

## Board of Education Regular Meeting

Monday, April 17, 2023 6:00 PM

Library Flex Room  
230 Calkins Avenue  
Elm Creek, NE 68836-0490

1. Call to Order
2. Flag Salute
3. Open Meeting Act
  - 3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.
4. Roll Call
  - 4.1. - Excuse Absent Board Members
5. Approval of Agenda
6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

7. Consent Agenda
  - 7.1. Elm Creek Public Schools Mission Statement:  
At Elm Creek Public Schools we will:  
Be Kind  
Be Respectful  
Be Responsible  
Be Trustworthy  
Be Accountable  
Be Honest  
and Give Great Effort.
  - 7.2. Minutes
  - 7.3. Claims
  - 7.4. Staff Adjustments  
  
New Hires:  
Carissa Jensen - 1st Grade  
Shawna Strong - PreK-12 Sped.
  - 7.5. Treasurer's Report
  - 7.6. Annual Notice of Federal Family Educational Rights and Privacy Act

Each year, school districts are required to notify families of their rights under

FERPA (Family Educational Rights and Privacy Act). This notice is being posted on our website and through our school mobile app.

8. Information Items

8.1. T.V.s and tablets for the new elementary school.

Video Kingdom of Kearney will provide the televisions, tablets, cables, and install all devices and software for the new elementary building.

8.2. Furniture for the open instructional spaces in the new elementary school. Attached is a quote for furniture to be used in one of the spaces. My recommendation is to authorize the school a total amount not to exceed \$25,000 to allow Mrs. Williams to outfit all three spaces with the needed furniture and equipment to utilize these spaces based on student needs.

8.3. Interim Superintendent - Offer has been made and accepted by Tom Moore.

9. Action Items

9.1. Contract with Video Kingdom to provide, install, and install tvs and tablets in the new elementary school as per the quote attached.

9.2. Approve Zoom Phone System and phone

Zoom Licensing (annual)

11 – Common Area - \$528

54 – User Licenses- \$5184

2 – Zoom Rooms - \$998

With taxes & fees, I estimate about \$7,175 annually.

Hardware

59 - Poly VVX 250 – Classroom/Commons areas – \$5692

6 – Poly VVX 450 – Office staff - \$883

2 – Logitech Meetup 4K with mic and mount - \$2137

1 – Algo Paging Adapter and Scheduler - \$435

Total - \$11,185

Labor estimate – 24 hours (58 hours remaining on contracts) \$2040

Total system package - \$18,360

9.3. Approve Tom Moore as Interim Superintendent for the 2023-2024 school year.

10. Reports

10.1. Superintendent's Report

10.1.1. Presentation on the instruction and academic growth across the district.

11. Next Regular Board Meeting

May 8, 2023 at 6:00 p.m. in room 810 of the high school

12. Adjournment

13. Current and Prior Board Members that participate in the school insurance at their own cost.

Morgan Meier

Denise Ourada

JC Ourada

## Board of Education Regular Meeting

Monday, March 27, 2023 12:30 PM

### 1. Call to Order

Meeting Called to Order at 12:33 PM by Board President Alicia Beavers

### 2. Flag Salute

### 3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

### 4. Roll Call

All Present

#### 4.1. - Excuse Absent Board Members

5. Approval of Agenda Motion to approve the agenda as presented. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed.

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

6. Consent Agenda Motion to Approve Consent Agenda. 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

#### 6.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

Be Kind

Be Respectful

Be Responsible

Be Trustworthy

Be Accountable

Be Honest

and Give Great Effort.

### 7. Information Items

#### 7.1. Superintendent Interviews

#### 7.2. Discussion of Interview Candidates

#### 7.3. Review Stakeholder Feedback

## 8. Executive Session.

The board of education will go into executive session to prevent the needless injury of the reputation of any of the individuals interviewing for superintendent.

The Board invited The Principals Brandon Marquez and Terah Williams into Executive Session to discuss candidates. Motion to move into executive session @ 7:24 PM. This motion, made by JC Ourada and seconded by Cole Brodine, Passed.

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

Motion to Exit Executive Session @ 8:47 PM. This motion, made by JC Ourada and seconded by Cole Brodine, Passed.

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

## 9. Action Items

9.1. Select candidate and assign Board President to negotiate with said candidate. Motion to offer position to candidate #4. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

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

9.2. Select a second candidate and assign the Board President to negotiate with a second candidate if necessary. Motion to Select Second Candidate as Interim. This motion, made by Cole Brodine 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. Next Regular Board Meeting

## 11. Adjournment

Meeting Adjourned at 9:51 by Alicia Beavers.

## Board of Education Special Meeting

Thursday, March 23, 2023 4:30 PM

### 1. Call to Order

Meeting Called to Order wt 4:30 PM by Board President Alicia Beavers

### 2. Flag Salute

### 3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

### 4. Roll Call

#### 4.1. - Excuse Absent Board Members

5. Approval of Agenda Motion to Approve the 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

### 6. Information Items

6.1. Review of candidates for position of superintendent.

### 7. Executive Session

The board of education will go into executive session to prevent the needless injury of the reputation of any of the individuals applying for the position of superintendent. motion to move into executive session at 5:27 PM. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed.

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

8. Action Items Motion to Come out of Executive Session at 6:47 PM. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

8.1. Select finalists to interview for the position of superintendent of Elm Creek Public Schools. Motion to interview candidates F,G,H & J for position of superintendent. 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. Next Regular Board Meeting

### 10. Adjournment

Adhourn at 7:17 PM by Board President Alicia Beavers

## Board of Education Special Meeting

Wednesday, April 5, 2023 5:30 PM

### 1. Call to Order

Meeting Called to order at 5:30 PM by Board President Alicia Beavers

### 2. Flag Salute

### 3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

### 4. Roll Call

All Present

#### 4.1. - Excuse Absent Board Members

5. Approval of Agenda Approve the agenda as presented. 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

6. Consent Agenda Motion to Approve the Consent Agenda. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

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

#### 6.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

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### 7. Information Items

#### 7.1. Discussion of interim superintendent position

8. Executive Session Motion to move into executive session at 5:55 PM. This motion, made by JC Ourada and seconded by Cole Brodine, Passed.

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

8.1. The board of education will go into executive session to prevent the needless injury of the reputation of any of the individuals applying for interim superintendent.

Closed session to discuss interim candidates Motion to Come out of executive Session at 6:25 PM. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

## 9. Action Items

9.1. Selection of Interim Candidates Motion to interview candidates 7,8,1 alt 2 on Thursday April 13th starting at 4:30 PM. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

9.2. Authorize NASB to contact interim candidates and schedule interviews. Motion to Authorize NASB to contact interim candidates and schedule interviews. This motion, made by Cole Brodine 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. Next Regular Board Meeting

Monday, April 17, 2023 at 6:00 p.m. in room 810 of the high school

## 11. Adjournment

Meeting Adjourned at 7:01 PM by Board President Alicia Beavers.

## Board of Education Regular Meeting

Monday, March 6, 2023 6:00 PM

### 1. Call to Order

Called to order by Board President Alicia Beavers @ 6 PM

### 2. Flag Salute

### 3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

### 4. Roll Call

#### 4.1. - Excuse Absent Board Members

5. Approval of Agenda Approve the agenda as presented. 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

### 6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

Comments made by Marvin Reichert

7. Consent Agenda Motion to Approve the Consent Agenda. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

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

#### 7.1. Elm Creek Public Schools Mission Statement:

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7.2. Minutes

7.3. Claims

7.4. Staff Adjustments

7.4.1. Hiring:

Classified Staff

Brenea Leigh - Para Position

Certified Staff

Cassie Lechman - 7-12 Language Arts Position

Doris Anderson - Full Time School Psychologist PreK-12

7.4.2. Resignation:

Certified Staff:

Jessica Edeal - School Psychologist

Bernardo Revelo - School Counselor

7.5. Treasurer's Report

8. Information Items

8.1. Construction Update - Kent Cordes

8.2. VOIP Phone System and Zoom Calling

Zoom Licensing (annual)

11 – Common Area - \$528

54 – User Licenses- \$5184

2 – Zoom Rooms - \$998

With taxes & fees, I estimate about \$7,175 annually.

Hardware

59 - Poly VVX 250 – Classroom/Commons areas – \$5692

6 – Poly VVX 450 – Office staff - \$883

2 – Logitech Meetup 4K with mic and mount - \$2137

1 – Algo Paging Adapter and Scheduler - \$435

Total - \$11,185

Labor estimate – 24 hours (58 hours remaining on contracts) \$2040

Total system package - \$18,360

8.3. Review contract template for superintendent.

9. Action Items

9.1. Approve the adoption and purchase of the following textbooks as part of the ELA adoption process:

PreK-5 Grades CKLA \$60,000

6th - 12th Grade Springboard \$40,000 Make a motion to adopt new ELA textbooks at a cost not to exceed \$100,000. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed. Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.2. Student Desks and Chairs for Elementary Building Make a motion to approve the purchase of desk and chairs for the elementary school - cost not to exceed \$80,000. This motion, made by JC Ourada and seconded by Cole Brodine, Passed.

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

9.3. Calendar for the 2023-2024 School Year Approve the 2023-2024 School Calendar as presented. This motion, made by Hannah Hild and seconded by Morgan Fouts, Passed.

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

9.4. Adopt Superintendent Contract template as presented. Motion to Adopt Superintendent Contract template as presented. 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. Reports

10.1. Superintendent's Report

Strategic Plan Update - facilities  
Contracts and Letters of Assignment  
Board Committees

10.2. Principals' Report

ELA implementation plans for years 1 and 2

11. Next Regular Board Meeting

April 10, 2023 at 6:00 p.m. in room 810 of high school.

12. Adjournment

Meeting adjourned by Alicia Beavers at 6:32 PM

Elm Creek Special Board Meeting  
April 13, 2023

Call to order at 4:32 by Alicia

Roll call all present

Approval of agenda motion Alicia 2<sup>nd</sup> JC vote 6-0

Consent agenda motion JC 2<sup>nd</sup> Morgan vote 6-0

Executive session enter at 7:43 motion Alicia 2<sup>nd</sup> Cole vote 6-0

Exit executive session at 7:47 motion Alicia 2<sup>nd</sup> Hannah vote 6-0

10.1 select candidate #3 and assign board president to negotiate motion by JC 2<sup>nd</sup> Morgan vote 6-0

Adjourn at 8:06 by Alicia

# B | D construction

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

Invoice 799952  
Draw 11  
Date 4/3/23  
Customer 5009  
Billing Thru: 3/31/2023

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

**Contract Recap:**

Construction Budget	\$ 11,426,358.29
Estimated Budget Change to Date	\$ 18,969.69
Construction to Date	\$ 11,445,327.98
Total Completed to Date	\$ 7,444,123.81
Retainage	\$ (658,339.39)
Total Earned Less Retainage	\$ 6,785,784.42
Less Previous Billings	\$ (6,492,920.98)

AMOUNT DUE THIS INVOICE \$ 292,863.44

**Net 10 Days**

CSI Division	Description	Quantity	Rate	Amount
<b>01 General Requirements</b>				
01-3100.40	Incidental Const Services			
	Leadman	39.5	\$ 75.00	\$ 2,962.50
		5	\$ 92.50	\$ 462.50
	Skilled Laborer	0	\$ 70.00	\$ -
		0	\$ 85.00	\$ -
	Laborer	47	\$ 55.00	\$ 2,585.00
		2	\$ 68.50	\$ 137.00
	Other Misc Costs			\$ 129.95
01-3100.50	Plan Documents			\$ -
01-3113.10	Sr. Accounting	3	\$ 75.00	\$ 225.00
01-3113.20	Accounting	6	\$ 70.00	\$ 420.00
01-3113.30	Construction Op Director	2	\$ 120.00	\$ 240.00
01-3113.44	Field Operations Director	9	\$ 120.00	\$ 1,080.00
01-3113.45	Project Engineer	0	\$ 150.00	\$ -
01-3113.50	Project Manager	27.5	\$ 85.00	\$ 2,337.50
		0	\$ 105.00	\$ -
01-3113.55	Assistant Project Manager	4	\$ 70.00	\$ 280.00
01-3113.60	Superintendent	140	\$ 90.00	\$ 12,600.00
		0	\$ 110.00	\$ -
01-3113.70	Safety			\$ -
01-5100.99	Temporary Utilities			\$ 74.49
01-5113.10	Temporary Electrical			\$ -
01-5123.10	Temporary Heat			\$ 2,172.10
01-5133.10	Temporary Telephone			\$ -
01-5136.10	Temporary Drinking Water			\$ -
01-5213.99	Field Office Supplies			\$ -
01-5219.10	Sanitary Facilities			\$ 372.10
01-5600.99	Temporary Barriers			\$ -
	Material			\$ 187.87
01-7419.10	Refuse Collection & Disposal			\$ 585.50
01-7423.10	Final Cleaning			\$ -
	Other Misc Costs			\$ -

TOTAL GENERAL REQUIREMENTS

\$

26,851.51

04 Masonry					
04-0500.99	Masonry	Subcontractor		\$	68,890.00
<b>TOTAL MASONRY</b>				\$	<b>68,890.00</b>

06 Carpentry					
06-1000.10	Carpentry	Subcontractor		\$	8,056.50
<b>TOTAL CARPENTRY</b>				\$	<b>8,056.50</b>

09 Finishes					
09-9100.10	Painting	Subcontractor		\$	28,000.00
09-6000.99	Flooring	Subcontractor		\$	28,004.93
<b>TOTAL FINISHES</b>				\$	<b>56,004.93</b>

21 Fire Suppression					
21-1300.99	Sprinkler System	Subcontractor		\$	2,180.00
<b>TOTAL FIRE SUPPRESSION</b>				\$	<b>2,180.00</b>

22 Plumbing					
22-0100.99	Plumbing	Subcontractor		\$	90,121.25
<b>TOTAL PLUMBING</b>				\$	<b>90,121.25</b>

26 Electrical					
26-0500.99	Electrical	Subcontractor		\$	44,755.00
<b>TOTAL ELECTRICAL</b>				\$	<b>44,755.00</b>

70 OTHER USER DEFINED					
70-1000.20	Equipment Fuel			\$	-
70-1000.99	Mileage				
	Week of 02/27/23 - BD33	240	\$0.655	\$	157.20
	Week of 03/06/23 - BD33	125	\$0.655	\$	81.88
	BD9	74	\$0.655	\$	48.47
	Week of 03/13/23 - BD33	243	\$0.655	\$	159.17
	Week of 03/20/23 - BD33	241	\$0.655	\$	157.86
	Week of 03/27/23 - BD33	245	\$0.655	\$	160.48
70-1100.99	Estimating Adjustment			\$	-
70-7000.99	Equipment			\$	-
	<u>BD Equipment</u>				
	Office Trailer (mo)	1	\$700.00	\$	700.00
	Storage Trailer (mo)	1	\$160.00	\$	160.00
	Skid Steer (mo)	1	\$1,395.00	\$	1,395.00
	Fork Lift (mo)	1	\$2,400.00	\$	2,400.00
	Dumpster (mo)	1	\$250.00	\$	250.00
	Manlift (mo)	0	\$1,390.00	\$	-
<b>TOTAL OTHER USER DEFINED</b>				\$	<b>5,670.06</b>

INVOICE SUB TOTAL	\$	302,529.25
CONTRACTOR FEE	\$	5,748.06
TOTAL COMPLETED TO DATE	\$	308,277.31
RETAINAGE	\$	(15,413.87)
BOND	\$	-
AMOUNT DUE THIS INVOICE	\$	292,863.44

**Contract Summary:**

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	18,969.69
Construction to Date	\$	11,445,327.98
Invoiced Amount	\$	7,444,123.81
Remaining Amount	\$	4,001,204.17
Billed Percent		65%
RETAINAGE Balance	\$	658,339.39

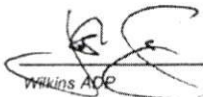
**Approved By:**

Name: Kent Cordes  
 Kent Cordes, Project Manager

Date: 4/3/2023

Name: Linette Butler

Date: 4/3/2023

Name:   
 Wilkins ACP

Date: 4/4/2023

**Thank you for choosing BD Construction, Inc./Kearney**

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

04-03-2023

Page 1

All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>21-02-025 Elm Creek Public Schools - CMR</b>			
01-3100-40 Incidental Const Services			
2028 Builders Warehouse			
PO Box 1895			
Kearney NE 68848-1895			
1505219	03-01-2023	screws/cleaner/lumber	46.45
1506049	03-03-2023	stakes	83.50
CSI Total			129.95*
<b>01-5100-99 Temporary Utilities</b>			
6545 First National-9948-MR			
PO Box 2818			
Omaha NE 68103			
2023-02-12b	02-12-2023	Job Site Internet	74.49
CSI Total			74.49*
<b>01-5123-10 Temporary Heat</b>			
14167 NMC Exchange LLC			
PO Box 911784			
Denver CO 80291-1784			
CUI1206535	03-29-2023	heater rentals	2,172.10
CSI Total			2,172.10*
<b>01-5219-10 Sanitary Facilities</b>			
3127 Comfy Bowl Inc			
PO Box 274			
Gibbon NE 68840			
86541	02-27-2023	porta jon rental	372.10
CSI Total			372.10*
<b>01-5600-99 Temporary Barriers and Enclosu</b>			
2028 Builders Warehouse			
PO Box 1895			
Kearney NE 68848-1895			
1508131	03-13-2023	lumber	151.68

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

04-03-2023

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>21-02-025 Elm Creek Public Schools - CMR</b>			
01-5600-99			
6516 First National-0606-NO			
PO Box 2818			
Omaha NE 68103			
2023-03-15	03-15-2023	foam filler	36.19
			CSI Total 187.87*
<b>01-7419-10 Refuse Collection &amp; Disposal</b>			
18120 Ravenna Sanitation			
PO Box 122			
Pleasanton NE 68866			
91668	03-01-2023	refuse pull	585.50
			CSI Total 585.50*
<b>04-2000-99 Unit Masonry</b>			
13371 Masonry Unlimited LLC			
306 East 6th Street			
Kearney NE 68847			
ECS-05	03-20-2023	Draw 05-ECS	68,890.00
			CSI Total 68,890.00*
<b>06-1000-10 Rough Carpentry</b>			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney NE 68848			
799949	03-20-2023	Draw - Elm Creek	8,056.50
			CSI Total 8,056.50*
<b>09-9100-10 Painting</b>			
11024 Kucera Painting Inc			
1511 East 11th Street			
Kearney NE 68847			
ECS-03	03-20-2023	Draw 03-ECS	28,000.00
			CSI Total 28,000.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

04-03-2023

Page 3

All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>21-02-025 Elm Creek Public Schools - CMR</b>			
09-9600-10 Flooring			
6046 Floors Inc			
PO Box 22877			
Lincoln			
		NE 68542-2877	
ECS-05	03-14-2023	Draw 05-ECS	28,004.93
		CSI Total	28,004.93*
<b>21-1300-99 Fire Suppression Sprinkler Syst</b>			
2004 Bamford Inc			
PO Box 1868			
Kearney			
		NE 68848-1868	
ECS-04	03-16-2023	Draw 04-ECS	2,180.00
		CSI Total	2,180.00*
<b>22-0100-99 Operation &amp; Maint - Plumbing</b>			
1011 Anderson Bros. Elec., Plbg.Htg			
PO Box 159			
Kearney			
		NE 68848-0159	
ECS-11	03-17-2023	Draw 11-ECS	90,121.25
		CSI Total	90,121.25*
<b>26-0500-99 Common Work Results for Electr</b>			
11342 Kidwell			
3333 Folkways Circle			
Lincoln			
		NE 68504	
216146	03-20-2023	Draw 10-ECS	44,755.00
		CSI Total	44,755.00*
Report Totals:			273,529.69*



Project: Elm Creek Public Schools  
 Location: Elm Creek, NE  
 Date: March 31, 2023

### Billed to Date

CSI	Description	Cont. / Supplier	Estimate	Billed to Date	Balance to Finish	Draw 11
<b>01-0000-00</b>	<b>Pre-Construction General Conditions</b>		\$ 28,700.00	\$ 28,555.00	\$ 145.00	99%
2	01-3113-10 Sr. Accounting		\$ 150.00	\$ -	\$ 150.00	
1	01-3113-20 Accounting		\$ 280.00	\$ 385.00	\$ (105.00)	
3	01-3113-30 Sr. Estimating		\$ 14,400.00	\$ 26,700.00	\$ (12,300.00)	
14	01-3113-75 Contract Administration		\$ 1,470.00	\$ 1,470.00	\$ -	
15	01-3113-80 Project Executive		\$ 12,400.00	\$ -	\$ 12,400.00	
<b>01-0000-00</b>	<b>General Conditions</b>		\$ 518,823.78	\$ 270,958.65	\$ 247,865.13	52%
18	01-3113-10 Sr. Accounting		\$ 11,700.00	\$ 4,275.00	\$ 7,425.00	\$ 225.00
22	01-3113-20 Accounting		\$ 10,920.00	\$ 6,020.00	\$ 4,900.00	\$ 420.00
24	01-3113-30 Sr. Estimating		\$ -	\$ 240.00	\$ (240.00)	\$ 240.00
27	01-3113-85 Field Operations Manager		\$ 37,440.00	\$ 9,720.00	\$ 27,720.00	\$ 1,080.00
28	01-3113-50 Project Manager		\$ 127,880.00	\$ 49,335.00	\$ 78,545.00	\$ 2,337.50
30	01-3113-55 Assistant Project Manager		\$ -	\$ 15,715.00	\$ (15,715.00)	\$ 280.00
32	01-3113-60 Superintendent		\$ 287,950.00	\$ 170,280.00	\$ 117,670.00	\$ 12,600.00
	Mileage ( Sup. And Admin.)		\$ 2,028.78	\$ 4,797.65	\$ (2,768.87)	\$ 765.06
	01-3113-65 Assistant Superintendent		\$ -	\$ 6,020.00	\$ (6,020.00)	
45	01-3113-70 Safety Consultant		\$ 2,925.00	\$ 667.50	\$ 2,257.50	
48	01-3113-75 Contract Administration		\$ 1,400.00	\$ 1,176.00	\$ 224.00	
50	01-3113-80 Project Executive		\$ 36,580.00	\$ 2,712.50	\$ 33,867.50	
<b>01-0000-00</b>	<b>General Requirements</b>		\$ 217,175.00	\$ 110,440.59	\$ 106,734.41	51%
54	01-3100-40 Incidental Construction Services		\$ 27,000.00	\$ 24,162.25	\$ 2,837.75	\$ 6,276.95
55	01-3100-50 Plan Documents		\$ 5,000.00	\$ 1,500.00	\$ 3,500.00	
56	01-3300-10 Electronic Shop Drawing Reviewal Process	Submittal Exchange	\$ 12,500.00	\$ 12,000.00	\$ 500.00	
57	01-4126-10 Permits		\$ 5,000.00	\$ 2,254.10	\$ 2,745.90	
58	01-4126-20 Fire Marshall Permit	Fire Marshall	\$ 500.00	\$ -	\$ 500.00	
59	01-4523-10 Soil Compaction	Allowance	\$ 15,000.00	\$ -	\$ 15,000.00	
65	01-4523-20 Geotech services / site investigation	Allowance	\$ 4,500.00	\$ -	\$ 4,500.00	
66	01-4523-30 Concrete Testing	Included in Soil testing above	\$ -	\$ -	\$ -	
67	01-4710-10 Builders Risk Insurance	OWNER	\$ -	\$ -	\$ -	
69	01-5113-10 Temporary Electrical	OWNER	\$ -	\$ -	\$ -	
70	01-5113-10 Power Office Trailer		\$ 1,500.00	\$ 223.47	\$ 1,276.53	\$ 74.49
71	01-5123-10 Temporary Heat	NONE	\$ -	\$ 10,479.20	\$ (10,479.20)	\$ 2,172.10
72	01-5133-10 Temporary Telephone (Cell Phone)		\$ 4,950.00	\$ 1,428.98	\$ 3,521.02	
73	01-5136-10 Temporary Water Drinking		\$ 630.00	\$ 81.28	\$ 548.72	
74	01-5136-20 Temporary Water Construction	OWNER	\$ -	\$ -	\$ -	
75	01-5213-10 Prjt Field Office Delivery (loaded mile)		\$ 330.00	\$ -	\$ 330.00	
76	01-5213-20 Project Field Office Rent		\$ 11,700.00	\$ 5,950.00	\$ 5,750.00	\$ 700.00

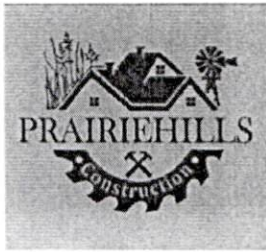
77	01-5219-10	Sanitary Facilities		\$	2,565.00	\$	2,177.40	\$	387.60	\$	372.10
80	01-5626-10	Temp Chain Link Fence	Allowance	\$	15,000.00	\$	-	\$	15,000.00		
81	01-5813-10	Project Signage	None			\$	-	\$	-		
82	01-7113-10	Mobilization	Allowance	\$	4,000.00	\$	3,816.76	\$	183.24		
83	01-7113-20	Bugout	Included in Mobilization costs			\$	-	\$	-		
84	01-7419-10	Refuse Collection & Disposal		\$	9,000.00	\$	4,263.40	\$	4,736.60	\$	585.50
85	01-7423-10	Rough Cleaning	Allowance	\$	7,500.00	\$	-	\$	7,500.00		
86	01-7423-10	Final Cleaning	Allowance	\$	13,500.00	\$	55.10	\$	13,444.90		
87	60-1000-99	Survey (Site Plan) - including staking	Allowance	\$	8,000.00	\$	1,334.57	\$	6,665.43		
97	70-1000-20	Fuel	Allowance	\$	1,500.00	\$	818.66	\$	681.34		
98	70-7000-99	Equipment		\$	67,500.00	\$	39,895.42	\$	27,604.58	\$	4,205.00
99											
100	<b>02000000</b>	<b>Existing Conditions</b>		\$	<b>85,169.00</b>	\$	<b>53,010.39</b>	\$	<b>12,158.61</b>	<b>81%</b>	<b>\$ 187.87</b>
101	02	Temporary Walls	Allowance	\$	20,000.00	\$	21,392.09	\$	(1,392.09)		\$ 187.87
102	02-4100.99	Demolition	BD Construction	\$	45,169.00	\$	31,618.30	\$	13,550.70		
104		Site Demo	Included in Site Prep Below	\$	-	\$	-	\$	-		
105											
106	<b>03000000</b>	<b>Concrete</b>		\$	<b>604,383.51</b>	\$	<b>485,876.36</b>	\$	<b>118,507.15</b>	<b>80%</b>	<b>\$ -</b>
107	03-3000.00	Building Concrete (foundation, floors, stoops)	Bigzby's Concrete	\$	546,217.91	\$	451,411.36	\$	94,806.55		
		Add 1440 sf of hard surface court		\$	7,185.60	\$	-	\$	7,185.60		
108	03-3000.00	Concrete Topping	Included in Concrete			\$	-	\$	-		
110		Concrete Reinforcing Steel (including mesh)	Concrete Industries	\$	32,925.00	\$	32,925.00	\$	-		
112		Masonry Reinforcing Steel	Concrete Industries	\$	2,365.00	\$	1,540.00	\$	825.00		
114		Reinforcing steel (additional concrete )	Concrete Industries	\$	690.00	\$	-	\$	690.00		
115											
116	<b>04000000</b>	<b>Masonry</b>		\$	<b>416,220.00</b>	\$	<b>150,605.00</b>	\$	<b>265,615.00</b>	<b>36%</b>	<b>\$ 68,890.00</b>
117	04-2000.99	Masonry	Masonry Unlimited	\$	416,220.00	\$	150,605.00	\$	265,615.00		\$ 68,890.00
118											
120	<b>05000000</b>	<b>Metals</b>		\$	<b>\$1,184,433.00</b>	\$	<b>\$1,178,158.62</b>	\$	<b>\$6,274.38</b>	<b>99%</b>	<b>\$0.00</b>
122		Structural Steel Fab	Apollo Steel	\$	832,200.00	\$	832,200.00	\$	-		
123		Structural Steel Stairs & Rails Fab	Apollo Steel	\$	74,500.00	\$	74,500.00	\$	-		
124		Structural Steel Erection	Schroeder Steel Erection	\$	277,733.00	\$	271,458.62	\$	6,274.38		
125											
126	<b>06000000</b>	<b>Wood, Plastics &amp; Composites</b>		\$	<b>304,951.00</b>	\$	<b>158,801.50</b>	\$	<b>146,149.50</b>	<b>52%</b>	<b>\$ 8,056.50</b>
127		Rough Carpentry	BD Construction	\$	161,130.00	\$	72,508.50	\$	88,621.50		\$ 8,056.50
135		Casework	Designercraft	\$	143,821.00	\$	86,293.00	\$	57,528.00		
136	<b>07 00 00</b>	<b>Thermal &amp; Moisture Protection</b>		\$	<b>478,595.44</b>	\$	<b>298,574.92</b>	\$	<b>180,020.52</b>	<b>62%</b>	<b>\$ -</b>
137	07-2100.10	Batt Insulation Alternate in lieu of Sprayed	Midwest Partitions	\$	44,500.00	\$	-	\$	44,500.00		
138	07-2100.10	Foam Insulation	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00		
		Fluid Applied Membrane	Midwest Partitions	\$	48,750.00	\$	-	\$	48,750.00		
		Membrane at elevator pit	?	\$	2,000.00	\$	-	\$	2,000.00		
143		Building Expansion joint w/ covers	Allowance	\$	5,000.00	\$	-	\$	5,000.00		
		Roofing	Tri-Cities Group Roofing	\$	325,904.44	\$	282,057.28	\$	43,847.16		
150	07-7123.10	Gutter and Downspouts	Included in Roofing			\$	-	\$	-		
152	07-9200.10	Sealants	Global Caulking	\$	37,441.00	\$	-	\$	37,441.00		
156		Insulation	Weatheright			\$	16,517.64	\$	(16,517.64)		

157	<b>08 00 00</b>	<b>Openings</b>		\$	414,082.00	\$	261,326.01	\$	152,755.99	63%	\$	-
		Doors and Hardware	Midwest Door & Hardware	\$	225,416.00	\$	196,391.00	\$	29,025.00			
167	08-3000.10	Overhead door	Bid #	\$	24,917.00	\$	-	\$	24,917.00			
170	08-5000.20	Exterior Windows	Included in Aluminum			\$	-	\$	-			
171	08-5000.20	Interior Windows	Included in Aluminum			\$	-	\$	-			
181	08-5000.20	Aluminum Storefront & Glazing	Tri County Glass	\$	163,749.00	\$	64,935.01	\$	98,813.99			
182	<b>09 00 00</b>	<b>Finishes</b>		\$	2,018,347.00	\$	1,757,904.21	\$	260,442.79	87%	\$	56,004.93
184	09-2116.10	Gypsum Drywall	Midwest Partitions	\$	1,427,583.00	\$	1,417,307.00	\$	10,276.00			
		Painting	Kucera Painting	\$	141,033.00	\$	90,800.00	\$	50,233.00		\$	40,800.00
		Acoustical Ceilings	TC Ceilings	\$	114,400.00	\$	34,000.00	\$	80,400.00			
	09-6000.99	Flooring	Floors Inc	\$	168,915.00	\$	150,592.28	\$	18,322.72		\$	-
	09-6000.99	Polished & Sealed Concrete	Kucera Painting	\$	37,200.00	\$	37,200.00	\$	-		\$	(12,800.00)
206	09-6000.99	Tile	Floors Inc	\$	129,216.00	\$	28,004.93	\$	101,211.07		\$	28,004.93
207												
208	<b>10 00 00</b>	<b>Specialties</b>		\$	155,518.00	\$	61,325.00	\$	94,193.00	39%	\$	-
210		Display Boards	EPCO	\$	35,728.00	\$	35,728.00	\$	-			
211		Wall Protection (corner guards; minor wp)	EPCO	\$	10,808.00	\$	10,808.00	\$	-			
212	10-4400.10	Fire Extinguishers	EPCO	\$	2,781.00	\$	2,781.00	\$	-			
213	10-2800.10	Toilet Accessories	EPCO	\$	5,872.00	\$	5,872.00	\$	-			
214	10-2800.10	Toilet Partitions	EPCO	\$	28,193.00	\$	6,136.00	\$	22,057.00			
215		Lockers (Material and installation)	Storage and Design	\$	47,500.00	\$	-	\$	47,500.00			
217	10-1400.10	AED - Difibulator (2 total???)	EPCO (Allowance)	\$	6,136.00	\$	-	\$	6,136.00			
218	10-1400.10	Interior Room Signage	Allowance	\$	3,500.00	\$	-	\$	3,500.00			
219	10-1400.10	Exterior Signage	Allowance	\$	15,000.00	\$	-	\$	15,000.00			
220												
228	<b>12 00 00</b>	<b>Furnishings</b>		\$	15,500.00	\$	-	\$	15,500.00	0%	\$	-
230		Roller window shades	Allowance	\$	15,500.00	\$	-	\$	15,500.00			
231												
235	<b>14 00 00</b>	<b>Conveying Systems</b>		\$	131,950.00	\$	48,000.00	\$	83,950.00	36%	\$	-
236		Elevator	Otis Elevator	\$	96,000.00	\$	48,000.00	\$	48,000.00			
237		Elevator - Lift	Access Elevator	\$	35,950.00	\$	-	\$	35,950.00			
238												
239	<b>21 00 00</b>	<b>Fire Suppresion</b>		\$	99,975.00	\$	65,960.00	\$	34,015.00	66%	\$	2,180.00
240	21-1300.99	Automatic Fire Sprinkler System	Bamford	\$	98,800.00	\$	65,960.00	\$	32,840.00		\$	2,180.00
241	21-1300.99	Auto. Fire Sprinkler System - Disconnect Existing St	Bamford	\$	1,175.00	\$	-	\$	1,175.00			
242												
243	<b>22 00 00</b>	<b>Plumbing</b>		\$	2,232,598.00	\$	1,560,659.44	\$	671,929.56	70%	\$	90,121.25
244	22-1000.99	Plumbing	Anderson Bros	\$	2,223,728.00	\$	1,551,798.44	\$	671,929.56		\$	90,121.25
247	22-1000.99	Plumbing - Disconnect Existing Shop	Waggoner Plumbing	\$	8,870.00	\$	8,870.00	\$	-			
248												
255	<b>26 00 00</b>	<b>Electrical</b>		\$	1,284,743.66	\$	597,754.66	\$	686,989.00	47%	\$	44,755.00
256	26-0500.99	Electrical	Kidwell	\$	1,276,731.00	\$	589,742.00	\$	686,989.00		\$	44,755.00
262	26-0500.99	Electrical - Disconnect Existing Shop	Kidwell	\$	2,578.00	\$	2,578.00	\$	-			
264	26-0500.99	Electrical - Disconnect Existing Shop (Additional)	Kidwell	\$	5,434.66	\$	5,434.66	\$	-			
273	<b>31 00 00</b>	<b>Earthwork</b>		\$	374,858.00	\$	85,659.60	\$	289,298.40	23%	\$	-
274	31-1413.99	Site Prep	Morten Construction	\$	158,508.00	\$	83,209.60	\$	75,298.40			
275	31-1413.99	Elementary Building Demo	Morten Construction	\$	199,000.00	\$	-	\$	199,000.00			
276	31-1413.99	Erosion Control	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00			
277		Termite Control	Affordable Pest Control	\$	2,350.00	\$	2,350.00	\$	-			
279												

284	<b>32-00-00</b>	<b>Exterior Improvements</b>		\$	27,972.16	\$	6,875.00	\$	21,097.16	25%	\$	-
284	32-1723-99	Parking Lot Stripping	Estimated Cost	\$	7,500.00	\$	-	\$	7,500.00			
285		Fencing	Patriotic Builders	\$	20,472.16	\$	6,875.00	\$	13,597.16			
286	<b>33-00-00</b>	<b>Utilities</b>		\$	10,000.00	\$	-	\$	10,000.00	0%	\$	-
291	33-0000-00	Site Utilities	included above in Plumbing	\$	-	\$	-	\$	-			
292	33-0000-00	Site Utilities - PIV and Misc	?	\$	10,000.00	\$	-	\$	10,000.00			
295	<b>70-00-00</b>	<b>Misc</b>		\$	-	\$	-	\$	-	#DIV/0!	\$	-
296												
297												
298			Net	\$	10,583,994.55	\$	7,180,353.95	\$	3,403,640.60			\$ 302,529.25
			CO#1-overex,elevator,demo vestibule	\$	18,969.69	\$	4,900.50	\$	14,069.19			
300			Estimating Adjustment	\$	525,217.22	\$	52,961.27	\$	472,255.95			
301			Credit cost of 2nd Flr Corridor window	\$	(14,878.50)	\$	-	\$	(14,878.50)			
302			Owner Contingency	\$	50,000.00	\$	-	\$	50,000.00			
303			Contractors Fee	\$	212,025.02	\$	137,526.09	\$	74,498.93			\$ 5,748.06
304			<b>Subtotal</b>	\$	<b>11,375,327.98</b>	\$	<b>7,375,741.81</b>	\$	<b>3,999,586.17</b>			<b>\$ 308,277.31</b>
305			CM Bond Cost	\$	70,000.00	\$	68,382.00	\$	1,618.00			
			<b>Total</b>	\$	<b>11,445,327.98</b>	\$	<b>7,444,123.81</b>	\$	<b>4,001,204.17</b>			<b>\$ 308,277.31</b>

INVOICE

**Bill To**



Elm Creek Public School  
 230 E Caulking  
 Elm Creek, Ne 68836

**Prairiehills Construction LLC.**

215 S. Bond St., P.o. Box 433  
 Elm Creek, NE 68836  
 Phone: (308) 708-9414  
 Email: prairiehillsconstruction@gmail.com

Payment terms Due upon receipt  
 Invoice # 23  
 Date 04/03/2023  
 Business / Tax # 87-4497228

Description	Rate	Quantity	Total
<b>Elm Creek School District</b>			<b>\$350.00</b>
Post Roof Repair Inspection	\$350.00	1	\$350.00
Flat Rate Inspection Fee			
Aditonal Photos	\$0.00	1	\$0.00

<b>Subtotal</b>	\$350.00
<b>Total</b>	<b>\$350.00</b>

**PAYMENT TERMS**

Estimate includes average charges based on the labor and materials. The final invoice charges may vary including labor, materials, and additional requirements from the homeowner. Payments are as noted above, required deposit is due at time of signing/scheduling, any mid-term payments will be outlined above, final payment is due the day of completion before the contractor leaves the premises. Late payments will occur a 18% annual or 1.5% monthly fee on the unpaid balance.



# Wilkins Architecture Design Planning LLC

2908 W 39th Street Suite A  
Kearney, NE 68845, United States  
Tel: 308-237-5787 Fax: 308-236-6929  
wadp@wilkinsadp.com  
www.wilkinsadp.com

Bret Schroder  
Elm Creek Public Schools  
230 East Calkins Ave  
Elm Creek, NE 68836-0490

## INVOICE

INVOICE DATE: 3/30/2023  
INVOICE NO: 5348  
BILLING THROUGH: 3/30/2023

### 2101 Elm Creek Public Schools Addition & Renovation

Managed By: Jacob M Sertich

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
2101 Elm Creek Public Schools Addition & Renovation	\$664,204.00	93.32	\$619,835.17	\$612,462.51	\$7,372.66
<b>TOTAL</b>	<b>\$664,204.00</b>		<b>\$619,835.17</b>	<b>\$612,462.51</b>	<b>\$7,372.66</b>

2101 ELM CREEK PUBLIC SCHOOLS ADDITION & RENOVATION - REIMB \$0.00

**SUBTOTAL \$7,372.66**

**AMOUNT DUE THIS INVOICE \$7,372.66**

This invoice is due upon receipt

### ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$621,522.44	\$614,149.78	\$7,372.66

We appreciate your business

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
19214	04/17/2023				ALPHAREH	ALPHA REHABILITATION P.C.	3,100.39
19215	04/17/2023				ANDERSONB	ANDERSON BROS.	1,041.95
19216	04/17/2023				BLACKHILLS	BLACK HILLS ENERGY	4,210.23
19217	04/17/2023				CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS	1,411.25
19218	04/17/2023				USBANK	CORPORATE PAYMENT SYSTEMS	2,247.81
19219	04/17/2023				CULLIGAN	CULLIGAN OF KEARNEY	502.56
19220	04/17/2023				DEMCO	DEMCO, INC.	120.80
19221	04/17/2023				DIVAS	DIVAS at KEARNEY FLORAL CO.	71.99
19222	04/17/2023				EAKESOFF	EAKES OFFICE PRODUCTS	4,445.93
19223	04/17/2023				ECOLAB	ECOLAB PEST ELIMINATION	71.01
19224	04/17/2023				ECOWATER	ECOWATER SYSTEMS	195.00
19225	04/17/2023		X	04/13/2023	ESU10	EDUCATIONAL SERVICE UNIT 10	1,514.54
19226	04/17/2023				FIRSTC	FIRST CARE MEDICAL	350.00
19227	04/17/2023				FLORELL	ROBIN & KELLY FLORELL	1,700.00
19228	04/17/2023				FOSTERC	CURT FOSTER	100.00
19229	04/17/2023				FOSFAM	FOSTER'S FAMILY FOODS	153.68
19230	04/17/2023				GRACZYKL	GRACZYK LAWN & LANDSCAPE	898.00
19231	04/17/2023				HOMETOWN	HOMETOWN LEASING	1,320.00
19232	04/17/2023				IDEAL	IDEAL PROFESSIONAL CLEANERS	1,983.55
19233	04/17/2023				INTEGRATED	INTEGRATED LIFE CHOICES	8,785.81
19234	04/17/2023				JOSTENS	JOSTENS	169.35
19235	04/17/2023				JUNIOR	JUNIOR LIBRARY GUILD	547.92
19236	04/17/2023				PEPPERJW	JW PEPPER	113.99
19237	04/17/2023				KELLYSA	KELLY'S SALES & AG SERVICE	719.40
19238	04/17/2023				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	860.00
19239	04/17/2023				LOCKMOBILE	THE LOCKMOBILE	135.00
19240	04/17/2023				LONGK	KATHY LONG	340.34
19241	04/17/2023				MENARD430	MENARDS - KEARNEY	57.69
19242	04/17/2023				MIDWESTT	MIDWEST TECHNOLOGY PRODUCTS	161.10
19243	04/17/2023				MOSTEKE	MOSTEK ELECTRIC, INC.	742.52
19244	04/17/2023				NEEXTBUFF	NE EXTENSION IN BUFFALO COUNTY	40.00
19245	04/17/2023				NASB	NEBRASKA ASSN OF SCHOOL BOARDS	1,660.00
19246	04/17/2023				NPPD	NEBRASKA PUBLIC POWER DISTRICT	142.11
19247	04/17/2023				NESSAFETY	NEBRASKA SAFETY CENTER	250.00
19248	04/17/2023				ONESOURCE	ONESOURCE	48.00
19249	04/17/2023				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
19250	04/17/2023				PEARSON	PEARSON, INC	327.11
19251	04/17/2023				CLEARLIVE	PIONEER TELEPHONE	88.20
19252	04/17/2023				SAHLING	SAHLING KENWORTH-KEARNEY	1,101.02
19253	04/17/2023				SCHOOLH	SCHOOL HEALTH CORP	56.93
19254	04/17/2023				STAPLES	STAPLES ADVANTAGE	115.67
19255	04/17/2023				STATENE	STATE OF NEBRASKA	306.14
19256	04/17/2023				VERNIER	VERNIER SOFTWARE & TECH	1,122.70
19257	04/17/2023				VILLAGEE	VILLAGE OF ELM CREEK	857.70
19258	04/17/2023				VILLAGEU	VILLAGE UNIFORM	151.28
19259	04/17/2023				WEXBANK	WEX BANK	2,012.42
19260	04/17/2023				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00
19261	04/17/2023				YANDAS	YANDA'S MUSIC	79.78
19262	04/17/2023				ESU10	EDUCATIONAL SERVICE UNIT 10	1,364.54
19263	04/17/2023				KIDWELL	KIDWELL INC.	68,688.50
Check Type Total:			Check		Void Total:	1,514.54	Total without Voids: 115,149.37
Checking Account Total:			GENERAL		Void Total:	1,514.54	Total without Voids: 115,149.37
Grand Total:					Void Total:	1,514.54	Total without Voids: 115,149.37

**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>
10009	04/12/2023				PRAIRIEHIL	PRAIRIEHILLS CONSTRUCTION LLC	350.00
10010	04/13/2023				BDCONST	BD CONSTRUCTION	292,863.44
10011	04/13/2023		X	04/14/2023	KIDWELL	KIDWELL INC.	44,858.50
10012	04/13/2023				WILKINSA	WILKINS ARCHITECTURE DESIGN	7,372.66
10013	04/13/2023		X	04/14/2023	KIDWELL	KIDWELL INC.	23,830.00
Check Type Total:		Check			Void Total:	68,688.50	Total without Voids: 300,586.10
Checking Account Total:		BUILDING			Void Total:	68,688.50	Total without Voids: 300,586.10
		Grand Total:			Void Total:	68,688.50	Total without Voids: 300,586.10

## Cash Flow Report

School District #9

Page: 1

04/13/2023

Processing Month

03/2023

User ID: LKJ

FUND NI Account	BEGINNING CASH	REVENUES	EXPENSES	ENDING CASH
01 GENERAL FUND	531,672.21	3,016,581.02	(2,844,911.28)	703,341.95
02 DEPRECIATION	305,890.55	93.00	(36,584.00)	269,399.55
02 DEPRECIATION CD	500,000.00	6,488.66	-	506,488.66
03 EMPLOYEE BENEFIT	11,435.23	38.55	-	11,473.78
05 ACTIVITY FUND	42,623.01	278,122.15	(234,740.72)	86,004.44
06 NUTRITION FUND	50,136.37	155,101.47	(151,895.60)	53,342.24
07 BOND FUND	371,118.16	551,702.86	(677,165.42)	245,655.60
08 BUILDING FUND	205,163.26	106,336.74	(175,000.00)	136,500.00
08 EL BLDG FUND-NLAF	1,310,786.65	19,884.29	(1,329,522.73)	1,148.21
08 EL BLDG FUND-FIRSTIER	9,000,000.00	105,108.47	(4,208,250.84)	4,896,857.63
08 EL SWEEP ACCT (INTEREST	-	92,885.77	-	92,885.77
	12,328,825.44	4,332,342.98	(9,658,070.59)	7,003,097.83

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR APRIL 17, 2023  
 MARCH 2023 FINANCIALS

**GENERAL FUND - ACCT NO. 137766**

BANK BALANCE MARCH 1, 2023		\$	844,045.77
RECEIPTS	BUFFALO COUNTY - TAXES	\$	67,429.97
	Dawson County	\$	5,275.56
	PHELPS COUNTY	\$	44,768.09
	Preschool	\$	1,900.00
	STATE OF NEBRASKA - AID	\$	61,262.00
	STATE - IDEA	\$	17,249.00
	SPED FFR REIMBURSEMENT	\$	35,575.00
	*FUNDS DEPOSITED IN ERROR - TO BE TRANSFERRED IN APRIL 2023 TO ACTIVITY ACCT	\$	3,376.96
	<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>236,836.58</b>
AVAILABLE BALANCE		\$	1,080,882.35
DISBURSEMENTS:			
	BILLS PAID March 6, 2023	\$	34,751.05
	Payroll	\$	319,797.40
	March Supplemental Checks(After 3/6/23 Board Meeting)	\$	22,991.95
	<b>TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>377,540.40</b>
	<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>703,341.95</b>

**DEPRECIATION FUND - ACCT NO 14832**

ACCT 14832	BALANCE MARCH 1, 2023	\$	269,399.55
	INTEREST	\$	-
	BALANCE MARCH 31, 2023	\$	269,399.55
CD 31722	BALANCE MARCH 1, 2023	\$	502,805.56
	INTEREST 3/1/23	\$	2,790.56
	INTEREST 3/29/23	\$	892.54
	BALANCE MARCH 31, 2023	\$	506,488.66
	<b>DEPRECIATION BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>775,888.21</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR APRIL 17, 2023  
 MARCH 2023 FINANCIALS

**UNEMPLOYMENT CD #2232**

BALANCE MARCH 1, 2023	\$	11,448.21
INTEREST	\$	25.57
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>11,473.78</b>

**BUILDING FUND**

BALANCE MARCH 1, 2023	\$	131,254.04
BUFFALO COUNTY	\$	2,684.23
DAWSON COUNTY	\$	252.87
RECEIPTS - PHELPS COUNTY	\$	2,081.96
INTEREST	\$	226.90
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>136,500.00</b>

**BOND FUND (OPENED 01/01/2023)**

BALANCE MARCH 1, 2023	\$	224,296.49
RECEIPTS- BUFFALO	\$	11,263.57
RECEIPTS-DAWSON CO	\$	1,092.93
PHELPS COUNTY	\$	9,002.61
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>245,655.60</b>

**ELEM CONSTRUCTION (NLAF)**

BALANCE MARCH 1, 2023	\$	914.91
DIV REINVESTMENT	\$	233.30
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>1,148.21</b>

**ELEM CONSTRUCTION (FIRSTIER)**

BALANCE MARCH 1, 2023	\$	5,612,753.37
B2 ENVIRONMENTAL	\$	(4,700.00)
BD CONSTRUCTION	\$	(703,334.63)
WILKINS ARCHITECTURE DESIGN	\$	(7,372.67)
INTEREST FOR MARCH 2023	\$	12,235.73
INTEREST TO SWEEP ACCOUNT	\$	(12,724.17)
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>4,896,857.63</b>

**SWEEP SAVINGS ACCOUNT**

BALANCE MARCH 1, 2023	\$	80,152.02
EARNED INTEREST ON ACCOUNT	\$	9.58
INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$	12,724.17
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>92,885.77</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR APRIL 17, 2023  
 MARCH 2023 FINANCIALS

**LUNCH FUND**

<u>BALANCE MARCH 1, 2023</u>	\$	36,338.99
<u>RECEIPTS</u>		
LUNCH SALES	\$	10,432.68
EFUND PAYMENTS	\$	669.30
SSO LUNCH-S4	\$	6,040.95
SSO LUNCH-S11	\$	11,123.92
SSO BREAKFAST	\$	4,513.76
SUPPLY CHAINS ASSISTANCE FUNDS	\$	7,932.26
TOTAL RECEIPTS	\$	40,712.87
AVAILABLE BALANCE	\$	77,051.86
<u>DISBURSEMENTS</u>		
Food/Groceries/Milk Etc.	\$	13,513.79
Supplies	\$	819.35
Supplies - Milk Cooler	\$	5,359.21
Miscellaneous (Reimbursements, Bank Fees)	\$	-
Payroll	\$	4,017.27
TOTAL DISBURSEMENTS	\$	23,709.62
<b>BALANCE MARCH 31, 2023</b>	<b>\$</b>	<b>53,342.24</b>

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APRIL BILLS AS OF 4/13/23

BERNARD	\$	-
CASHWA	\$	10,962.92
FOSTERS	\$	177.70
HILAND (MILK)	\$	1,668.76
SEPTEMBER PAYROLL (ESTIMATE)	\$	5,000.00
US FOODS	\$	505.22
VILLAGE UNIFORM (TOWELS ETC)	\$	83.20
	\$	18,397.80

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR APRIL 17, 2023  
 MARCH 2023 FINANCIALS

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

	BALANCE MARCH 1, 2023		\$	111,120.24
RECEIPTS	ATHLETICS & ACTIVITIES	\$	4,410.48	
	CLUB & CLASS ACCOUNTS	\$	4,648.75	
	DISTRICT ACTIVITIES	\$	1,360.00	
	FUNDRAISING	\$	891.00	
	TRANSFER FROM GENERAL	\$	-	
	TOTAL RECEIPTS		\$	11,310.23
EXPENSES	ATHLETICS & ACTIVITIES	\$	22,097.10	
	CLUB & CLASS ACCOUNTS	\$	4,303.26	
	DISTRICT ACTIVITIES	\$	10,025.67	
	FUNDRAISING	\$	-	
	TOTAL EXPENSES		\$	36,426.03
	<b>BALANCE MARCH 31, 2023</b>		<b>\$</b>	<b>86,004.44</b>



UNITED STATES DEPARTMENT OF EDUCATION  
STUDENT PRIVACY POLICY OFFICE

SPPO-21-04

**A Parent Guide to the Family Educational Rights and Privacy Act (FERPA)**

*Other than statutory and regulatory requirements included in the document, the contents of this guidance do not have the force and effect of law and are not meant to bind the public. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

The Family Educational Rights and Privacy Act or FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) provides certain rights for parents regarding their children’s education records. FERPA gives these rights to custodial and noncustodial parents alike, unless there is a court order, legally binding document, or State law that specifically provides to the contrary. When a student reaches 18 years of age or attends an institution of postsecondary education at any age, he or she becomes an “eligible student,” and all rights under FERPA transfer from the parent to the student. Given the target audience for this document is parents, this guide is intended to discuss parents’ rights under FERPA. Under FERPA, the term “parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian. A companion document discussing eligible students’ rights under FERPA is available on our website at <https://studentprivacy.ed.gov/resources/ferpa-general-guidance-students>.

FERPA is a Federal law that is administered by the Student Privacy Policy Office (SPPO) in the U.S. Department of Education (Department). FERPA protects “education records,” which are generally defined as records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. An “educational agency or institution,” herein after referred to as a “school,” generally means a school district, a public elementary or secondary school, or an institution of postsecondary education such as a college or university. There are also a few exceptions to the definition of education records, such as law enforcement unit records and sole possession records. More information is available at <https://studentprivacy.ed.gov/faq/what-records-are-exempted-ferpa>.

FERPA applies to schools that receive funding under any program administered by the Department. Private and faith-based schools at the elementary and secondary levels generally do not receive such funding and are, therefore, generally not subject to FERPA. In addition, the confidentiality of personally identifiable information (PII) in the education records of children with disabilities is further protected by Part B of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1417(c) and 34 CFR §§ 300.610-300.626). These regulations contain confidentiality provisions that are similar to, but broader than, FERPA. The IDEA-FERPA crosswalk contains additional information comparing IDEA and FERPA and is available at <https://studentprivacy.ed.gov/resources/ferpaidea-cross-walk>.

The rights provided by FERPA to a parent include, but are not limited to:

- **Access to Education Records**

Under FERPA, a school or State educational agency (SEA) must provide a parent with an opportunity to inspect and review their child's education records within a reasonable period of time, but not more than 45 calendar days following receipt of a request. A school or SEA is generally not required to provide *copies* of the education records unless circumstances effectively prevent the parent from exercising the right to inspect and review the education records. For example, if a parent who does not live within commuting distance of their child's school requests that the school provide access to his or her child's education records, the school would be required to make other arrangements for the parent to inspect and review the requested records, or to provide a copy of the requested records.

- **Amendment of Education Records**

Under FERPA, a parent has the right to seek amendment or correction of their child's education records that the parent believes to be inaccurate, misleading, or in violation of the child's rights of privacy. However, while a school is not required to amend an education record in accordance with a parent's request, a school is required to consider the request for amendment, to inform the parent of its decision, and, if the request is denied, to advise the parent of his or her right to a hearing on the matter. If, as a result of the hearing, a school decides not to amend the education records, then the parent has the right to insert a statement in the record commenting on the contested information or stating why the parent disagrees with the decision, or both. That statement must remain with the contested part of the education record for as long as the record is maintained and be included whenever the contested part is disclosed.

While a parent has the right to seek to amend non-substantive factual errors in the student's education records, the right is not unlimited, and a school is not required by FERPA to afford a parent the right to seek to change substantive decisions made by school officials, such as substantive decisions made in the context of grades given to a student based on their performance, other evaluations of the student's performance, or disciplinary decisions. These substantive decisions also include evaluations of whether a student has a disability and is eligible for special education and related services, disagreements about the content of a student's Individualized Education Program (IEP), or the student's educational placement under Part B of IDEA. While under FERPA a parent may seek amendment to correct a non-substantive factual error in an IEP, a parent should utilize the Part B of IDEA dispute resolution procedures (State complaints, mediation, or due process hearing procedures) to resolve disputes with a school regarding substantive matters. Each State has resources to help parents to participate effectively in their children's education and development. State contact information is available at <https://sites.ed.gov/idea/contacts/#state>.

- **Disclosure of Education Records**

Under FERPA, a school generally may not disclose PII from a student's education records to a third party unless the student's parent has provided prior written consent. However,

there are a number of exceptions to FERPA’s general consent requirement, some of which are described below. Under these exceptions, schools are *permitted* to disclose PII from education records without consent, but they are not *required* to do so by FERPA.

### School Official

FERPA allows “school officials,” including teachers, within the school to obtain access to PII from education records without consent, provided that the school has determined the officials have a “legitimate educational interest” in the information. The school’s annual notification of rights under FERPA must specify the criteria for determining who constitutes a “school official” and what the school considers to be a “legitimate educational interest.” Typically, a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Also, under the “school officials” exception to the consent requirement, FERPA permits a school to disclose education records to contractors (e.g., software/application vendors, lawyers), consultants (e.g., nutritional or information technology consultants), volunteers (e.g., home room parent volunteers, field trip chaperones, student volunteers), or other third parties to whom the school has outsourced institutional services or functions, provided that the outside party:

1. Performs an institutional service or function for which the school would otherwise use employees;
2. Is under the direct control of the school with respect to the use and maintenance of education records;
3. Is subject to the requirements in FERPA that PII from education records may be used only for the purposes for which the disclosure was made, and which govern the redisclosure of PII from education records; and
4. Meets the criteria specified in the school’s annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

More information regarding the use of school volunteers and FERPA is available at <https://studentprivacy.ed.gov/training/school-volunteers-and-ferpa>.

### Seeks or Intends to Enroll

Another exception to FERPA’s general consent requirement permits a school to disclose PII from a student’s education records, without consent, to another school in which the student seeks or intends to enroll, or where the student is already enrolled, as long as the purpose of the disclosure is related to the student’s enrollment or transfer. A school that discloses education records under this exception must make a reasonable attempt to notify the parent of the disclosure, unless the disclosure is initiated by the parent, or the school’s annual notification of rights under FERPA includes a notice that it forwards education records to other schools that have requested the records and in which the student seeks or intends to enroll or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment or transfer. A school that discloses education records under this exception also must provide the parent, upon request, a copy of the records that were

disclosed or, upon request, an opportunity for a hearing to amend the records that were disclosed. Under this exception, a school has the discretion to disclose academic, disciplinary, or any other PII from the student's education records to the new school. Further, a parent does not, under FERPA, have the right to prevent a school from disclosing such PII from the student's education records, or from communicating information about a student more generally, to the school in which the student seeks or intends to enroll.

### Directory Information

FERPA also permits a school to disclose PII from a student's education records, without consent, when such information has been appropriately designated as "directory information" and the parent has not opted out of the disclosure of such designated information. The FERPA regulations define directory information as information in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include information such as the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), dates of attendance (i.e., the period of time during which the student attends or attended the school), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent school attended. FERPA provides that a school may disclose, without consent, directory information if the school has given public notice to parents of the types of PII that it has designated as directory information and the process, including period of time, for parents to opt out of certain directory information disclosures. This notice is often included in the annual notification discussed below. For more information regarding directory information, visit <https://studentprivacy.ed.gov/training/b-cs-student-directory-information>.

### Dependent Student

FERPA provides ways in which a school may share education records on an eligible student with their parents. Schools may, but are not required to, disclose any and all education records to parents, without the consent of the eligible student, if the student is a "dependent student," as that term is defined in Section 152 of the Internal Revenue Code. Generally, if either parent has claimed the student as a dependent on the parent's most recent income tax return, a school may disclose the student's education records to either parent, without the eligible student's consent.

This exception to FERPA's general consent rule also permits institutions of postsecondary education to share information with parents of students who are enrolled in both a high school and a college or university (dually enrolled). In this situation, the parents retain the rights over the student's education records maintained by the high school, if the student is under the age of 18 years, and the student retains the rights over the education records maintained by the college or university.

### Other Exceptions

Provided certain conditions are met that are not included in the summary below, other exceptions to FERPA's general consent requirement that would permit the disclosure of PII from education records include, but are not limited to, the following:

- To authorized representatives of, among others, State and local educational authorities, such as a State department of education, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs
- To a representative of a State or local child welfare agency or Tribal organization regarding a child in foster care
- To State and local officials or authorities pursuant to a State statute concerning the juvenile justice system and the system's ability to effectively serve the student whose records are being disclosed
- To organizations conducting studies for, or on behalf of, the school for specified purposes including improving instruction
- To comply with a judicial order or a lawfully issued subpoena
- In connection with a health or safety emergency

### **Annual Notification of FERPA Rights**

Under FERPA, a school must annually notify parents of their rights under FERPA. There are separate annual notifications and other rights under IDEA. The FERPA annual notification must include information regarding a parent's right to inspect and review his or her child's education records, the right to seek to amend the records, the right to consent to disclosure of PII from the records (except in certain circumstances), and the right to file a complaint with SPPO regarding an alleged failure by a school to comply with FERPA. The notification must also inform parents of the school's criteria for the terms "school official" and "legitimate educational interest" in certain instances. A school is not required to notify parents individually, but rather is required to provide the notice by any means that are reasonably likely to inform parents of their rights. These means could include publication in a school activities calendar, newsletter, student handbook, or on a school's website.

### **Complaints of Alleged Violations with FERPA**

Parents who believe that their FERPA rights may have been violated may file a complaint with SPPO at <https://studentprivacy.ed.gov/file-a-complaint>. SPPO will review the complaint to ensure the complaint:

- Is filed, in writing, by a parent who maintains FERPA rights over the education records that are the subject of the complaint;
- Is submitted to SPPO within 180 days of the date of the alleged violation or of the date that the parent knew or reasonably should have known of the alleged violation; and
- Contains specific allegations of fact giving reasonable cause to believe that a violation of FERPA has occurred.

SPPO will then make a case-by-case determination to determine the best mechanism for resolving the underlying situation. Sometimes the action will be a formal investigation; for other complaints, consistent with the statute and applicable regulations, we will take other appropriate actions, such as acting as an intermediary or providing resolution assistance. More information regarding our complaint process is available at <https://studentprivacy.ed.gov/file-a-complaint>.

### **Additional Information**

For more information regarding FERPA and other student privacy issues, please visit our website at <https://studentprivacy.ed.gov>.

If you have questions about FERPA that are not addressed here, you may also submit a question through our website at <https://studentprivacy.ed.gov/contact> or write to SPPO for additional guidance at the following address:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-8520

# ESTIMATE

VK Electronics  
18 W 25th St  
Kearney, Nebraska 68847

2014vkelectronics@gmail.com  
308-234-6425  
vkkearney.com



**VIDEO KINGDOM  
ELECTRONICS  
AND APPLIANCES**

## Elm Creek public school

### Bill to

Elm Creek public school

### Estimate details

Estimate no.: 1001  
Estimate date: 03/15/2023  
Expiration date: 04/15/2023

Product or service		Amount
1. <b>Sony 75" TV</b> 75" TV Apple Airplay and Android/chrome compatible	19 units × \$1,290.00	\$24,510.00
2. <b>Wall mount</b> Full motion wall mount	19 units × \$123.00	\$2,337.00
3. <b>Ethernet cable</b> Ethernet cable to hook to wall jack	19 units × \$4.90	\$93.10
4. <b>Apple Ipad</b> 10" Ipad	19 units × \$449.99	\$8,549.81
5. <b>Apple Pencil</b> To write on Ipad	19 units × \$129.99	\$2,469.81
6. <b>Labor</b> To hang each 75" TV	19 units × \$95.00	\$1,805.00
7. <b>Trip Charge</b> Trip charge to Elm Creek	1 unit × \$40.00	\$40.00
	<b>Total</b>	<b>\$39,804.72</b>

### Note to customer

Tax Exempt

Expiry date

04/15/2023

### Optional:

43" Digital Signage TV \$1049.00 plus parts and labor  
50" Digital Signage TV \$1198.00 plus parts and labor  
55" Digital Signage TV \$1239.00 plus parts and labor  
Digital Signage player \$639.00 plus parts and labor  
Video wall matrix 4x4 \$1590.00 plus parts and labor



**Cornhusker State Industries**  
**800 Pioneers Blvd.**  
**Lincoln, NE 68502**  
**Phone: (800) 348-7537**  
**Fax: (402) 471-1236**  
**Sales Consultant: JULIA WESCOATT (DCS)**

**SALES QUOTE  
 REPRINT**

Quote Date: 01/26/23  
 Quote Number: 7204 SQ  
 Page: 1 of 2  
 Print Date: 01/27/23  
 Customer PO:  
 Estimated Delivery Date: 08/02/23

**SOLD TO:**  
 A/B: 566838  
 ELM CREEK HIGH SCHOOL  
 230 CALKINS STREET  
 ELM CREEK NE 68836-7650

**SHIP TO:**  
 A/B: 566838  
 ELM CREEK HIGH SCHOOL  
 230 CALKINS STREET  
 ELM CREEK NE 68836-7650

**Delivery Instructions:**

**Customer Contact:**

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**NOTE:** Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

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Line#	Description	Item Number	QTY	UM	Price	Extended Price
1.000	SOFA, UPHOLSTERED CHILDS SOFA FABRIC: POLYGON-PARTY S-UP POL15 STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION	42059-G-CR-2200	2	EA	\$584.0000 Per EA	\$1,168.00
2.000	OTTOMAN OTTOMAN SQUARE FABRIC: CORE- MARIGOLD STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION	42064-G-CR-199	2	EA	\$282.0000 Per EA	\$564.00
3.000	OTTOMAN OTTOMAN SQUARE FABRIC: CORE - BLUE NILE STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION	42064-G-CR-199	2	EA	\$282.0000 Per EA	\$564.00
4.000	OTTOMAN, ROUND, 36"	42064-G-CR-208	2	EA	\$522.0000 Per EA	\$1,044.00

**CSI-We Build Opportunity**



**Cornhusker State Industries**  
**800 Pioneers Blvd.**  
**Lincoln, NE 68502**  
**Phone: (800) 348-7537**  
**Fax: (402) 471-1236**  
**Sales Consultant: JULIA WESCOATT (DCS)**

**SALES QUOTE**  
**REPRINT**

Quote Date: 01/26/23  
 Quote Number: 7204 SQ  
 Page: 2 of 2  
 Print Date: 01/27/23  
 Customer PO:  
 Estimated Delivery Date: 08/02/23  
 Ship To - A/B:  
 Sold To - A/B:

**Delivery Instructions:**

**NOTE:** Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

Line#	Description	Item Number	QTY	UM	Price	Extended Price
	36" ROUND OTTOMAN FABRIC: POLYGON PARTY S-UP-POL15 STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION					
5.000	OTTOMAN, ROUND, 36" 36" ROUND OTTOMAN FABRIC: CORE -BLUE NILE STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION	42064-G-CR-208	2	EA	\$418.0000 Per EA	\$836.00
6.000	OTTOMAN, WEDGE LARGE WEDGE OTTOMAN FABRIC: CORE - BLUE NILE STAIN: FRUITWOOD LOCATION: FIRST FLOOR COLLABORATION	42064-G-CR-207	3	EA	\$472.0000 Per EA	\$1,416.00
7.000	OTTOMAN, WEDGE WEDGE OTTOMAN FABRIC: CORE - MARIGOLD STAIN: FRUITWOOD STSW 3204 LOCATION: FIRST FLOOR COLLABORATION	42064-G-CR-207	3	EA	\$472.0000 Per EA	\$1,416.00

Total Quote Amount: \$7,008.00

## **INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ELM CREEK PUBLIC SCHOOLS**

THIS CONTRACT 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 District" respectively, and **Tom Moore**, referred to herein as "the Interim Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Interim Superintendent, and the Interim Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Interim Superintendent shall be employed beginning July 1, 2023, and expiring on June 30, 2024. This contract is entered into for the sole purpose of employing the Interim Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. During this contract, the Interim Superintendent shall be employed with the district on a 1.0 FTE basis. References to "contract year" shall mean the period from the date this Contract is approved by both parties through June 30<sup>th</sup> and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

**Section 2. Renewal of Contract.** IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **\$1.00** AND OTHER VALUABLE CONSIDERATION, THE INTERIM SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE INTERIM SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Interim Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Interim Superintendent Pay Transparency Act.

**Section 3. Salary.** The Interim Superintendent's salary for the contract year will be \$135,000.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2023. The Board shall not reduce the Interim Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the

contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Interim Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Interim Superintendent or the value of property or money entrusted to the Interim Superintendent or owed by the Interim Superintendent to the District during the course of or as a result of the Interim Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Interim Superintendent and Board may agree.

**Section 5. Professional Status.** The Interim Superintendent affirms that the Interim Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Interim Superintendent will hold a valid and appropriate certificate to act as a Superintendent of schools in the State of Nebraska which the Interim Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Interim Superintendent for any service performed prior to the date that the Interim Superintendent registers the certificate. The Interim Superintendent represents that: (1) all information provided in connection with the Interim Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Interim Superintendent will advise the Board immediately; (2) the Interim Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Interim Superintendent has not had any professional licenses or certificates suspended or revoked.

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

the Board, the Interim Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Interim Superintendent's duties and obligations to the District.

**Section 7. Board-Interim Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Interim Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Interim Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Interim Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Interim Superintendent for action, study and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Interim Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Interim Superintendent's continued performance of the Interim Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Interim Superintendent or the failure to report the same; (n) any filing against the Interim Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Interim Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

**Section 9. Disability.** If the Interim Superintendent is unable to perform any of the Interim Superintendent's duties by reason of illness, accident or other disability beyond the Interim Superintendent's control, and the disability continues for a period of more than 30 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Interim Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Interim Superintendent under any insurance coverage furnished by the District.

**Section 10. Transportation.** The Board shall provide the Interim Superintendent with transportation or reimburse the Interim Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Interim Superintendent with the following fringe benefits:

- a. Health Insurance.** Health insurance through the District's health insurance carrier for the employee and spouse.
- b. Dental Insurance.** Dental insurance through the District's health insurance carrier for the employee.
- c. Sick Leave.** The Interim Superintendent shall be entitled to twelve (12) days of sick leave per school year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Interim Superintendent qualifies for disability pay under the long-term disability policy, the Interim Superintendent shall be required to take the disability pay instead of sick leave pay. The Interim Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Interim Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.
- d. Vacation.** The Interim Superintendent shall have fifteen (15) vacation days for the initial contract year which the Interim Superintendent may use at times the Interim Superintendent chooses so long as the absence does not

interfere with the proper performance of the Interim Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. The Interim Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Interim Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Interim Superintendent to use vacation days and shall compensate the Interim Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.

- e. Professional Development.** The Interim Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Interim Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- f. Professional Dues.** The District will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA).
- g. Holidays.** The Interim Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: one-half day on New Year's Eve, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the day after Christmas.
- h. Cell Phone.** The Interim Superintendent shall be required to purchase and maintain a cellular phone so that the Interim Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Interim Superintendent up to a maximum of \$65 per month for the actual cost of a cellular phone service plan.

- i. **Expense Reimbursement.** The Board shall pay or reimburse the Interim Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Interim Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.
  
- j. **Status as Temporary Employee under NEB. REV. STAT. § 79-902(43).** It is the parties' intention that the Interim Superintendent be employed for *one year or more* in the position of interim superintendent. Therefore, the Interim Superintendent shall receive service credit for and/or make contributions to the School Employees Retirement System of the State of Nebraska.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Interim Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. Compensation Upon Termination.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Interim Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 14. Evaluation.** The Board shall evaluate the Interim Superintendent twice during the Interim Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Interim Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Interim Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the

Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 15. Legal Actions.** The Board will support the Interim Superintendent if there is a legal dispute caused by carrying out the Interim Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of the Interim Superintendent's performance of duties or position as the Interim Superintendent of the District, the Board will provide the Interim Superintendent with a legal defense to the maximum extent permitted by law so long as the Interim Superintendent acted in good faith and in a manner which the Interim Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Interim Superintendent's conduct was unlawful.

**Section 16. Physical or Mental Examination.** The Interim Superintendent agrees that, at the request of the Board, the Interim Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Interim Superintendent is able to perform the "essential functions" of the position.

**Section 17. Disciplinary Action.** The parties agree that the Board president may place the Interim Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Interim Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Interim Superintendent without pay, the Board president or secretary shall deliver a written notice to the Interim Superintendent advising the Interim Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Interim Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Interim Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 18. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 19. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board.

**Section 20. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.


IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Interim Superintendent this <sup>15</sup> \_\_\_\_ day of April, 2023.**

DocuSigned by:  
  
\_\_\_\_\_  
C53B764DC9B04E9...  
Interim Superintendent

## CONSULTANT EMPLOYMENT AGREEMENT

THIS CONTRACT 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 **Tom Moore**, referred to herein as "Consultant".

WITNESSETH: The District agrees to employ the Consultant and the Consultant agrees to accept such employment subject to the following terms and conditions:

**1. Commencement of Employment.** This agreement shall commence on the 1 day of May, 2023.

**2. At-Will Nature of Employment; Status as Exempt Employee.** The Consultant is hired on an "at will" basis. The Employee's duties and extent of employment are subject to assignment by the Board President. The Consultant agrees at all times to perform all of his duties faithfully, industriously, and to the best of his ability, experience, and talents.

**3. Days and Hours of Employment.** The days and hours of employment shall be coordinated with the Board President as needed to complete the duties of the Consultant. At no time will the Consultant exceed 10 days of employment.

**4. Compensation.** The Consultant's wage shall be \$519.23 per day. A day of work will consist of at least 7 hours. The Consultant shall also be reimbursed for all reasonable and necessary temporary lodging and mileage expenses that the Consultant incurs fulfilling the duties of this Agreement.

**5. Fringe Benefits.** There are no fringe benefits associated with this position.

**6. Policies, Rules and Regulations.** The Consultant agrees to be governed by the policies of the Board, the rules and regulations of the District, and the directives of supervisors. These policies, rules and regulations may be changed at any time, with or without notice to the Consultant.

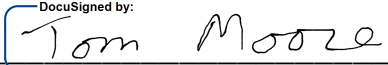
**7. Termination of Employment.** This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing. The Board President may, acting upon his or her own initiative, terminate the Consultant's employment; and such termination will be effective upon the date of the decision.

**8. Compensation Upon Termination.** The Consultant agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Consultant and may be withheld by the District from any payments to the Consultant.

**9. Deductions.** The Consultant authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by him, the value of property or money entrusted to the Consultant or owed by the Consultant to the District during the course of his employment or owed by him to the District during the course of employment. No deductions shall be made for retirement purposes.

**10. Entirety of Agreement and Amendments.** The Consultant certifies that he has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that it constitutes the entire agreement; and that any representations, promises, agreements or undertakings, written or oral, that are not contained herein shall not be of any force or effect. This Agreement may be modified only by a written instrument signed by the Consultant and the Board President.

**11. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

DocuSigned by:  
  
C53B764DC9B04E9...  
\_\_\_\_\_  
Tom Moore  
Consultant

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

Executed on 15 April, 2023

Executed on \_\_\_\_\_, 2023

# ESTIMATE

VK Electronics  
18 W 25th St  
Kearney, Nebraska 68847

2014vkelectronics@gmail.com  
308-234-6425  
vkkearney.com



**VIDEO KINGDOM  
ELECTRONICS  
AND APPLIANCES**

## Elm Creek public school

### Bill to

Elm Creek public school

### Estimate details

Estimate no.: 1001  
Estimate date: 03/15/2023  
Expiration date: 04/15/2023

Product or service		Amount
1. <b>Sony 75" TV</b> 75" TV Apple Airplay and Android/chrome compatible	19 units × \$1,290.00	\$24,510.00
2. <b>Wall mount</b> Full motion wall mount	19 units × \$123.00	\$2,337.00
3. <b>Ethernet cable</b> Ethernet cable to hook to wall jack	19 units × \$4.90	\$93.10
4. <b>Apple Ipad</b> 10" Ipad	19 units × \$449.99	\$8,549.81
5. <b>Apple Pencil</b> To write on Ipad	19 units × \$129.99	\$2,469.81
6. <b>Labor</b> To hang each 75" TV	19 units × \$95.00	\$1,805.00
7. <b>Trip Charge</b> Trip charge to Elm Creek	1 unit × \$40.00	\$40.00
	<b>Total</b>	<b>\$39,804.72</b>

### Note to customer

Tax Exempt

Expiry date

04/15/2023

### Optional:

43" Digital Signage TV \$1049.00 plus parts and labor  
50" Digital Signage TV \$1198.00 plus parts and labor  
55" Digital Signage TV \$1239.00 plus parts and labor  
Digital Signage player \$639.00 plus parts and labor  
Video wall matrix 4x4 \$1590.00 plus parts and labor

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- c. Sick Leave.** The Interim Superintendent shall be entitled to twelve (12) days of sick leave per school year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Interim Superintendent qualifies for disability pay under the long-term disability policy, the Interim Superintendent shall be required to take the disability pay instead of sick leave pay. The Interim Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Interim Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.
- d. Vacation.** The Interim Superintendent shall have fifteen (15) vacation days for the initial contract year which the Interim Superintendent may use at times the Interim Superintendent chooses so long as the absence does not

interfere with the proper performance of the Interim Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. The Interim Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Interim Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Interim Superintendent to use vacation days and shall compensate the Interim Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.

- e. Professional Development.** The Interim Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Interim Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- f. Professional Dues.** The District will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA).
- g. Holidays.** The Interim Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: one-half day on New Year's Eve, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the day after Christmas.
- h. Cell Phone.** The Interim Superintendent shall be required to purchase and maintain a cellular phone so that the Interim Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Interim Superintendent up to a maximum of \$65 per month for the actual cost of a cellular phone service plan.

- i. Expense Reimbursement.** The Board shall pay or reimburse the Interim Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Interim Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.
  
- j. Status as Temporary Employee under NEB. REV. STAT. § 79-902(43).** It is the parties' intention that the Interim Superintendent be employed for *one year or more* in the position of interim superintendent. Therefore, the Interim Superintendent shall receive service credit for and/or make contributions to the School Employees Retirement System of the State of Nebraska.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Interim Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. Compensation Upon Termination.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Interim Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 14. Evaluation.** The Board shall evaluate the Interim Superintendent twice during the Interim Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Interim Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Interim Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the

Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 15. Legal Actions.** The Board will support the Interim Superintendent if there is a legal dispute caused by carrying out the Interim Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of the Interim Superintendent's performance of duties or position as the Interim Superintendent of the District, the Board will provide the Interim Superintendent with a legal defense to the maximum extent permitted by law so long as the Interim Superintendent acted in good faith and in a manner which the Interim Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Interim Superintendent's conduct was unlawful.

**Section 16. Physical or Mental Examination.** The Interim Superintendent agrees that, at the request of the Board, the Interim Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Interim Superintendent is able to perform the "essential functions" of the position.

**Section 17. Disciplinary Action.** The parties agree that the Board president may place the Interim Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Interim Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Interim Superintendent without pay, the Board president or secretary shall deliver a written notice to the Interim Superintendent advising the Interim Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Interim Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Interim Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 18. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 19. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board.

**Section 20. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.


IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Interim Superintendent this <sup>15</sup> \_\_\_\_ day of April, 2023.**

DocuSigned by:  
  
\_\_\_\_\_  
C53B764DC9B04E9...  
Interim Superintendent

## CONSULTANT EMPLOYMENT AGREEMENT

THIS CONTRACT 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 **Tom Moore**, referred to herein as "Consultant".

WITNESSETH: The District agrees to employ the Consultant and the Consultant agrees to accept such employment subject to the following terms and conditions:

**1. Commencement of Employment.** This agreement shall commence on the 1 day of May, 2023.

**2. At-Will Nature of Employment; Status as Exempt Employee.** The Consultant is hired on an "at will" basis. The Employee's duties and extent of employment are subject to assignment by the Board President. The Consultant agrees at all times to perform all of his duties faithfully, industriously, and to the best of his ability, experience, and talents.

**3. Days and Hours of Employment.** The days and hours of employment shall be coordinated with the Board President as needed to complete the duties of the Consultant. At no time will the Consultant exceed 10 days of employment.

**4. Compensation.** The Consultant's wage shall be \$519.23 per day. A day of work will consist of at least 7 hours. The Consultant shall also be reimbursed for all reasonable and necessary temporary lodging and mileage expenses that the Consultant incurs fulfilling the duties of this Agreement.

**5. Fringe Benefits.** There are no fringe benefits associated with this position.

**6. Policies, Rules and Regulations.** The Consultant agrees to be governed by the policies of the Board, the rules and regulations of the District, and the directives of supervisors. These policies, rules and regulations may be changed at any time, with or without notice to the Consultant.


**7. Termination of Employment.** This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing. The Board President may, acting upon his or her own initiative, terminate the Consultant's employment; and such termination will be effective upon the date of the decision.

**8. Compensation Upon Termination.** The Consultant agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Consultant and may be withheld by the District from any payments to the Consultant.

**9. Deductions.** The Consultant authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by him, the value of property or money entrusted to the Consultant or owed by the Consultant to the District during the course of his employment or owed by him to the District during the course of employment. No deductions shall be made for retirement purposes.

**10. Entirety of Agreement and Amendments.** The Consultant certifies that he has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that it constitutes the entire agreement; and that any representations, promises, agreements or undertakings, written or oral, that are not contained herein shall not be of any force or effect. This Agreement may be modified only by a written instrument signed by the Consultant and the Board President.

**11. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

DocuSigned by:  
  
C53B764DC9B04E9...  
\_\_\_\_\_  
Tom Moore  
Consultant

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

Executed on 15 April, 2023

Executed on \_\_\_\_\_, 2023