegiance

#### 1.1.4. District Mission Statement

### 1.2. Board Member Roll Call

All board members present.

## 2. CELEBRATION OF EXCELLENCE (staff & student presentations, etc.)

The board recognized the FFA students; Jacob, Ava, Taylor, Brenna and Maranda. The students presented highlights of their recent experience at the National FFA Convention in Indianapolis, Indiana. Their enthusiasm for the event reflected the growth of our FFA program and the impact of this national event on their growth as leaders.

Board Member Alicia Beavers extended heartfelt gratitude to outgoing school board members J.C. and Morgan for their dedicated services. J.C. has served the district for 12 years, and Morgan for 8 years, contributing significantly to the growth and success of the school community. Their commitment and leadership were deeply appreciated.

## 3. PUBLIC COMMENT (agenda item specific)

Three members of the community were present. Katie Brodine, President of the Elm Creek Child Care Initiative, spoke on behalf of the preschool transportation issues. She invited the board to collaborate.

## 4. INFORMATION ITEMS

### 4.1. Administrator Reports

#### 4.1.1. Superintendent Report - Mrs. Beran

Mrs. Beran brought attention to the NRCSA Conference on March 20-21. She shared that the Calendar Team would be meeting to discuss the 2025-2026 calendar. She updated the board that the boiler replacement balance is now at \$40,766 and that this project is

planned to be completed by the end of December. The district committee will be meeting with BD on the 16th to discuss the completion of the project estimated at \$571,000. The Grasshopper lawn mower is something to be budgeted for as it is showing wear and tear.

#### 4.1.1.1. Legislative Updates for 2024

Mrs. Beran shared the legislative updates and how they pertain to the district.

#### 4.1.1.2. Review Board Members Participating in Insurance Policy 2016

Board members that are currently using the district insurance are Morgan Meier and J.C. Ourada.

#### 4.1.2. Principal/AD Report - Mr. Marquez

Mr. Marquez provided an update on his recent activities as the semester wraps up. He has been busy assisting students with completing their classes and navigating the start of the winter sports season. He also reported progress on the greenhouse project. The building structure is complete, and the next steps involve Anderson Brothers assessing options for plumbing water to the greenhouse. Additionally, the installation of electricity is pending. Mr. Marquez highlighted that the majority of the equipment for the greenhouse came from the Perkins Grant.

#### 4.1.3. Principal Report - Mrs. Williams

Mrs. Williams provided an update on the elementary school testing schedule. She reported that the current round of STARS testing is being completed, with NSCAS testing scheduled to take place after the holiday break. Additionally, Mrs. Williams shared that ESU 10 invited her to speak at the principals' meeting. She represented the elementary teachers and shared their strategies and successes in teaching.

#### 4.1.4. Strategic Plan Update/District Goals Update

Mrs. Williams presented the strategic plan update, which included an overview of the district's goals and a celebration of the district's recent report from AQuESTT. AQuESTT is Nebraska's system for evaluating schools based on testing data, attendance, college enrollments, and more. The report highlighted the quality of the district, along with the positive results.

Mr. Marquez added to the discussion by emphasizing the district's commitment to continued academic growth. He noted that this will involve adopting high-quality instructional materials and fostering a positive culture across the district. Both were very happy with the scores that Elm Creek Schools received.

#### 4.1.4.1. Review of AQuESTT Designations

- Elementary = Great
- JH = Excellent
- HS = Good
- District = Great

#### 4.1.4.2. Review Financial Literacy Courses

Mrs. Williams reported that financial literacy is being integrated at all levels of the curriculum. At the elementary level, various skills and resources are incorporated, starting in preschool where Mrs Sullivan uses toy money to teach basic concepts.

Mr Marquez shared that junior high students engage with real life scenarios through math standards such as managing concession stand operations.

At the high school level, students are required to take at least one financial literacy class during their high school career. Options include personal finance, accounting and economics courses, all of which align with state recommendations.

Mrs. Williams also highlighted ongoing efforts by Mrs. Barb Keep and the local bank to open savings accounts for students 3rd grade and up. Additionally, the high school entrepreneurial class provides students with experience in business operations by making and selling cookies, allowing them to engage in real life entrepreneurship.

### 4.2. Board Committee Reports

#### 4.2.1. Building, Grounds, and Transportation

The committee met December 4, 2024 to review and discuss the upcoming walk-through with BD, who is coming on the 16th. Also discussed, Rutts finished the storm damaged unit, the boiler balance, and van 6 with a broken side window.

#### 4.2.2. Finance and Personnel

Mrs. Beran is currently finishing up the preventative maintenance schedule.

#### 4.2.3. Policy and Negotiations

The committee met on December 6, 2024 to wrap up the teacher negotiated agreement.

#### 4.2.4. Curriculum and Technology

#### 4.2.5. Americanism

### 5. CONSENT AGENDA

Motion was made to approve the consent agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

5.1. Prior Meeting Minutes

5.2. Policy Final Reading and Adoption Including all New Policy Updates

5.3. Financial Reports and Claims according to Review of Bills policy 3007

6. Consider Closed Session to Hold a Strategy Session with Respect to Collective Bargaining that is Clearly Necessary for the Protection of the Public Interest.

The closed session began at 6:44 pm and the board came out of the closed session at 7:39 pm.

Motion was made to consider a closed session to hold a strategy session with respect to collective bargaining that is clearly necessary. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7. ACTION ITEMS

7.1. Discuss & Consider Accepting Teacher Negotiations Package for 2025-2026 School Year

Motion was made to discuss and consider accepting teacher negotiations for the new school year. This motion, made by Morgan Fouts and seconded by Cole Brodine, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.2. Discuss & Consider Adopting Elementary new Math Materials (Eureka Math Squared) for the sum of \$68,105.15

Motion was made to consider adopting elementary new math materials. This motion, made by Alicia Beavers and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.3. Discuss & Consider Adopting JH/HS new Math Materials (Reveal Math) for the sum of \$30,698.03

Motion to adopt JH/HS math materials. This motion, made by Hannah Hild and seconded by JC Ourada, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.4. Discuss & Consider Student "A" for Early Graduation

Motion made to discuss and consider students early graduation. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.5. Discuss & Consider Student "B" for Early Graduation

Motion made to consider Student B for early graduation. This motion, made by Alicia Beavers and seconded by Cole Brodine, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

8. SCHEDULE NEXT REGULAR BOARD MEETING

Next Board Meeting will be January 9th, 2025.

Motion was made to set the next meeting for January 9, 2024 at 6pm. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9. ADJOURN

Motion made to adjourn the meeting at 7:47pm. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. \*\*CLOSED SESSION: If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act.

11. **SEQUENCE OF AGENDA:** The sequence of agenda topics is subject to change at the discretion of the board.

## Cash Flow Report

School District #9  
1/3/2025

Processing Month

12/2024

Page: 1  
User ID: LKJ

FUND NI Account		BEGINNING CASH 09/01/2024	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	961,204.15	1,772,035.88	(1,944,591.41)	788,648.62
02	DEPRECIATION	379,511.89	61.96	(306,106.79)	73,467.06
02	DEPRECIATION CD	530,756.06	6,228.09	-	536,984.15
03	EMPLOYEE BENEFIT	12,035.14	141.22	-	12,176.36
05	ACTIVITY FUND	107,875.89	171,998.09	(231,884.78)	47,989.20
06	NUTRITION FUND	97,070.02	50,988.06	(107,923.10)	40,134.98
07	BOND FUND	565,867.11	244,461.27	(793,782.33)	16,546.05
08	BUILDING FUND	256,579.80	228,906.31	(8,336.90)	477,149.21
08	EL BLDG FUND-NLAF	1,231.97	18.92	-	1,250.89
08	EL BLDG FUND-FIRSTIER	1,000,021.32	6,567.68	(783,526.01)	223,062.99
08	EL SWEEP ACCT (INTEREST)	198,991.60	8,578.17	-	207,569.77
		4,111,144.95	2,489,985.65	(4,176,151.32)	2,424,979.28

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 9, 2025  
 DECEMBER 2024 FINANCIALS

**GENERAL FUND - ACCT NO. 137766**

BALANCE DECEMBER 1, 2024		\$	825,887.74
RECEIPTS	BUFFALO COUNTY	\$	28,887.98
	DAWSON COUNTY	\$	533.71
	ESU 10	\$	450.00
	PHELPS COUNTY	\$	20,431.78
	PRESCHOOL	\$	800.00
	STATE OF NEBRASKA - AID (NOVEMBER)	\$	85,252.00
	STATE OF NEBRASKA - TITLE FUNDS	\$	85,149.00
	STATE OF NEBRASKA - AID (DECEMBER)	\$	85,252.00
	KRNY AREA COMMUNITY FDN (VEX ROBOTICS GRANT)	\$	2,598.00
	SPED SCHOOL AGE FFR	\$	47,530.00
	STATE - IDEA	\$	76,281.00
	TRANSFER FROM BOND FUND PER AUDITOR	\$	691.08
	<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>433,856.55</b>
AVAILABLE BALANCE		\$	1,259,744.29
DISBURSEMENTS:			
	TRANSFER TO BUILDING PER AUDITOR	\$	29,475.00
	BILLS PAID DECEMBER 9, 2024	\$	68,549.05
	PAYROLL	\$	373,071.62
	<b>TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>471,095.67</b>
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$</b>	<b>788,648.62</b>

**DEPRECIATION FUND - ACCT NO 14832**

ACCT 14832	BALANCE DECEMBER 1, 2024	\$	91,235.60
	EXPENSES	\$	(17,790.17)
	INTEREST	\$	21.63
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$</b>	<b>73,467.06</b>
CD 31722	BALANCE DECEMBER 1, 2024	\$	536,984.15
	EXPENSES	\$	-
	INTEREST	\$	-
	TRANSFER FROM GENERAL FUNDS	\$	-
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$</b>	<b>536,984.15</b>
	<b>DEPRECIATION BALANCE JULY 31, 2024</b>	<b>\$</b>	<b>610,451.21</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 9, 2025  
 DECEMBER 2024 FINANCIALS

<b><u>UNEMPLOYMENT CD #2232</u></b>	BALANCE DECEMBER 1, 2024	\$ 12,176.36
	INTEREST	\$ -
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 12,176.36</b>
<b><u>BUILDING FUND</u></b>	BALANCE DECEMBER 1, 2024	\$ 271,132.19
	BUFFALO COUNTY	\$ 417.93
	DAWSON COUNTY	\$ -
	PHELPS COUNTY	\$ 401.01
	TRANSFER FROM GENERAL FUND PER AUDITORS	\$ 29,475.00
	TRANSFER FROM BOND PER AUDITORS	\$ 175,000.00
	INTEREST	\$ 723.08
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 477,149.21</b>
<b>BOND FUND OPENED 01/01/2023</b>	BALANCE DECEMBER 1, 2024	\$ 183,295.10
	BUFFALO COUNTY	\$ 4,563.54
	DAWSON COUNTY	\$ -
	PHELPS COUNTY	\$ 4,378.49
	TRANSFER TO GENERAL FUND PER AUDITORS	\$ (691.08)
	TRANSFER TO BUILDING ACCOUNT PER AUDITORS	\$ (175,000.00)
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 16,546.05</b>
<b>ELEM CONSTRUCTION (NLAF)</b>	BALANCE DECEMBER 1, 2024	\$ 1,246.37
	DIV REINVESTMENT	\$ 4.52
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 1,250.89</b>
<b>ELEM CONSTRUCTION (FIRSTIER)</b>	BALANCE DECEMBER 1, 2024	\$ 230,290.51
	INTEREST EARNED	\$ 569.57
	INTEREST TO SWEEP ACCOUNT	\$ (1,558.87)
	WILKINS ARCHITECTURE DESIGN	\$ -
	BD CONSTRUCTION	\$ (6,238.22)
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 223,062.99</b>
<b>SWEEP SAVINGS ACCOUNT</b>	BALANCE DECEMBER 1, 2024	\$ 205,984.97
	EARNED INTEREST ON ACCOUNT	\$ 25.93
	INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$ 1,558.87
	<b>BALANCE DECEMBER 31, 2024</b>	<b>\$ 207,569.77</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 9, 2025  
 DECEMBER 2024 FINANCIALS

**LUNCH FUND**

<u>BALANCE DECEMBER 1, 2024</u>		\$	60,786.31
<u>RECEIPTS</u>			
LUNCH SALES		\$	6,040.44
EFUND PAYMENTS		\$	396.30
FEDERAL REIMBURSEMENT BREAKFAST		\$	-
FEDERAL REIMBURSEMENT LUNCH		\$	-
STATE REIMBURSEMENT LUNCH		\$	-
STATE REIMBURSEMENT BREAKFAST		\$	-
TOTAL RECEIPTS		\$	6,436.74
AVAILABLE BALANCE		\$	67,223.05
<u>DISBURSEMENTS</u>			
FOOD/GROCERIES/MILK ETC.		\$	18,353.18
SUPPLIES		\$	2,076.16
MISCELLANEOUS (REIMBURSEMENTS, BANK FEES)		\$	14.20
PAYROLL		\$	6,644.53
TOTAL DISBURSEMENTS		\$	27,088.07
<b>BALANCE DECEMBER 31, 2024</b>		<b>\$</b>	<b>40,134.98</b>

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JANUARY BILLS AS OF 01/02/25

BERNARD FOODS		\$	-
CASHWA		\$	10,687.99
DOLLAR GENERAL		\$	-
FOSTERS FAMILY FOODS (BEEF PURCHASE)		\$	3,654.65
HILAND (MILK)		\$	1,092.18
JANUARY 2025 PAYROLL (ESTIMATE)		\$	6,500.00
US FOODS		\$	-
VILLAGE UNIFORM (TOWELS ETC)		\$	79.24
		\$	22,014.06

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 9, 2025  
 DECEMBER 2024 FINANCIALS

**ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)**

	BALANCE DECEMBER 1, 2024		\$	69,304.15
RECEIPTS	ATHLETICS & ACTIVITIES	\$	24,123.12	
	CLUB & CLASS ACCOUNTS	\$	7,851.32	
	DISTRICT ACTIVITIES	\$	5,482.77	
	TRANSFER FROM GENERAL	\$	-	
	TOTAL RECEIPTS		\$	37,457.21
EXPENSES	ATHLETICS & ACTIVITIES	\$	31,955.73	
	CLUB & CLASS ACCOUNTS	\$	7,568.02	
	DISTRICT ACTIVITIES	\$	19,248.41	
	TOTAL EXPENSES		\$	58,772.16
	<b>BALANCE DECEMBER 31, 2024</b>		<b>\$</b>	<b>47,989.20</b>

**Checking Account ID: GENERAL**

**Check Type: Check**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
20505	01/09/2025				BEACONO	BEACON OBSERVER	220.58
20506	01/09/2025				BERANK	KIMBERLY BERAN	27.47
20507	01/09/2025				BLACKHILLS	BLACK HILLS ENERGY	4,876.80
20508	01/09/2025				BUFFALOELE	BUFFALO CO ELECTION COMMISSION	160.92
20509	01/09/2025				WALMART	CAPITAL ONE	202.66
20510	01/09/2025				CARRC	CLINTON CARR	26.13
20511	01/09/2025				EASYST	KAREN CHANDLER	750.23
20512	01/09/2025				USBANK	CORPORATE PAYMENT SYSTEMS	2,285.15
20513	01/09/2025				CULLIGAN	CULLIGAN OF KEARNEY	149.95
20514	01/09/2025				DAWSONCLE	DAWSON COUNTY CLERK	100.00
20515	01/09/2025				EAKESOFF	EAKES OFFICE PRODUCTS	1,670.37
20516	01/09/2025				ECOLAB	ECOLAB PEST ELIMINATION	82.06
20517	01/09/2025				ESU10	EDUCATIONAL SERVICE UNIT 10	11,052.62
20518	01/09/2025				EMERGE	EMERGENT 3	3,875.00
20519	01/09/2025				FIRSTC	FIRST CARE MEDICAL	185.00
20520	01/09/2025				FOSTERC	CURT FOSTER	200.00
20521	01/09/2025				FOSTFAM	FOSTER'S FAMILY FOODS	193.77
20522	01/09/2025				HOMETOWN	HOMETOWN LEASING	1,320.00
20523	01/09/2025				PAYFLEX	INSPIRA FINANCIAL	150.00
20524	01/09/2025				ISS	INTEGRATED SECURITY SOLUTIONS	400.00
20525	01/09/2025				KEARNWINN	KEARNEY WINNELSON CO.	55.25
20526	01/09/2025				LONGK	KATHY LONG	525.00
20527	01/09/2025				MARQUEZB	BRANDON MARQUEZ	2,400.00
20528	01/09/2025				LINWELD	MATHESON TRI GAS	323.70
20529	01/09/2025				MCGRAW	MCGRAW-HILL COMPANIES	29,418.03
20530	01/09/2025				MENARD430	MENARDS - KEARNEY	223.54
20531	01/09/2025				NCSA	NE COUNCIL OF SCHOOL ADM	120.00
20532	01/09/2025				NEBOIL	NE STATE FIRE MARSHAL AGENCY	316.00
20533	01/09/2025				NASB	NEBRASKA ASSN OF SCHOOL BOARDS	300.00
20534	01/09/2025				NPPD	NEBRASKA PUBLIC POWER DISTRICT	5,281.59
20535	01/09/2025				NE SAFETY	NEBRASKA SAFETY CENTER	370.00
20536	01/09/2025				ONESOURCE	ONESOURCE	40.00
20537	01/09/2025				SPARQDATA	SPARQDATA SOLUTIONS	4,400.00
20538	01/09/2025				STATENE	STATE OF NEBRASKA	361.28
20539	01/09/2025				VILLAGEE	VILLAGE OF ELM CREEK	1,183.50
20540	01/09/2025				VILLAGEU	VILLAGE UNIFORM	151.17
20541	01/09/2025				VVS	VVS SURVEILLANCE SYSTEMS	80.00
20542	01/09/2025				WEXBANK	WEX BANK	1,174.24
20543	01/09/2025				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00

Check Type Total:	Check	Void Total:	0.00	Total without Voids:	74,682.01
Checking Account Total:	GENERAL	Void Total:	0.00	Total without Voids:	74,682.01
	Grand Total:	Void Total:	0.00	Total without Voids:	74,682.01

**Checking Account ID: STACTIVITY**

**Check Type: Automatic Payment**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
13	12/10/2024	X			DELUXE	DELUXE	621.04
14	12/18/2024	X			MAGICW	MAGIC WRITER	1.23
Check Type Total:					Automatic Payment	Void Total:	0.00
						Total without Voids:	622.27

**Checking Account ID: STACTIVITY**

**Check Type: Check**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
17609	12/06/2024	X			KLINGELA	AARON KLINGELHOFER ATC	80.00
17610	12/06/2024	X			CASHWAACT	CASH-WA DISTRIBUTING	1,285.60
17611	12/06/2024	X			USBANK	CORPORATE PAYMENT SYSTEMS	1,243.26
17612	12/06/2024	X	X	12/31/2024	COZADSCH	COZAD CITY SCHOOLS	75.00
17613	12/06/2024	X			DIVAS	DIVAS at KEARNEY FLORAL CO.	36.00
17614	12/06/2024	X			FIRSTIER	FIRSTIER BANK	1,400.00
17615	12/06/2024	X			FOSTFAMA	FOSTER'S FAMILY FOODS	7.17
17616	12/06/2024	X			GILLMING	MARK GILLMING	35.00
17617	12/06/2024	X			HOWELLS	HOWELLS-DODGE PUBLIC SCHOOLS	125.00
17618	12/06/2024	X			HULSB	BEN HULS	146.00
17619	12/06/2024	X			JOHNSPAT	PATRICK JOHNS	75.00
17620	12/06/2024	X			JOSTENS	JOSTENS	1,776.50
17621	12/06/2024	X			METRO	METROPOLITAN ENTERTAINMENT	2,562.50
17622	12/06/2024	X			METRO	METROPOLITAN ENTERTAINMENT	60.50
17623	12/06/2024	X			MFATHLETIC	MFAC, LLC	2,847.00
17624	12/06/2024	X			REINERPAUL	PAUL REINERTSON	147.00
17625	12/06/2024	X			SADDB	BRYCE SADD	75.00
17626	12/06/2024	X			STEINERE	ERIC STEINER	75.00
17627	12/06/2024	X			THIELET	TIM THIELE	147.00
17628	12/06/2024	X			VARSIYSPI	VARSIY SPIRIT FASHION	843.27
17629	12/06/2024	X			VSATHLET	VS ATHLETICS, INC	4,834.48
17630	12/06/2024	X			WISEP	PARKER WISE	75.00
17631	12/10/2024	X			BUCKJERRY	JERROLD BUCK	147.00
17632	12/10/2024	X			FIRSTIER	FIRSTIER BANK	1,400.00
17633	12/10/2024	X			HARBURD	DREW HARBUR	75.00
17634	12/10/2024	X			HUDL	HUDL	13,700.00
17635	12/10/2024	X			JOHNSPAT	PATRICK JOHNS	75.00
17636	12/10/2024	X	X	12/10/2024	JOHNSONJE	JERRY JOHNSON	146.00
17637	12/10/2024	X			KLEINC	CARTER KLEIN	75.00
17638	12/10/2024	X			SADDB	BRYCE SADD	75.00
17639	12/10/2024	X			STEINERE	ERIC STEINER	75.00
17640	12/10/2024	X			WETOVICKN	NOLAN WETOVICK	147.00
17641	12/10/2024	X			WISEP	PARKER WISE	75.00
17642	12/10/2024	X			GILLMING	MARK GILLMING	75.00
17643	12/10/2024	X			ANSELMOMER	ANSELMO Merna HIGH SCHOOL	100.00
17644	12/10/2024	X			JOHNSONJAC	JACK JOHNSON	146.00
17645	12/13/2024	X			ALBRECHTM	MARTY ALBRECHT	146.00
17646	12/13/2024	X			BERNALR	RAYMOND BERNAL	75.00
17647	12/13/2024	X			BIENHOFF	RANDY BIENHOFF	147.00
17648	12/13/2024	X			BROKENBOWS	BROKEN BOW SCHOOLS	100.00
17649	12/13/2024	X			BUESCHER	DARIN BUESCHER	75.00
17650	12/13/2024	X			CAMBRIDGES	CAMBRIDGE HIGH SCHOOL	225.00
17651	12/13/2024	X			USBANK	CORPORATE PAYMENT SYSTEMS	1,483.32
17652	12/13/2024	X			FIRSTIER	FIRSTIER BANK	1,400.00
17653	12/13/2024	X			GILLMING	MARK GILLMING	75.00
17654	12/13/2024	X			HARBURD	DREW HARBUR	75.00
17655	12/13/2024	X			SADDB	BRYCE SADD	75.00
17656	12/13/2024	X			STEINERE	ERIC STEINER	75.00
17657	12/13/2024	X			UNLSCIENCE	UNIVERSITY OF NEBRASKA-LINCOLN	160.00
17658	12/13/2024	X			WETOVICKN	NOLAN WETOVICK	147.00
17659	12/20/2024	X			BLUECROS	BLUE CROSS BLUE SHIELD OF NE	4,173.37
17660	12/20/2024	X			BSNSPO	BSN SPORTS	82.99
17661	12/20/2024	X			FIRSTIER	FIRSTIER BANK	2,800.00

**Checking Account ID: STACTIVITY**

**Check Type: Check**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
17662	12/20/2024	X			GILLMING	MARK GILLMING	35.00
17663	12/20/2024				GOTHENBURG	GOTHENBURG SCHOOLS	117.64
17664	12/20/2024	X			JOHNSPAT	PATRICK JOHNS	75.00
17665	12/20/2024	X			JOHNSONJAC	JACK JOHNSON	146.00
17666	12/20/2024	X			KNAPPR	RYAN KNAPP	100.00
17667	12/20/2024	X			LIPS	LIPS PRINTING SERVICE	81.60
17668	12/20/2024				MISKO	MISKO SPORTS, LLC	844.98
17669	12/20/2024	X			SADDB	BRYCE SADD	75.00
17670	12/20/2024	X			STEINERE	ERIC STEINER	75.00
17671	12/20/2024				SUMNERSCH	SUMNER-EDDYVILLE-MILLER	100.00
17672	12/20/2024	X			WETOVICKN	NOLAN WETOVICK	147.00
17673	12/20/2024	X			WETOVICKR	RYAN WETOVICK	147.00
17674	12/20/2024				WISEP	PARKER WISE	75.00
17675	12/23/2024				DOANEUN	DOANE UNIVERSITY	180.00
17676	12/30/2024				4SEASONS	4 SEASONS FUND RAISING	4,694.71
17677	12/30/2024				ALBRECHTM	MARTY ALBRECHT	147.00
17678	12/30/2024				BIENHOFF	RANDY BIENHOFF	146.00
17679	12/30/2024				DUELANDJ	JAYCE DUELAND	147.00
17680	12/30/2024	X			FIRSTIER	FIRSTIER BANK	3,600.00
17681	12/30/2024				GILLMING	MARK GILLMING	70.00
17682	12/30/2024				HULSB	BEN HULS	146.00
17683	12/30/2024	X			JOHNSPAT	PATRICK JOHNS	100.00
17684	12/30/2024				STEINERE	ERIC STEINER	100.00
17685	12/30/2024				THIELET	TIM THIELE	147.00
17686	12/30/2024				WISCHMEIER	TRAVIS WISCHMEIER	147.00
17687	12/31/2024				ALBRECHTM	MARTY ALBRECHT	146.00
17688	12/31/2024				BIENHOFF	RANDY BIENHOFF	147.00
17689	12/31/2024				DUELANDJ	JAYCE DUELAND	147.00
17690	12/31/2024				GILLMING	MARK GILLMING	70.00
17691	12/31/2024				HULSB	BEN HULS	147.00
17692	12/31/2024				JOHNSPAT	PATRICK JOHNS	100.00
17693	12/31/2024				STEINERE	ERIC STEINER	100.00
17694	12/31/2024				THIELET	TIM THIELE	147.00
17695	12/31/2024				WISCHMEIER	TRAVIS WISCHMEIER	146.00
Check Type Total:			Check		Void Total:	221.00	Total without Voids: 58,149.89
Checking Account Total:			STACTIVITY		Void Total:	221.00	Total without Voids: 58,772.16
			Grand Total:		Void Total:	221.00	Total without Voids: 58,772.16

**Check Register by Checking Account**

JANUARY 9, 2025 SPECIAL BUILDING FUND CHECK REGISTER

**Checking Account ID: BUILDING**

**Check Type: Check**

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
1051	01/09/2025				MILLER	MILLER & ASSOCIATES CONSULTING ENGINEERS, PC	9,600.00
Check Type Total:		Check				Void Total: 0.00	Total without Voids: 9,600.00
Checking Account Total:		BUILDING				Void Total: 0.00	Total without Voids: 9,600.00
		Grand Total:				Void Total: 0.00	Total without Voids: 9,600.00





Elm Creek Public Schools  
 230 East Calkins Avenue  
 Elm Creek, NE 68836

Invoice **800480**  
 Draw 31  
 Date 1/3/24  
 Customer 5009  
 Billing Thru: 12/31/2024

**Contract:** 21-02-025 School Addition and Renovation

**Contract Recap:**

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	105,110.81
Construction to Date	\$	11,531,469.10
Total Completed to Date	\$	11,241,725.67
Retainage	\$	(250,000.00)
Total Earned Less Retainage	\$	10,991,725.67
Less Previous Billings	\$	<u>(10,961,132.92)</u>
 AMOUNT DUE THIS INVOICE	\$	 30,592.76

**Net 10 Days**



CSI Division	Description	Quantity	Rate	Amount
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**01 General Requirements**

01-3100.40	Incidental Const Services			
	Superintendent	0	\$ 90.00	\$ -
			\$ 110.00	\$ -
	Assistant Superintendent	8	\$ 80.00	\$ 640.00
			\$ 100.00	\$ -
	Leadman	0	\$ 75.00	\$ -
		0	\$ 92.50	\$ -
	Skilled Laborer	0	\$ 70.00	\$ -
			\$ 85.00	\$ -
	Laborer	8	\$ 55.00	\$ 440.00
			\$ 68.50	\$ -
	Other Misc Costs			\$ 50.22
01-3100.50	Plan Documents			\$ -
01-3113.10	Sr. Accounting	2.5	\$ 75.00	\$ 187.50
01-3113.20	Accounting	1.5	\$ 70.00	\$ 105.00
01-3113.30	Construction Op Director		\$ 120.00	\$ -
01-3113.44	Field Operations Director	2.5	\$ 120.00	\$ 300.00
01-3113.45	Project Engineer	0	\$ 150.00	\$ -
01-3113.50	Project Manager	17.5	\$ 85.00	\$ 1,487.50
		0.5	\$ 105.00	\$ 52.50
01-3113.55	Assistant Project Manager	1	\$ 70.00	\$ 70.00
01-3113.60	Superintendent	0	\$ 90.00	\$ -
			\$ 110.00	\$ -
01-3113.65	Assistant Superintendent	0	\$ 80.00	\$ -
			\$ 100.00	\$ -
01-7700-99	Close out Procedures	1	\$ 80.00	\$ 80.00
<b>TOTAL GENERAL REQUIREMENTS</b>			<b>\$</b>	<b>3,412.72</b>





**Project:**

**Elm Creek Public Schools**

**Location:**

Elm Creek, NE

**Date:**

December 31, 2024

## Billed to Date

CSI	Description	Cont. / Supplier	Estimate	Billed to Date	Balance to Finish	Draw 31
<b>01-0000-00</b>	<b>Pre-Construction General Conditions</b>		\$ 28,700.00	\$ 28,555.00	\$ 145.00 99%	\$ -
01-3113-10	Sr. Accounting		\$ 150.00	\$ -	\$ 150.00	
01-3113-20	Accounting		\$ 280.00	\$ 385.00	\$ (105.00)	
01-3113-30	Sr. Estimating		\$ 14,400.00	\$ 26,700.00	\$ (12,300.00)	
01-3113-75	Contract Administration		\$ 1,470.00	\$ 1,470.00	\$ -	
01-3113-80	Project Executive		\$ 12,400.00	\$ -	\$ 12,400.00	
<b>01-0000-00</b>	<b>General Conditions</b>		\$ 518,823.78	\$ 543,053.63	\$ (24,229.85) 105%	\$ 2,367.57
01-3113-10	Sr. Accounting		\$ 11,700.00	\$ 9,187.50	\$ 2,512.50	\$ 187.50
01-3113-20	Accounting		\$ 10,920.00	\$ 15,050.00	\$ (4,130.00)	\$ 105.00
01-3113-30	Sr. Estimating		\$ -	\$ 840.00	\$ (840.00)	
01-3113-85	Field Operations Manager		\$ 37,440.00	\$ 13,620.00	\$ 23,820.00	\$ 300.00
01-3113-50	Project Manager		\$ 127,880.00	\$ 96,282.50	\$ 31,597.50	\$ 1,540.00
01-3113-55	Assistant Project Manager		\$ -	\$ 20,580.00	\$ (20,580.00)	\$ 70.00
01-3113-60	Superintendent		\$ 287,950.00	\$ 364,645.00	\$ (76,695.00)	
	Mileage ( Sup. And Admin.)		\$ 2,028.78	\$ 10,462.13	\$ (8,433.35)	\$ 165.07
01-3113-65	Assistant Superintendent		\$ -	\$ 6,660.00	\$ (6,660.00)	
01-3113-70	Safety Consultant		\$ 2,925.00	\$ 1,528.00	\$ 1,397.00	
01-3113-75	Contract Administration		\$ 1,400.00	\$ 1,176.00	\$ 224.00	
01-3113-80	Project Executive		\$ 36,580.00	\$ 3,022.50	\$ 33,557.50	
<b>01-0000-00</b>	<b>General Requirements</b>		\$ 217,175.00	\$ 286,952.87	\$ (69,777.87) 132%	\$ 1,210.22
01-3100-40	Incidental Construction Services		\$ 27,000.00	\$ 99,498.91	\$ (72,498.91)	\$ 1,130.22
01-3100-50	Plan Documents		\$ 5,000.00	\$ (300.00)	\$ 5,300.00	
01-3300-10	Electronic Shop Drawing Reviewal Process	Submittal Exchange	\$ 12,500.00	\$ 18,218.61	\$ (5,718.61)	
01-4126-10	Permits		\$ 5,000.00	\$ 2,254.10	\$ 2,745.90	
01-4126-20	Fire Marshall Permit	Fire Marshall	\$ 500.00	\$ -	\$ 500.00	
01-4523-10	Soil Compaction	Allowance	\$ 15,000.00	\$ -	\$ 15,000.00	
01-4523-20	Geotech services / site investigation	Allowance	\$ 4,500.00	\$ -	\$ 4,500.00	
01-4523-30	Concrete Testing	Included in Soil testing above	\$ -	\$ -	\$ -	
01-4710-10	Builders Risk Insurance	OWNER	\$ -	\$ -	\$ -	
01-5113-10	Temporary Electrical	OWNER	\$ -	\$ -	\$ -	
01-5113-10	Power Office Trailer		\$ 1,500.00	\$ 446.94	\$ 1,053.06	
01-5123-10	Temporary Heat	NONE	\$ -	\$ 15,752.73	\$ (15,752.73)	
01-5133-10	Temporary Telephone (Cell Phone)		\$ 4,950.00	\$ 4,106.94	\$ 843.06	
01-5136-10	Temporary Water Drinking		\$ 630.00	\$ 271.66	\$ 358.34	
01-5136-20	Temporary Water Construction	OWNER	\$ -	\$ -	\$ -	
01-5213-10	Prjt Field Office Delivery (loaded mile)		\$ 330.00	\$ -	\$ 330.00	
01-5213-20	Project Field Office Rent		\$ 11,700.00	\$ 7,350.00	\$ 4,350.00	

77	01-5219-10	Sanitary Facilities		\$	2,565.00	\$	4,876.00	\$	(2,311.00)		
81	01-5626-10	Temp Chain Link Fence	Allowance	\$	15,000.00	\$	166.63	\$	14,833.37		
82	01-5813-10	Project Signage	None			\$	-	\$	-		
83	01-7113-10	Mobilization	Allowance	\$	4,000.00	\$	4,000.00	\$	-		
84	01-7113-20	Bugout	Included in Mobilization costs			\$	-	\$	-		
85	01-7419-10	Refuse Collection & Disposal		\$	9,000.00	\$	13,389.74	\$	(4,389.74)		
86	01-7423-10	Rough Cleaning	Allowance	\$	7,500.00	\$	-	\$	7,500.00		
87	01-7423-10	Final Cleaning	Allowance	\$	13,500.00	\$	8,312.56	\$	5,187.44		
	01-7700-99	Closeout Procedures				\$	14,670.00	\$	(14,670.00)	\$ 80.00	
89	60-1000-99	Survey (Site Plan) - including staking	Allowance	\$	8,000.00	\$	1,334.57	\$	6,665.43		
99	70-1000-20	Fuel	Allowance	\$	1,500.00	\$	2,332.56	\$	(832.56)		
100	70-7000-99	Equipment		\$	67,500.00	\$	90,270.92	\$	(22,770.92)	\$ -	
101											
102	<b>02000000</b>	<b>Existing Conditions</b>		\$	65,169.00	\$	68,543.84	\$	(3,374.84)	105%	\$ -
103	02	Temporary Walls	Allowance	\$	20,000.00	\$	23,374.84	\$	(3,374.84)		
104	02-4100.99	Demolition	BD Construction	\$	45,169.00	\$	45,169.00	\$	-		
106		Site Demo	Included in Site Prep Below	\$	-	\$	-	\$	-		
107											
108	<b>03000000</b>	<b>Concrete</b>		\$	604,383.51	\$	569,392.54	\$	34,990.97	94%	\$ -
109	03-3000.00	Building Concrete (foundation, floors, stoops)	Bigzby's Concrete	\$	546,217.91	\$	534,927.54	\$	11,290.37		
		Add 1440 sf of hard surface court		\$	7,185.60	\$	-	\$	7,185.60		
111	03-3000.00	Concrete Topping	Included in Concrete			\$	-	\$	-		
112		Concrete Reinforcing Steel (including mesh)	Concrete Industries	\$	32,925.00	\$	32,925.00	\$	-		
114		Masonry Reinforcing Steel	Concrete Industries	\$	2,365.00	\$	1,540.00	\$	825.00		
116		Reinforcing steel (additional concrete )	Concrete Industries	\$	690.00	\$	-	\$	690.00		
117											
118	<b>04000000</b>	<b>Masonry</b>		\$	416,220.00	\$	416,220.00	\$	-	100%	\$ -
119	04-2000.99	Masonry	Masonry Unlimited	\$	416,220.00	\$	416,220.00	\$	-		
121											
122	<b>05000000</b>	<b>Metals</b>			\$1,184,433.00	\$	\$1,180,380.73	\$	\$4,052.27	100%	\$0.00
124		Structural Steel Fab	Apollo Steel	\$	832,200.00	\$	832,200.00	\$	-		
125		Structural Steel Stairs & Rails Fab	Apollo Steel	\$	74,500.00	\$	74,500.00	\$	-		
126		Structural Steel Erection	Schroeder Steel Erection	\$	277,733.00	\$	273,680.73	\$	4,052.27		
127											
128	<b>06000000</b>	<b>Wood, Plastics &amp; Composites</b>		\$	304,951.00	\$	304,951.00	\$	-	100%	\$ -
129		Rough Carpentry	BD Construction	\$	161,130.00	\$	161,130.00	\$	-		
137		Casework	Designercraft	\$	143,821.00	\$	143,821.00	\$	-		
138	<b>07 00 00</b>	<b>Thermal &amp; Moisture Protection</b>		\$	478,595.44	\$	480,634.52	\$	(2,039.08)	100%	\$ -
139	07-2100.10	Batt Insulation Alternate in lieu of Sprayed	Midwest Partitions	\$	44,500.00	\$	44,500.00	\$	-		
140	07-2100.10	Foam Insulation	Estimated Cost	\$	15,000.00	\$	16,517.64	\$	(1,517.64)		
		Fluid Applied Membrane	Midwest Partitions	\$	48,750.00	\$	48,750.00	\$	-		
		Membrane at elevator pit	?	\$	2,000.00	\$	2,000.00	\$	-		
145		Building Expansion joint w/ covers	Allowance	\$	5,000.00	\$	818.43	\$	4,181.57		
		Roofing	Tri-Cities Group Roofing	\$	325,904.44	\$	335,009.59	\$	(9,105.15)		
152	07-7123.10	Gutter and Downspouts	Included in Roofing			\$	-	\$	-		
154	07-9200.10	Sealants	Global Caulking	\$	37,441.00	\$	33,038.86	\$	4,402.14		
158		Insulation	Weathertight			\$	-	\$	-		

159	<b>08 00 00</b>	<b>Openings</b>		\$	414,082.00	\$	414,082.00	\$	-	100%	\$	-
		Doors and Hardware	Midwest Door & Hardware	\$	225,416.00	\$	225,416.00	\$	-			
169	08-3000.10	Overhead door	Bid #	\$	24,917.00	\$	24,917.00	\$	-			
172	08-5000.20	Exterior Windows	Included in Aluminum			\$	-	\$	-			
173	08-5000.20	Interior Windows	Included in Aluminum			\$	-	\$	-			
	08-5000.20	Aluminum Storefront & Glazing	Tri County Glass	\$	163,749.00	\$	163,749.00	\$	-			
183												
184	<b>09 00 00</b>	<b>Finishes</b>		\$	2,018,347.00	\$	2,016,937.00	\$	1,410.00	100%	\$	-
186	09-2116.10	Gypsum Drywall	Midwest Partitions	\$	1,427,583.00	\$	1,427,583.00	\$	-			
		Painting	Kucera Painting	\$	141,033.00	\$	141,033.00	\$	-			
		Acoustical Ceilings	TC Ceilings	\$	114,400.00	\$	112,990.00	\$	1,410.00			
	09-6000.99	Flooring	Floors Inc	\$	168,915.00	\$	168,915.00	\$	-			
	09-6000.99	Polished & Sealed Concrete	Kucera Painting	\$	37,200.00	\$	37,200.00	\$	-			
208	09-6000.99	Tile	Floors Inc	\$	129,216.00	\$	129,216.00	\$	-			
209												
210	<b>10 00 00</b>	<b>Specialties</b>		\$	155,518.00	\$	138,119.50	\$	17,398.50	89%	\$	-
212		Display Boards	EPCO	\$	35,728.00	\$	35,728.00	\$	-			
213		Wall Protection (corner guards; minor wp)	EPCO	\$	10,808.00	\$	10,808.00	\$	-			
214	10-4400.10	Fire Extinguishers	EPCO	\$	2,781.00	\$	2,781.00	\$	-			
215	10-2800.10	Toilet Accessories	EPCO	\$	5,872.00	\$	5,872.00	\$	-			
216	10-2800.10	Toilet Partitions	EPCO	\$	28,193.00	\$	28,193.00	\$	-			
217		Lockers (Material and installation)	Storage and Design	\$	47,500.00	\$	47,500.00	\$	-			
219	10-1400.10	AED - Difibulator (2 total???)	EPCO (Allowance)	\$	6,136.00	\$	6,136.00	\$	-			
220	10-1400.10	Interior Room Signage	Allowance	\$	3,500.00	\$	1,101.50	\$	2,398.50			
221	10-1400.10	Exterior Signage	Allowance	\$	15,000.00	\$	-	\$	15,000.00			
222												
230	<b>12 00 00</b>	<b>Furnishings</b>		\$	15,500.00	\$	16,971.00	\$	(1,471.00)	109%	\$	-
232		Roller window shades	Allowance	\$	15,500.00	\$	16,971.00	\$	(1,471.00)			
233												
237	<b>14 00 00</b>	<b>Conveying Systems</b>		\$	131,950.00	\$	131,950.00	\$	-	100%	\$	-
238		Elevator	Otis Elevator	\$	96,000.00	\$	96,000.00	\$	-			
239		Elevator - Lift	Access Elevator	\$	35,950.00	\$	35,950.00	\$	-			
240												
241	<b>21 00 00</b>	<b>Fire Suppresion</b>		\$	99,975.00	\$	100,095.00	\$	(120.00)	100%	\$	-
242	21-1300.99	Automatic Fire Sprinkler System	Bamford	\$	98,800.00	\$	98,920.00	\$	(120.00)			
243	21-1300.99	Auto. Fire Sprinkler System - Disconnect Existing	Bamford	\$	1,175.00	\$	1,175.00	\$	-			
244												
245	<b>22 00 00</b>	<b>Plumbing</b>		\$	2,232,598.00	\$	2,232,598.00	\$	-	100%	\$	-
246	22-1000.99	Plumbing	Anderson Bros	\$	2,223,728.00	\$	2,223,728.00	\$	-			
249	22-1000.99	Plumbing - Disconnect Existing Shop	Waggoner Plumbing	\$	8,870.00	\$	8,870.00	\$	-			
250												
257	<b>26 00 00</b>	<b>Electrical</b>		\$	1,284,743.66	\$	1,216,084.66	\$	68,659.00	95%	\$	-
258	26-0500.99	Electrical	Kidwell	\$	1,276,731.00	\$	1,208,072.00	\$	68,659.00			
264	26-0500.99	Electrical - Disconnect Existing Shop	Kidwell	\$	2,578.00	\$	2,578.00	\$	-			
	26-0500.99	Electrical - Disconnect Existing Shop (Additional)	Kidwell	\$	5,434.66	\$	5,434.66	\$	-			
266												
275	<b>31 00 00</b>	<b>Earthwork</b>		\$	374,858.00	\$	359,858.00	\$	15,000.00	96%	\$	-
276	31-1413.99	Site Prep	Morten Construction	\$	158,508.00	\$	158,508.00	\$	-			
277	31-1413.99	Elementary Building Demo	Morten Construction	\$	199,000.00	\$	199,000.00	\$	-			
278	31-1413.99	Erosion Control	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00			
279		Termite Control	Affordable Pest Control	\$	2,350.00	\$	2,350.00	\$	-			
281												

282	<b>32 00 00</b>	<b>Exterior Improvements</b>		\$	27,972.16	\$	20,472.16	\$	7,500.00	73%	\$	-
286	32-1723.99	Parking Lot Stripping	Estimated Cost	\$	7,500.00	\$	-	\$	7,500.00			
287		Fencing	Patriotic Builders	\$	20,472.16	\$	20,472.16	\$	-			
291												
292	<b>33 00 00</b>	<b>Utilities</b>		\$	10,000.00	\$	-	\$	10,000.00	0%	\$	-
293	33-0000.00	Site Utilities	included above in Plumbing	\$	-	\$	-	\$	-			
294	33-0000.00	Site Utilities - PIV and Misc	?	\$	10,000.00	\$	-	\$	10,000.00			
297	<b>70 00 00</b>	<b>Misc</b>		\$	-	\$	-	\$	-	#DIV/0!	\$	-
298												
299												
300			Net	\$	10,583,994.55	\$	10,525,851.45	\$	58,143.10		\$	3,577.79
			CO#1-overex,elevator,demo vestibule	\$	18,969.69	\$	18,969.69	\$	-			
			CO#2-fire marshal, fur out walls,band room carp	\$	43,566.97	\$	30,699.76	\$	12,867.21			
			CO#3-weight room demo	\$	42,574.15	\$	39,722.23	\$	2,851.92			
304			Estimating Adjustment	\$	525,217.22	\$	365,734.51	\$	159,482.71		\$	26,444.54
305			Credit cost of 2nd Flr Corridor window	\$	(14,878.50)	\$	-	\$	(14,878.50)			
306			Owner Contingency	\$	50,000.00	\$	-	\$	50,000.00			
307			Contractors Fee	\$	212,025.02	\$	192,366.03	\$	19,658.99		\$	570.42
308			<b>Subtotal</b>	\$	<b>11,461,469.10</b>	\$	<b>11,173,343.67</b>	\$	<b>288,125.43</b>		\$	<b>30,592.75</b>
309			CM Bond Cost	\$	70,000.00	\$	68,382.00	\$	1,618.00			
			<b>Total</b>	\$	<b>11,531,469.10</b>	\$	<b>11,241,725.67</b>	\$	<b>289,743.43</b>		\$	<b>30,592.75</b>

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

01-06-2025

Page 1

All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>21-02-025</b> Elm Creek Public Schools - CMR			
01-3100-40 Incidental Const Services			
2028 Builders Warehouse			
PO Box 1895			
Kearney NE 68848-1895			
1692375	11-26-2024	fastners/tape/brush/roller	50.22
CSI Total			50.22*
32-1300-10 Concrete Paving			
2249 Bigzbys Concrete, Inc			
121 Kaufman Ave			
Grand Island NE 68803			
4449	12-11-2024	Draw-ECS	26,444.54
CSI Total			26,444.54*
Report Totals:			26,494.76*

**Checking Account ID: BUILDING**

**Check Type: Check**

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
10056	01/09/2025				BDCONST	BD CONSTRUCTION	30,592.76
Check Type Total:			Check			Void Total: 0.00	Total without Voids: 30,592.76
Checking Account Total:			BUILDING			Void Total: 0.00	Total without Voids: 30,592.76
Grand Total:						Void Total: 0.00	Total without Voids: 30,592.76

**AMENDMENT TO  
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT  
ELM CREEK PUBLIC SCHOOLS**

This Amendment is made by and between the **Board of Education of Elm Creek Public Schools**, legally known as **Buffalo County School District 10-0009**, and referred to as “the Board” and “the School District” respectively, and **Kim Beran**, referred to herein as “the Superintendent.”

The parties entered into a Superintendent’s Contract (“Contract”) on January 9, 2025. The parties agree to amend the Contract as follows:

Section 2 of the contract is amended such that the annual salary for the 2025-26 school year shall be \$140,760.

Section 3.A.g is added to the Contract as follows:

(g) Bereavement Leave. The Superintendent will be provided leave with pay for bereavement leave as provided in the Negotiated Agreement between the Elm Creek Education Association and Elm Creek Public Schools.

All other terms and conditions of the Superintendent Contract of Employment shall remain in full force and effect.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board President

Executed on January 9, 2025

Executed on January 9, 2025