

## Board of Education Special Meeting

Wednesday, December 6, 2023 4:30 PM

### 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. 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.

### 6. 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. Disposal of surplus Items

1988 Van

1995 Mini Bus

1999 Suburban

2002 Mini Bus

2005 Van

2007 Van

7.2. Clevenger Petroleum Claim

7.3. Bond Payment

\$693,141.25 due to BOK Financial on December 15, 2023

7.4. Negotiations Proposal for Certified Staff 2024-2025 Contract Year

Increase the base pay to \$38,616, which equates to a 3.25% increase including benefits.

8. Action Items

8.1. Clevenger Petroleum Claim

Move to approve claim from Clevenger Petroleum for \$3,549. 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

8.2. Bond Payment

Approve payment of \$693,141.25 to BOK Financial. This motion, made by Cole Brodine and seconded by Lynette Mitchell, Passed.

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

8.3. Negotiations Proposal for Certified Staff 2024-2025 Contract Year.

Increase the base pay to \$38,616, which equates to a 3.25% increase including benefits.

Move to approve negotiated agreement as presented setting base pay at \$38,616.00. 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

8.4. Discussion of Superintendent Search Process

8.5. Executive Session

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

Move to enter executive session @ 4:57 PM to discuss superintendent candidates. 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

Move to exit executive session at 6:08 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

8.6. Select Superintendent Finalists

Motion to select Finalists A,D, F & G for interview. 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 Board Meeting

December 12, 4:00 PM

10. Adjournment

## **3019**

### **Sale or Disposal of School Property**

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: December 14, 2020

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

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

THIS IS NOT A RECEIPT FOR PAYMENT

**CLEVENGER PETROLEUM**  
**315 WEST 8TH STREET**  
**KEARNEY, NE 68845**  
 PH: 236-5919



CASH SALE	CREDIT SALE	BUD. GET	STAY FULL	Special Fuel Delivered into Veh. Fuel Supply Tank

INVOICE  
**NO. 079912**

DATE  
 12-4-23  
 Customer Order No.

*Elm Creek Schools*

*West Tank at Durand's*

Project Contract No.

PRODUCT	PREM. LEAD FREE	LEAD FREE GASO.	REG. GASO.	DIESEL FUEL	HEATER OIL	LOW SULFUR DIESEL	FURNACE OIL	PREM. DIESEL FUEL
CODE	1	2	3	4	5	6	7	8
GASOLINE - FLAMMABLE LIQUID								
FUEL OIL - COMBUSTIBLE LIQUID								
#2 clear X/ade			455				358	1628 90
#1 Y			455				425	1920 10

PRODUCT	DRUMS - CASES NO.	SIZE	QTY.	PRICE	TOTAL PRICE AND GAL TAXES	AMOUNT
					3549	90
Pay by 12-9-23				-52	45	50
					3503	50

FEDERAL ID # 47-0574690  
 STATE SALES OR USE TAX  
 MUN./CO. NAME OR NO.  
 R.O. SALES TAX

DRUM DEPOSIT  
 SUBJECT TO CORRECTION OF ERRORS - TOTAL DUE

UNDYED  
 THE PRICE OF THIS DIESEL FUEL  DOES  DOES NOT INCLUDE FEDERAL MOTOR FUEL TAXES AND DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

DYED  
 THIS PRODUCT IS DYED DIESEL FUEL NON-TAXABLE USE ONLY. PENALTY FOR TAXABLE USE IF THIS BOX  MARKED OFF HIWAY/NOT LEGAL FOR MOTOR VEHICLE USE.

NEB. MOTOR FUEL TAX  
 Gallons Rate Amount

Sale No. Brodie or Smith Meter Reading - Gals. 10hrs

Delivered By: *BL*  
 Payment Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Payment Will Be Made on or Before: \_\_\_\_\_  
 Buyer acknowledges receipt of goods and agrees to the terms set forth by the Seller and listed below for all purchases made within one year of this date. A late **Finance Charge** as computed by Seller's current Terms and Conditions (shown below) may be assessed against all late payments.  
**1.500** % per month or an **Annual Rate of 18** % per year.  
 \_\_\_\_\_



**Corporate Trust Account Invoice Summary**

**Name of Issue:**

Buffalo County SD 0009 (Elm Creek PS) general  
Obligation Bond Series 2021

Elm Creek Public Schools  
Superintendent  
230 E Calkins Ave  
Elm Creek NE 68836

**Ref. Number : ELMCREEKPS21**

For questions contact: Chad Shirk 402-458-1310

**DUE DATE 12/15/2023**

	Principal Outstanding	\$9,780,000.00
<b>Debt Service</b>		
	Principal Due	\$475,000.00
	Interest Due	\$97,800.00
	<b>Total Debt Service Due :</b>	<b>\$572,800.00</b>
	<b>Semi Annual Paying Agent Fee :</b>	<b>\$200.00</b>
	<b>TOTAL AMOUNT DUE:</b>	<b>\$573,000.00</b>

**Wire payments must be received 1 business day prior to Due Date**  
**Check & ACH Payments must be received 5 business days prior to the Due Date**

*IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.*

Name of Issue:

Buffalo County SD 0009 (Elm Creek PS)  
general Obligation Bond Series 2021

**DUE DATE 12/15/2023**

<b>Reference Number:</b>	<b>ELMCREEKPS21</b>
<b>Net Amount Due:</b>	<b>\$573,000.00</b>
Current Debt Service:	\$572,800.00
Paying Agent Fee:	\$200.00
<b>Amount Enclosed:</b>	

**Remit Check To:**

(Must be received 5 business days prior to Due Date)

BOKF, NA  
Corporate Trust Services  
1248 'O' Street, Ste 764  
Lincoln, NE 68508

**Wire/ACH Instructions:**

(Wires must be received 1 business day prior to Due Date)

(ACHs must be received 5 business day prior to Due Date)

BOKF, NA  
ABA 103900036  
A/C Name: Wealth Management  
A/C #: 600024642  
REF: NEB CORP TRUST - ELMCREEKPS21



**Corporate Trust Account Invoice Summary**

**Name of Issue:**

Elm Creek Public Schools General Obligation Bond Series 2022

Elm Creek Public Schools  
Superintendent  
230 E Calkins Ave  
Elm Creek NE 68836

**Ref. Number : ELMCREEKPS22**

For questions contact: Chad Shirk 402-458-1310

**DUE DATE 12/15/2023**

	Principal Outstanding	\$2,070,000.00
<b>Debt Service</b>	Principal Due	\$100,000.00
	Interest Due	\$19,941.25
	<b>Total Debt Service Due :</b>	<b>\$119,941.25</b>
	<b>Semi Annual Paying Agent Fee :</b>	<b>\$200.00</b>
	<b>TOTAL AMOUNT DUE:</b>	<b>\$120,141.25</b>

**Wire payments must be received 1 business day prior to Due Date  
Check & ACH Payments must be received 5 business days prior to the Due Date**

*IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.*

Name of Issue:

Elm Creek Public Schools General Obligation Bond Series 2022

**Remit Check To:**

(Must be received 5 business days prior to Due Date)

BOKF, NA  
Corporate Trust Services  
1248 'O' Street, Ste 764  
Lincoln, NE 68508

**DUE DATE 12/15/2023**

<b>Reference Number:</b>	<b>ELMCREEKPS22</b>
<b>Net Amount Due:</b>	<b>\$120,141.25</b>
Current Debt Service:	\$119,941.25
Paying Agent Fee:	\$200.00
<b>Amount Enclosed:</b>	

**Wire/ACH Instructions:**

(Wires must be received 1 business day prior to Due Date)

(ACHs must be received 5 business day prior to Due Date)

BOKF, NA  
ABA 103900036  
A/C Name: Wealth Management  
A/C #: 600024642  
REF: NEB CORP TRUST - ELMCREEKPS22

**MASTER AGREEMENT BETWEEN  
ELM CREEK BOARD OF EDUCATION AND  
THE ELM CREEK EDUCATION ASSOCIATION**

*(This contract is based on a working calendar with 184 days for all full-time certified staff.)*

**ARTICLE I: SALARIES**

- A. Base salary. The base salary for the **2024-2025** school year shall be **\$38,616**.
- B. The schedule index shall be 4% for each year's experience allowed on the schedule and 4% for each additional nine hours allowed above the BA degree.
- C. Extra Duty Pay. Teachers assigned a duty listed on the extra-duty schedule shall be placed on the schedule where their past experience would allow, up to the number of years allowed on the schedule as provided by provision number one of the salary schedule provisions.
- D. Home activity and concession sponsors shall be paid \$20.00 per activity. The principal or designee shall make a schedule and all teachers may be placed on the schedule.
- E. Salary Schedule Provisions. The salary schedule provisions attached to the salary schedule are an integral part of the salary schedule and have been negotiated as they appear on the attached schedule.
- F. Substituting for Another Teacher. When asked to sit in for another teacher during a regularly scheduled preparation period, teachers shall be paid \$25.00 per time.
- G. Salary Schedule. Following is a copy of the current salary schedule now in force in the Elm Creek Public School. The schedule has three parts: 1) the index schedule; 2) the extra duty pay schedule; 3) the salary schedule provisions.
- H. Chairpersons of the MTSS committees will be paid \$400 per year.
- I. If a teacher is teaching a dual credit class in which the institute offers payment to the district, the district will then divide the money into thirds. One-third will be a stipend for the teacher, one-third will be used for supplies for that class, one-third will be available to make the class more affordable for students taking that course through a reimbursement to the students from the school.

**SALARY SCHEDULE PROVISIONS**

- A. Teachers entering the system for the first time shall be given credit for twelve (12) years prior experience, provided it shall have been earned in an accredited school during the immediately preceding 15 (fifteen) years, and shall have been more than half-time (prorated to the nearest half or whole time) teaching.
- B. Each teacher shall have on file in the superintendent's office a complete up-to-date transcript of college hours earned.
- C. All courses used for advancement on the salary schedule must be graduate courses. \*

\*Exceptions will be at the discretion of the Board of Education and/or Administration and shall be judged on an individual basis.

- D. All graduate Courses will be allowed for advancement on the salary schedule.
- E. Teachers shall be offered their official contract for the upcoming year no later than March 8<sup>th</sup>.
- F. A 13 month pay schedule shall be offered for teachers in their first year of employment at Elm Creek Public Schools. This pay schedule will be based on the same amount as the regular salary for the employee's step and education but will provide an early paycheck in August.

**ARTICLE II: HEALTH & DENTAL INSURANCE**

- A. The Elm Creek Public Schools provides a stipulated monthly amount toward the purchase of health & dental insurance or cash (Blue preferred \$1,050.00 deductible or the \$3,800 deductible HSA-Eligible Dental Coverage in Option 2 (PPO-100% A, 75% B, 50% C,) single coverage. A teacher must be teaching half time or more to qualify for insurance or cash. The following are the choices for the contract school year:

**Full -time teachers** shall have the following choices:

- 1. Family health and single dental insurance
- 2. Employee and spouse health and single dental insurance
- 3. Employee and child(ren) health and single dental insurance
- 4. Employee health and single dental insurance.
- 5. Cash in Lieu at 90% of monthly Single Insurance premium
- 6. Cash in Lieu -No "double dipping" - full family dental insurance will be provided to married couples that both work in certified positions for the district.

Teachers opting for the High Deductible HSA health insurance plan shall be compensated the difference between the \$1,050.00 deductible plan and the HSA plan at a rate of 100% as per the elected plan, with ½ the amount paid in a lump sum in September and the remaining to be paid in March. Teachers enrolling in the HSA plan in January during the calendar year would have January and February compensation prorated. Should a teacher's employment from the district be severed prior to the conclusion of the school year, the district retains the right to reclaim any excess funds paid to the employee.

Teachers teaching less than full -time and more than halftime shall have their benefits prorated based on their FTE.

- B. The Board of Education reserves the right to name the health and accident insurance carrier.

**ARTICLE III: LONG -TERM INCOME PROTECTION**

- A. The Board of Education reserves the right to name the long-term disability income carrier. The Board of Education will pay 100% of the cost of the premium of the long-term (180 day) and the short term (90-day elimination period) and a maximum of 66 2/3% of salary protection.

**ARTICLE IV: LEAVE POLICIES**

- A. 10 days of personal leave will be granted with no reason given. To use a personal day you have to give 5 days' notice and it is contingent on having sub coverage. If a staff member needs to use their PTO for sick leave it will be granted with no prior notice. Unused personal

leave days shall be carried over to the following year as sick days until a staff member's sick bank reaches the maximum total of 50 days. No more than 2 personal leave days may be taken on consecutive school days and personal days cannot be used to extend a holiday such as Memorial Day, Labor Day, Thanksgiving, or Christmas; exceptions can be made by the superintendent in cases of emergency or extenuating circumstances. At the end of each academic year a staff member may option to trade two personal leave days for pay at a rate of \$250 per day." Payment will be included in the June paycheck. The ten personal days granted at the beginning of each contract year must be used completely before sick days can be used from a staff member's sick bank. Part time employees shall have their PTO days prorated to match their assigned FTE.

- B. Sick Bank Leave - may be taken after all PTO leave is used. It is intended for the use of illness for oneself or immediate family members. Immediate family members include wife, husband, son or daughter, mother, father, and anyone of legal guardianship.
- C. Sick Leave Donation - A teacher may donate a maximum of two days to a staff member in need to be used for sick leave. These days may be taken from their current PTO days or from their sick bank.

A teacher may receive a maximum of 10 sick days to use only when the receiving staff member has used all of their own earned sick days and PTO days. Donation by teachers is voluntary and on an as-needed basis.

- D. Professional leave. Each teacher may be granted two (2) days of professional leave each school year without loss of pay to attend workshops, in-service, visiting another school, etc. Visiting other schools could be an assignment within a college course for advancement on the salary schedule. It requires pre-arranged approval by the principal and/or superintendent.
- E. Bereavement Leave. Teachers will be provided leave with pay to attend and/or make preparations for the funeral of a member of the immediate family.
  - 1. Five (5) days will be allowed for each occurrence if the immediate family is defined as spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in law, or grandchild:
  - 2. Certified staff members will be allowed to use ten (10) available sick days in the case of the death of an immediate family member. Immediate family members would be defined as: wife, husband, daughter or son.
  - 3. Three (3) days will be allowed for each occurrence if the immediate family is defined as brother, brother-in-law, sister or sister-in-law.
  - 4. Two (2) days will be allowed for each occurrence if the immediate family is defined as grandparent.
  - 5. One (1) day will be allowed for each occurrence if the immediate family is defined as aunt or uncle.
- F. Maternity leave. Maternity leave shall comply with existing State and Federal laws. Maternity leave shall be leave without pay except as existing laws provide.

**ARTICLE V: SEVERANCE PAY**

- A. Severance Pay. On termination of their contract, certificated staff members shall receive severance pay for unused sick leave, maximum of 50 days, based on one-half of the daily substitute pay rate in effect at the time of termination.

**ARTICLE VI: GRIEVANCE POLICY**

- A. The Board recognizes the need to practice reasonable and effective means of resolving differences, which may arise among employees, to reduce potential areas of grievances, and to establish and maintain, recognized two-way channels of communication between staff and administration. A grievance policy exists in the Board Policies 4013 and a copy can be located in the staff handbook.

**ARTICLE VII: OVERNIGHT SUPERVISION AND NON-SCHOOL TIME WORKSHOPS**

- A. A staff member who is required to supervise students or groups overnight will be paid \$40.00 per night in addition to the normal expenses paid by the school.
- B. Non-Contract Required Attendance: Teachers requested by the district to attend workshops, training, or meetings on non-contract days shall be paid \$25 per hour. If the workshop exceeds 8 hours, teachers would be paid \$200 per day. These hourly wages include workshop hours and working lunches only and are subject to all normal payroll deductions.

**ARTICLE VIII: SUCCESSOR AGREEMENT**

- A. Each teacher employed by the district will receive vertical and horizontal advancement, if applicable, in the event this agreement continues for the following school year.

**ARTICLE IX: DURATION OF AGREEMENT**

- A. This contract shall be effective for the school year identified in Article 1, Section A, on page 1 of this agreement. If a new and substitute contract has not been duly entered into prior to the end of this agreement period, the terms of this contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to the beginning of the new contract period. The board agrees to pay any increase in the health and dental Insurance premium so as to maintain present insurance coverage which will be Blue Preferred \$1,050.00 deductible with Single Dental until such time that a substitute contract is adopted.

**ARTICLE X: FRINGE BENEFITS**

- A. The Board and Association will implement a Section 125 "cafeteria" plan as per INTERNAL REVENUE SERVICE RULES. Qualified benefits and employee available elections include:
  - 1. Employee with No Dependents: Where an Employee has no dependents, said Employee may make the following benefit election:
    - a. Single health and dental insurance coverage; or,
    - b. The Cash Payment.
  - 2. Employee with Dependent(s): Where an Employee has dependent(s), said Employee may make the following election:
    - a. Single or dependent (according to the BC/BS four-tier plan)
    - b. The Cash Payment.

- B. Within the District's Section 125 Plan, if the cash option is taken, the cash will be treated as follows:
1. Section 125 plan, if the **cash** option is taken:
    - a. Cash will be treated as income. State and Federal taxes will be withheld and income taxes are due on this income.
    - b. This cash will not be used to determine compensation for the Nebraska Teacher Retirement System. This is a Nebraska Retirement System rule. No withholding (employee or employer) will be made for this purpose. This cash will not be used for the Retirement System final compensation formula.
  2. Dependent Care Plan/Expenses.
  3. Medical Reimbursement Plan/Expenses
  4. Cafeteria Plan

This Master Agreement shall constitute a compilation of all the annual agreements between the Elm Creek Education Association since negotiations began in 1967.

However, if proof can be shown by either party, by acceptable copies of past negotiated annual Agreements that something has been changed that is not a negotiated change, or something has been inadvertently "left out" that should be included in this Master Agreement, both parties agree to add or delete from this agreement as the case may be.

Ratified by both parties this 6<sup>th</sup> day of December, 2023.

Elm Creek School Board President  
Alicia Beavers

ECEA President  
Kris Tool

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ELM CREEK PUBLIC SCHOOL-2024/2025 SALARY SCHEDULE

BASE: 38,616

YRS	EXP	STEP	BA	BA +9	BA + 18	BA + 27	MA	MA+9	MA + 18	MA + 27
0	1		38616.00	40160.64	41705.28	43249.92	44794.56	46339.20	47883.84	49428.48
			1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
1	2		40160.64	41705.28	43249.92	44794.56	46339.20	47883.84	49428.48	50973.12
			1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32
2	3		41705.28	43249.92	44794.56	46339.20	47883.84	49428.48	50973.12	52517.76
			1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36
3	4		43249.92	44794.56	46339.20	47883.84	49428.48	50973.12	52517.76	54062.40
			1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40
4	5		44794.56	46339.20	47883.84	49428.48	50973.12	52517.76	54062.40	55607.04
			1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44
5	6		46339.20	47883.84	49428.48	50973.12	52517.76	54062.40	55607.04	57151.68
			1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
6	7		49428.48	50973.12	52517.76	54062.40	55607.04	57151.68	58696.32	60240.96
			1.28	1.32	1.36	1.40	1.44	1.48	1.52	1.56
7	8		52517.76	54062.40	55607.04	57151.68	58696.32	60240.96	61785.60	63330.24
			1.36	1.40	1.44	1.48	1.52	1.56	1.60	1.64
8	9		55607.04	57151.68	58696.32	60240.96	61785.60	63330.24	64874.88	66419.52
			1.44	1.48	1.52	1.56	1.60	1.64	1.68	1.72
9	10		57151.68	58696.32	60240.96	61785.60	63330.24	64874.88	66419.52	67964.16
			1.48	1.52	1.56	1.60	1.64	1.68	1.72	1.76
10	11		60240.96	61785.60	63330.24	64874.88	66419.52	67964.16	69508.8	71053.44
			1.56	1.60	1.64	1.68	1.72	1.76	1.80	1.84
11	12		61785.60	63330.24	64874.88	66419.52	67964.16	69508.8	71053.44	
			1.6	1.64	1.68	1.72	1.76	1.80	1.84	
12	13		64874.88	66419.52	67964.16	69508.8	71053.44			
			1.68	1.72	1.76	1.80				
13	14		67964.16	69508.8	71053.44					
			1.76	1.80						
14	15		71053.44							
			1.80							

ACTIVITY PERCENTAGES CHART					38,616
Activity	Year 1	Year 2	Year 3	Year 4	5 or more
All-School Play-Asst	5.5	5.5	5.5	5.5	5.5
All-School Sponsor	8	8	8	8	8
Annual Sponsor	3	3	3	3	3
Bball - Boys Asst	10	10.5	11	12	12.5
Bball - Boys Head	14	15	16	17	18
Bball - Girls Head	14	15	16	17	18
Bball Girls Asst	10	10.5	11	12	12.5
Cheer - Asst	5.5	5.5	5.5	5.5	5.5
Cheer Sponsor	8	8	8	8	8
Cross Country	9	10	11	12	13
Cross Country Asst	6	7	7.5	8.5	9
eSports	1	1	1	1	1
FFA Sponsor	8	8.5	9	9.5	10
Flags	1	1	1	1	1
Football-Asst	8.5	9	10	10.5	11
Football-Asst	8.5	9	10	10.5	11
Football-Head	12	13	14	15	16
Golf	9	10	11	12	13
HAL Sponsor	NA	NA	NA	NA	NA
Instrumental Music	5.5	6.5	7.5	8.5	9.5
Jr. Class	4	4	4	4	4
Jr. Class Asst	2	2	2	2	2
Jr. High Boys	3	3	3	3	3
Jr. High Girls	3	3	3	3	3
NHS	3	3	3	3	3
One Act - Asst	7	7	7	7	7
One-Act - Head	7	7	7	7	7
Seniors	2	2	2	2	2
Speech	8	8	8	8	8
Speech - Asst	6.5	6.5	6.5	6.5	6.5
Student Council	4	4	4	4	4
Track - Asst	7.5	8.5	9	10	10.5
Track - Asst	7.5	8.5	9	10	10.5
Track - Head	11	12	13	14	15
Vocal Music	4	4	4	4	4
Volleyball - Asst	9	10	10.5	11	12
Volleyball - Head	13	14	15	16	17
Wrestling - Asst*	10	10.5	11	12	12.5
Wrestling - Head	14	15	16	17	18

THIS IS NOT A RECEIPT FOR PAYMENT

**CLEVENGER PETROLEUM**  
**315 WEST 8TH STREET**  
**KEARNEY, NE 68845**  
**PH: 236-5919**



CASH SALE	CREDIT SALE	BUD. GET	STAY FULL	Special Fuel Delivered into Veh. Fuel Supply Tank

INVOICE  
**NO. 079912**

DATE  
**12-4-23**  
 Customer Order No.

*Elm Creek Schools*

*West Tank at Durand's*

Project Contract No.

PRODUCT	PREM. LEAD FREE	LEAD FREE GASO.	REG. GASO.	DIESEL FUEL	HEATER OIL	LOW SULFUR DIESEL	FURNACE OIL	PREM. DIESEL FUEL
CODE	1	2	3	4	5	6	7	8
GASOLINE - FLAMMABLE LIQUID								
FUEL OIL - COMBUSTIBLE LIQUID								
#2 clear X/ade			455			358	1628	90
#1 Y			455			425	1920	10

PRODUCT	DRUMS - CASES NO.	SIZE	QTY.	PRICE	TOTAL PRICE AND GAL TAXES	AMOUNT
					3549	90
Pay by 12-9-23				-52	45	50
					3503	50

FEDERAL ID # 47-0574690  
 STATE SALES OR USE TAX  
 MUN./CO. NAME OR NO.  
 R.O. SALES TAX

DRUM DEPOSIT  
 SUBJECT TO CORRECTION OF ERRORS - TOTAL DUE

UNDYED  
 THE PRICE OF THIS DIESEL FUEL  DOES  DOES NOT INCLUDE FEDERAL MOTOR FUEL TAXES AND DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

DYED  
 THIS PRODUCT IS DYED DIESEL FUEL NON-TAXABLE USE ONLY. PENALTY FOR TAXABLE USE IF THIS BOX  MARKED OFF HIWAY/NOT LEGAL FOR MOTOR VEHICLE USE.

NEB. MOTOR FUEL TAX	Gallons	Rate	Amount

Sale No. \_\_\_\_\_ Brodie or Smith Meter Reading - Gals. \_\_\_\_\_  
 Delivered By \_\_\_\_\_  
 Payment Received By \_\_\_\_\_ Date \_\_\_\_\_  
 Payment Will Be Made on or Before \_\_\_\_\_

Buyer acknowledges receipt of goods and agrees to the terms set forth by the Seller and listed below for all purchases made within one year of this date. A late **Finance Charge** as computed by Seller's current Terms and Conditions (shown below) may be assessed against all late payments.  
**1.500** % per month or an **Annual Rate of 18** % per year.  
 X \_\_\_\_\_



**Corporate Trust Account Invoice Summary**

**Name of Issue:**

Buffalo County SD 0009 (Elm Creek PS) general  
Obligation Bond Series 2021

Elm Creek Public Schools  
Superintendent  
230 E Calkins Ave  
Elm Creek NE 68836

**Ref. Number : ELMCREEKPS21**

For questions contact: Chad Shirk 402-458-1310

**DUE DATE 12/15/2023**

	Principal Outstanding	\$9,780,000.00
<b>Debt Service</b>	Principal Due	\$475,000.00
	Interest Due	\$97,800.00
	<b>Total Debt Service Due :</b>	<b>\$572,800.00</b>
	<b>Semi Annual Paying Agent Fee :</b>	<b>\$200.00</b>
	<b>TOTAL AMOUNT DUE:</b>	<b>\$573,000.00</b>

**Wire payments must be received 1 business day prior to Due Date**  
**Check & ACH Payments must be received 5 business days prior to the Due Date**

*IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.*

Name of Issue:

Buffalo County SD 0009 (Elm Creek PS)  
general Obligation Bond Series 2021

**DUE DATE 12/15/2023**

<b>Reference Number:</b>	<b>ELMCREEKPS21</b>
<b>Net Amount Due:</b>	<b>\$573,000.00</b>
Current Debt Service:	\$572,800.00
Paying Agent Fee:	\$200.00
<b>Amount Enclosed:</b>	

**Remit Check To:**

(Must be received 5 business days prior to Due Date)

BOKF, NA  
Corporate Trust Services  
1248 'O' Street, Ste 764  
Lincoln, NE 68508

**Wire/ACH Instructions:**

(Wires must be received 1 business day prior to Due Date)

(ACHs must be received 5 business day prior to Due Date)

BOKF, NA  
ABA 103900036  
A/C Name: Wealth Management  
A/C #: 600024642  
REF: NEB CORP TRUST - ELMCREEKPS21



**Corporate Trust Account Invoice Summary**

**Name of Issue:**

Elm Creek Public Schools General Obligation Bond Series 2022

Elm Creek Public Schools  
 Superintendent  
 230 E Calkins Ave  
 Elm Creek NE 68836

**Ref. Number : ELMCREEKPS22**

For questions contact: Chad Shirk 402-458-1310

**DUE DATE 12/15/2023**

	Principal Outstanding	\$2,070,000.00
<b>Debt Service</b>	Principal Due	\$100,000.00
	Interest Due	\$19,941.25
	<b>Total Debt Service Due :</b>	<b>\$119,941.25</b>
	<b>Semi Annual Paying Agent Fee :</b>	<b>\$200.00</b>
	<b>TOTAL AMOUNT DUE:</b>	<b>\$120,141.25</b>

**Wire payments must be received 1 business day prior to Due Date  
 Check & ACH Payments must be received 5 business days prior to the Due Date**

*IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.*

Name of Issue:

Elm Creek Public Schools General Obligation Bond Series 2022

**Remit Check To:**

(Must be received 5 business days prior to Due Date)

BOKF, NA  
 Corporate Trust Services  
 1248 'O' Street, Ste 764  
 Lincoln, NE 68508

**DUE DATE 12/15/2023**

<b>Reference Number:</b>	<b>ELMCREEKPS22</b>
<b>Net Amount Due:</b>	<b>\$120,141.25</b>
Current Debt Service:	\$119,941.25
Paying Agent Fee:	\$200.00
<b>Amount Enclosed:</b>	

**Wire/ACH Instructions:**

(Wires must be received 1 business day prior to Due Date)

(ACHs must be received 5 business day prior to Due Date)

BOKF, NA  
 ABA 103900036  
 A/C Name: Wealth Management  
 A/C #: 600024642  
 REF: NEB CORP TRUST - ELMCREEKPS22

**MASTER AGREEMENT BETWEEN  
ELM CREEK BOARD OF EDUCATION AND  
THE ELM CREEK EDUCATION ASSOCIATION**

*(This contract is based on a working calendar with 184 days for all full-time certified staff.)*

**ARTICLE I: SALARIES**

- A. Base salary. The base salary for the **2024-2025** school year shall be **\$38,616**.
- B. The schedule index shall be 4% for each year's experience allowed on the schedule and 4% for each additional nine hours allowed above the BA degree.
- C. Extra Duty Pay. Teachers assigned a duty listed on the extra-duty schedule shall be placed on the schedule where their past experience would allow, up to the number of years allowed on the schedule as provided by provision number one of the salary schedule provisions.
- D. Home activity and concession sponsors shall be paid \$20.00 per activity. The principal or designee shall make a schedule and all teachers may be placed on the schedule.
- E. Salary Schedule Provisions. The salary schedule provisions attached to the salary schedule are an integral part of the salary schedule and have been negotiated as they appear on the attached schedule.
- F. Substituting for Another Teacher. When asked to sit in for another teacher during a regularly scheduled preparation period, teachers shall be paid \$25.00 per time.
- G. Salary Schedule. Following is a copy of the current salary schedule now in force in the Elm Creek Public School. The schedule has three parts: 1) the index schedule; 2) the extra duty pay schedule; 3) the salary schedule provisions.
- H. Chairpersons of the MTSS committees will be paid \$400 per year.
- I. If a teacher is teaching a dual credit class in which the institute offers payment to the district, the district will then divide the money into thirds. One-third will be a stipend for the teacher, one-third will be used for supplies for that class, one-third will be available to make the class more affordable for students taking that course through a reimbursement to the students from the school.

**SALARY SCHEDULE PROVISIONS**

- A. Teachers entering the system for the first time shall be given credit for twelve (12) years prior experience, provided it shall have been earned in an accredited school during the immediately preceding 15 (fifteen) years, and shall have been more than half-time (prorated to the nearest half or whole time) teaching.
- B. Each teacher shall have on file in the superintendent's office a complete up-to-date transcript of college hours earned.
- C. All courses used for advancement on the salary schedule must be graduate courses. \*

\*Exceptions will be at the discretion of the Board of Education and/or Administration and shall be judged on an individual basis.

- D. All graduate Courses will be allowed for advancement on the salary schedule.
- E. Teachers shall be offered their official contract for the upcoming year no later than March 8<sup>th</sup>.
- F. A 13 month pay schedule shall be offered for teachers in their first year of employment at Elm Creek Public Schools. This pay schedule will be based on the same amount as the regular salary for the employee's step and education but will provide an early paycheck in August.

**ARTICLE II: HEALTH & DENTAL INSURANCE**

- A. The Elm Creek Public Schools provides a stipulated monthly amount toward the purchase of health & dental insurance or cash (Blue preferred \$1,050.00 deductible or the \$3,800 deductible HSA-Eligible Dental Coverage in Option 2 (PPO-100% A, 75% B, 50% C,) single coverage. A teacher must be teaching half time or more to qualify for insurance or cash. The following are the choices for the contract school year:

**Full -time teachers** shall have the following choices:

- 1. Family health and single dental insurance
- 2. Employee and spouse health and single dental insurance
- 3. Employee and child(ren) health and single dental insurance
- 4. Employee health and single dental insurance.
- 5. Cash in Lieu at 90% of monthly Single Insurance premium
- 6. Cash in Lieu -No "double dipping" - full family dental insurance will be provided to married couples that both work in certified positions for the district.

Teachers opting for the High Deductible HSA health insurance plan shall be compensated the difference between the \$1,050.00 deductible plan and the HSA plan at a rate of 100% as per the elected plan, with ½ the amount paid in a lump sum in September and the remaining to be paid in March. Teachers enrolling in the HSA plan in January during the calendar year would have January and February compensation prorated. Should a teacher's employment from the district be severed prior to the conclusion of the school year, the district retains the right to reclaim any excess funds paid to the employee.

Teachers teaching less than full -time and more than halftime shall have their benefits prorated based on their FTE.

- B. The Board of Education reserves the right to name the health and accident insurance carrier.

**ARTICLE III: LONG -TERM INCOME PROTECTION**

- A. The Board of Education reserves the right to name the long-term disability income carrier. The Board of Education will pay 100% of the cost of the premium of the long-term (180 day) and the short term (90-day elimination period) and a maximum of 66 2/3% of salary protection.

**ARTICLE IV: LEAVE POLICIES**

- A. 10 days of personal leave will be granted with no reason given. To use a personal day you have to give 5 days' notice and it is contingent on having sub coverage. If a staff member needs to use their PTO for sick leave it will be granted with no prior notice. Unused personal

leave days shall be carried over to the following year as sick days until a staff member's sick bank reaches the maximum total of 50 days. No more than 2 personal leave days may be taken on consecutive school days and personal days cannot be used to extend a holiday such as Memorial Day, Labor Day, Thanksgiving, or Christmas; exceptions can be made by the superintendent in cases of emergency or extenuating circumstances. At the end of each academic year a staff member may option to trade two personal leave days for pay at a rate of \$250 per day." Payment will be included in the June paycheck. The ten personal days granted at the beginning of each contract year must be used completely before sick days can be used from a staff member's sick bank. Part time employees shall have their PTO days prorated to match their assigned FTE.

- B. Sick Bank Leave - may be taken after all PTO leave is used. It is intended for the use of illness for oneself or immediate family members. Immediate family members include wife, husband, son or daughter, mother, father, and anyone of legal guardianship.
- C. Sick Leave Donation - A teacher may donate a maximum of two days to a staff member in need to be used for sick leave. These days may be taken from their current PTO days or from their sick bank.

A teacher may receive a maximum of 10 sick days to use only when the receiving staff member has used all of their own earned sick days and PTO days. Donation by teachers is voluntary and on an as-needed basis.

- D. Professional leave. Each teacher may be granted two (2) days of professional leave each school year without loss of pay to attend workshops, in-service, visiting another school, etc. Visiting other schools could be an assignment within a college course for advancement on the salary schedule. It requires pre-arranged approval by the principal and/or superintendent.
- E. Bereavement Leave. Teachers will be provided leave with pay to attend and/or make preparations for the funeral of a member of the immediate family.
  - 1. Five (5) days will be allowed for each occurrence if the immediate family is defined as spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in law, or grandchild:
  - 2. Certified staff members will be allowed to use ten (10) available sick days in the case of the death of an immediate family member. Immediate family members would be defined as: wife, husband, daughter or son.
  - 3. Three (3) days will be allowed for each occurrence if the immediate family is defined as brother, brother-in-law, sister or sister-in-law.
  - 4. Two (2) days will be allowed for each occurrence if the immediate family is defined as grandparent.
  - 5. One (1) day will be allowed for each occurrence if the immediate family is defined as aunt or uncle.
- F. Maternity leave. Maternity leave shall comply with existing State and Federal laws. Maternity leave shall be leave without pay except as existing laws provide.

**ARTICLE V: SEVERANCE PAY**

- A. Severance Pay. On termination of their contract, certificated staff members shall receive severance pay for unused sick leave, maximum of 50 days, based on one-half of the daily substitute pay rate in effect at the time of termination.

**ARTICLE VI: GRIEVANCE POLICY**

- A. The Board recognizes the need to practice reasonable and effective means of resolving differences, which may arise among employees, to reduce potential areas of grievances, and to establish and maintain, recognized two-way channels of communication between staff and administration. A grievance policy exists in the Board Policies 4013 and a copy can be located in the staff handbook.

**ARTICLE VII: OVERNIGHT SUPERVISION AND NON-SCHOOL TIME WORKSHOPS**

- A. A staff member who is required to supervise students or groups overnight will be paid \$40.00 per night in addition to the normal expenses paid by the school.
- B. Non-Contract Required Attendance: Teachers requested by the district to attend workshops, training, or meetings on non-contract days shall be paid \$25 per hour. If the workshop exceeds 8 hours, teachers would be paid \$200 per day. These hourly wages include workshop hours and working lunches only and are subject to all normal payroll deductions.

**ARTICLE VIII: SUCCESSOR AGREEMENT**

- A. Each teacher employed by the district will receive vertical and horizontal advancement, if applicable, in the event this agreement continues for the following school year.

**ARTICLE IX: DURATION OF AGREEMENT**

- A. This contract shall be effective for the school year identified in Article 1, Section A, on page 1 of this agreement. If a new and substitute contract has not been duly entered into prior to the end of this agreement period, the terms of this contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to the beginning of the new contract period. The board agrees to pay any increase in the health and dental Insurance premium so as to maintain present insurance coverage which will be Blue Preferred \$1,050.00 deductible with Single Dental until such time that a substitute contract is adopted.

**ARTICLE X: FRINGE BENEFITS**

- A. The Board and Association will implement a Section 125 "cafeteria" plan as per INTERNAL REVENUE SERVICE RULES. Qualified benefits and employee available elections include:
  - 1. Employee with No Dependents: Where an Employee has no dependents, said Employee may make the following benefit election:
    - a. Single health and dental insurance coverage; or,
    - b. The Cash Payment.
  - 2. Employee with Dependent(s): Where an Employee has dependent(s), said Employee may make the following election:
    - a. Single or dependent (according to the BC/BS four-tier plan)
    - b. The Cash Payment.

- B. Within the District's Section 125 Plan, if the cash option is taken, the cash will be treated as follows:
1. Section 125 plan, if the **cash** option is taken:
    - a. Cash will be treated as income. State and Federal taxes will be withheld and income taxes are due on this income.
    - b. This cash will not be used to determine compensation for the Nebraska Teacher Retirement System. This is a Nebraska Retirement System rule. No withholding (employee or employer) will be made for this purpose. This cash will not be used for the Retirement System final compensation formula.
  2. Dependent Care Plan/Expenses.
  3. Medical Reimbursement Plan/Expenses
  4. Cafeteria Plan

This Master Agreement shall constitute a compilation of all the annual agreements between the Elm Creek Education Association since negotiations began in 1967.

However, if proof can be shown by either party, by acceptable copies of past negotiated annual Agreements that something has been changed that is not a negotiated change, or something has been inadvertently "left out" that should be included in this Master Agreement, both parties agree to add or delete from this agreement as the case may be.

Ratified by both parties this 6<sup>th</sup> day of December, 2023.

Elm Creek School Board President  
Alicia Beavers

ECEA President  
Kris Tool

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ELM CREEK PUBLIC SCHOOL-2024/2025 SALARY SCHEDULE

BASE: 38,616

YRS	EXP	STEP	BA	BA +9	BA + 18	BA + 27	MA	MA+9	MA + 18	MA + 27
0	1		38616.00	40160.64	41705.28	43249.92	44794.56	46339.20	47883.84	49428.48
			1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
1	2		40160.64	41705.28	43249.92	44794.56	46339.20	47883.84	49428.48	50973.12
			1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32
2	3		41705.28	43249.92	44794.56	46339.20	47883.84	49428.48	50973.12	52517.76
			1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36
3	4		43249.92	44794.56	46339.20	47883.84	49428.48	50973.12	52517.76	54062.40
			1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40
4	5		44794.56	46339.20	47883.84	49428.48	50973.12	52517.76	54062.40	55607.04
			1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44
5	6		46339.20	47883.84	49428.48	50973.12	52517.76	54062.40	55607.04	57151.68
			1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
6	7		49428.48	50973.12	52517.76	54062.40	55607.04	57151.68	58696.32	60240.96
			1.28	1.32	1.36	1.40	1.44	1.48	1.52	1.56
7	8		52517.76	54062.40	55607.04	57151.68	58696.32	60240.96	61785.60	63330.24
			1.36	1.40	1.44	1.48	1.52	1.56	1.60	1.64
8	9		55607.04	57151.68	58696.32	60240.96	61785.60	63330.24	64874.88	66419.52
			1.44	1.48	1.52	1.56	1.60	1.64	1.68	1.72
9	10		57151.68	58696.32	60240.96	61785.60	63330.24	64874.88	66419.52	67964.16
			1.48	1.52	1.56	1.60	1.64	1.68	1.72	1.76
10	11		60240.96	61785.60	63330.24	64874.88	66419.52	67964.16	69508.8	71053.44
			1.56	1.60	1.64	1.68	1.72	1.76	1.80	1.84
11	12		61785.60	63330.24	64874.88	66419.52	67964.16	69508.8	71053.44	
			1.6	1.64	1.68	1.72	1.76	1.80	1.84	
12	13		64874.88	66419.52	67964.16	69508.8	71053.44			
			1.68	1.72	1.76	1.80				
13	14		67964.16	69508.8	71053.44					
			1.76	1.80						
14	15		71053.44							
			1.80							

ACTIVITY PERCENTAGES CHART					38,616
Activity	Year 1	Year 2	Year 3	Year 4	5 or more
All-School Play-Asst	5.5	5.5	5.5	5.5	5.5
All-School Sponsor	8	8	8	8	8
Annual Sponsor	3	3	3	3	3
Bball - Boys Asst	10	10.5	11	12	12.5
Bball - Boys Head	14	15	16	17	18
Bball - Girls Head	14	15	16	17	18
Bball Girls Asst	10	10.5	11	12	12.5
Cheer - Asst	5.5	5.5	5.5	5.5	5.5
Cheer Sponsor	8	8	8	8	8
Cross Country	9	10	11	12	13
Cross Country Asst	6	7	7.5	8.5	9
eSports	1	1	1	1	1
FFA Sponsor	8	8.5	9	9.5	10
Flags	1	1	1	1	1
Football-Asst	8.5	9	10	10.5	11
Football-Asst	8.5	9	10	10.5	11
Football-Head	12	13	14	15	16
Golf	9	10	11	12	13
HAL Sponsor	NA	NA	NA	NA	NA
Instrumental Music	5.5	6.5	7.5	8.5	9.5
Jr. Class	4	4	4	4	4
Jr. Class Asst	2	2	2	2	2
Jr. High Boys	3	3	3	3	3
Jr. High Girls	3	3	3	3	3
NHS	3	3	3	3	3
One Act - Asst	7	7	7	7	7
One-Act - Head	7	7	7	7	7
Seniors	2	2	2	2	2
Speech	8	8	8	8	8
Speech - Asst	6.5	6.5	6.5	6.5	6.5
Student Council	4	4	4	4	4
Track - Asst	7.5	8.5	9	10	10.5
Track - Asst	7.5	8.5	9	10	10.5
Track - Head	11	12	13	14	15
Vocal Music	4	4	4	4	4
Volleyball - Asst	9	10	10.5	11	12
Volleyball - Head	13	14	15	16	17
Wrestling - Asst*	10	10.5	11	12	12.5
Wrestling - Head	14	15	16	17	18