

## Board of Education Regular Meeting

Tuesday, January 9, 2024 6:00 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. Reorganization of the Board
  - 4.1. Adjourn Sine Die
  - 4.2. Election of President of the Board of Education for 2024  
Nominated Alicia Beavers for President. This motion, made by Morgan Fouts and seconded by Lynette Mitchell, Passed.  
Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea
  - 4.3. Convene the 2024 Board of Education  
Motion to Reconvene Board Meeting at 6:01 PM to Re-Elected Board President Alicia Beavers. This motion, made by JC Ourada and seconded by Lynette Mitchell, Passed.  
Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea
  - 4.4. Election of Vice-President of Board of Education 2024  
Nominated Lynette Mitchell for Vice President. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.  
Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea
  - 4.5. Election of Secretary of the Board of Education 2024  
Nominate Cole Brodine for Secretary. This motion, made by Lynette Mitchell and seconded by Morgan Fouts, Passed.  
Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea
5. Designation of Board of Education Treasurer
6. Committee Structure for 2024
  - 6.1. 2024-2025 Standing Committees
7. Roll Call

7.1. - Excuse Absent Board Members

8. 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.

9. Consent Agenda

Motion to Approve the Consent Agenda. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.

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

9.1. 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.

9.2. Minutes

9.3. Claims

9.4. Treasurer's Report

10. Information Items

10.1. Superintendent Contract

11. Action Items

11.1. Recognize Beacon Observer as the official newspaper for Elm Creek Schools

Motion to recognize the Beacon Observer as the official newspaper for Elm Creek Schools.

This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

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

11.2. Approve Superintendent's Contract

Move to approve a contract for Kim Beran to serve as Superintendent for Elm Creek Public

Schools for the 2024-2025 school year. 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

11.3. Approve a pay increase for support staff of 3.25% for the 2024-2025 school year.

Move to approve a pay increase for the support staff of 3.25 % for the 2024-2025 school year. 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

11.4. Set the elementary principal's salary at \$99,235.00 for the 2024-2025 school year.

Move to set the Elementary Principal's salary at \$99,235 for the 2024-2025 school year. 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

11.5. Set the 7-12 principal/Athletic Director's salary at \$106,832.00 for the 2024-2025 school year.

Move to set the 7-12 Principal/Athletic Director's salary at \$106,832 for the 2024-2025 school year. This motion, made by Morgan Fouts and seconded by Lynette Mitchell, Passed.

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

12. Reports

12.1. Superintendent's Report

12.1.1. KSB Inservice on Special Education and IDEA Rights

12.2. Principals' Report

12.2.1. 7-12 Principal  
gym floor  
2nd semester update

12.2.2. PK-6 Principal  
2nd semester update

12.3. Board Committees

12.3.1. January 10  
5:00 Building Grounds and Transportation  
6:00 Curriculum and Technology

13. Next Regular Board Meeting

14. Adjournment

## **Elm Creek Board Committee Structure 2024-2025**

### **Buildings, Grounds and Transportation**

Cole Brodine  
Alicia Beavers  
Lynette Mitchell

### **Finance and Personnel**

JC Ourada  
Morgan Fouts  
Hannah Hild

### **Policy and Negotiations**

Cole Brodine  
Morgan Fouts  
Lynette Mitchell

### **Curriculum & Technology**

Alicia Beavers  
Hannah Hild  
Cole Brodine

### **Americanism**

JC Ourada  
Lynette Mitchell  
Hannah Hild



## Board of Education Regular Meeting

Monday, December 18, 2023 5:30 PM

### 1. Call to Order

Meeting was called to order at 5:30 PM by Board President Alicia Beavers.

### 2. Flag Salute

All Present

### 3. Open Meeting Act

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

### 4. Roll Call

All Present

#### 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.

None

### 6. Consent Agenda

Motion to approve the 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:

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and Give Great Effort.

## 6.2. Minutes

## 6.3. Claims

## 6.4. Treasurer's Report

6.5. Current and past board members that pay for the district health insurance plan.

Morgan Meier

Denise Ourada

JC Ourada

## 7. Information Items

7.1. Kent Cordes will give an update on the elementary construction project.

Demolition is completed and they are working on filling in.

There is a wall in the basement that needs to support the current building. They are working on a solution with an engineer. There are no supports under the frost level, so we need to find a solution.

Kent discussed moving playground equipment and how that will be done. They are coming up with a plan to get things moved into the new area.

Got a price back from the electrician for the drop cords in the Industrial Arts Room.

## 7.2. State Assessment Update

Our district received a "Great" Rating on our State Reporting in 2022-2023.

Our Elementary received a "Great" Rating on our State Reporting in 2022-2023.

The Middle School received a "Great" Rating on our State Reporting in 2022-2023.

The High School received a "Good" Rating on our State Reporting in 2022-2023.

Jadyn High (4/5/6 Teacher), Shaina McIntosh (3rd Grade) and Heather Tool (Kindergarten) presented things that have improved and gathered ideas on how to improve our school/student scores.

The High School went from "Needs Improvement" to Good Rating. Which pretty much came from ACT scores.

Mrs. Hodges (English), Miss Lechman (English), Kris Tool (Math), Cathy Stankovic (Science) and Micki Fries (Science) presented strategies to improve scores and use of MTSS.

Mr. Marquez discussed creating a positive culture, goal setting, adding structure & accountability. He also discussed growth and celebrating successes.

## 7.3. 2022-2023 Audit

Dana Cole Auditors

Tom Moore discussed the summary of the audit. Anyone that wants to see the total audit, we have a copy in the superintendent's office.

## 7.4. Transfer from General Fund to Lunch Fund

## 8. Action Items

### 8.1. Approve Superintendent Moore's 1st Semester Evaluation

Move to approve Superintendents 1st semester evaluation. This motion, made by Alicia Beavers and seconded by Hannah Hild, Passed.

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

#### 8.2. Disposal of surplus Items

1988 Van  
1995 Mini Bus  
1999 Suburban  
2002 Mini Bus  
2005 Van

Move to sell the 1988 van for salvage and the other listed vehicles at auction. 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

#### 8.3. Approve 2022-2023 Audit

Move to approve the 2022-2023 Audit as presented. 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

#### 8.4. Transfer \$10,000 from the General Fund to the Lunch Fund

Move to transfer \$10,000 from the General Fund to the Lunch Fund. 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

#### 9. Board Committees

Jan 3

5:00 pm - Finance and Personnel

6:00 pm - Policy and negotiations

Jan 10

5:00 pm - Curriculum and Technology

6:00 pm Building and Grounds and Transportation

#### 10. Next Regular Board Meeting

January 8, 6:00 PM

#### 11. Adjournment

Meeting was adjourned at 6:23 PM by Board President Alicia Beavers.

## Board of Education Special Meeting

Wednesday, December 13, 2023 4:00 PM

### 1. Call to Order

Meeting was called to order @ 4:00 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. Information Items

#### 5.1. Superintendent Interviews

The Board interviewed 2 Candidates for the Superintendent Position.

#### 5.2. Discussion of Interview Candidates

#### 5.3. Review Stakeholder Feedback

### 6. Executive Session.

The board of education will go into executive session to prevent the needless injury of the reputation of the individuals interviewing for superintendent and negotiations of superintendent's contract.

Motion to move into executive session @ 6:54 PM. 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

Motion to come out of Executive Session at 7:11 PM. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

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

### 7. Action Items

Motion to Move out of Executive Session at 7:11 PM. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

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

7.1. Select candidate and assign Board President to negotiate with said candidate.

Motion to Negotiate with Candidate A. This motion, made by Alicia Beavers and seconded by Hannah Hild, Passed.

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

7.2. Select a second candidate and assign the Board President to negotiate with a second candidate if necessary.

Motion to Select Second Candidate (G) to Negotiate with if necessary. This motion, made by Cole Brodine and seconded by JC Ourada, Passed.

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

Motion to go into Executive Session to discuss negotiations at 7:24 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. Next Regular Board Meeting

December 18, 5:30 PM

Motion to Come out of Executive Session at 8:02 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

9. Adjournment

Board President Alicia Beavers adjourned meeting at 8:41 PM.

## Board of Education Regular Meeting

Tuesday, December 12, 2023 4:00 PM

### 1. Call to Order

Meeting was called to order at 4:01 PM by Board President Alicia Beavers.

### 2. Flag Salute

All Present

### 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. Information Items

#### 5.1. Superintendent Interviews

Two Candidates were interviewed.

### 6. Executive Session.

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

Motion to move into executive session at 7:01 PM. 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

Motion to move out of executive session @ 7:15 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

### 7. Next Board Meeting

December 13, 4:00 PM

### 8. Adjournment

Board President Alicia Beavers Adjourned the meeting at 7:15 PM

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
19909	01/08/2024				ADAPTIVEM	ADAPTIVE MALL.COM, LLC	230.90
19910	01/08/2024				ALPHAREH	ALPHA REHABILITATION P.C.	1,813.16
19911	01/08/2024				BEACONO	BEACON OBSERVER	15.36
19912	01/08/2024				BLACKHILLS	BLACK HILLS ENERGY	2,114.90
19913	01/08/2024				EASYST	KAREN CHANDLER	3,100.36
19914	01/08/2024				CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS	3,518.88
19915	01/08/2024				USBANK	CORPORATE PAYMENT SYSTEMS	5,346.31
19916	01/08/2024				CULLIGAN	CULLIGAN OF KEARNEY	693.00
19917	01/08/2024				EAKESOFF	EAKES OFFICE PRODUCTS	3,187.96
19918	01/08/2024				ECOLAB	ECOLAB PEST ELIMINATION	76.69
19919	01/08/2024				ESU10	EDUCATIONAL SERVICE UNIT 10	1,439.44
19920	01/08/2024				FOSTERC	CURT FOSTER	100.00
19921	01/08/2024				FOSTFAM	FOSTER'S FAMILY FOODS	90.36
19922	01/08/2024				HOMETOWN	HOMETOWN LEASING	1,320.00
19923	01/08/2024				JONSREP	JON'S REPAIR	110.00
19924	01/08/2024				PEPPERJW	JW PEPPER	364.31
19925	01/08/2024				LONGK	KATHY LONG	180.00
19926	01/08/2024				LINWELD	MATHESON TRI GAS	279.52
19927	01/08/2024				MENARD430	MENARDS - KEARNEY	1,005.69
19928	01/08/2024				NPPD	NEBRASKA PUBLIC POWER DISTRICT	6,111.63
19929	01/08/2024				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
19930	01/08/2024		X	01/05/2024	ROCKS	ROCK SOLID RENTALS	2,200.00
19931	01/08/2024				SAHLING	SAHLING KENWORTH-KEARNEY	2,290.60
19932	01/08/2024				SPARQDATA	SPARQDATA SOLUTIONS	4,316.00
19933	01/08/2024				STATENE	STATE OF NEBRASKA	354.53
19934	01/08/2024				TEACHINGS	TEACHING STRATEGIES	632.50
19935	01/08/2024				TRUCKC	TRUCK CENTER COMPANIES	344.82
19936	01/08/2024				VILLAGEE	VILLAGE OF ELM CREEK	857.70
19937	01/08/2024				VILLAGEU	VILLAGE UNIFORM	206.60
19938	01/08/2024				WEXBANK	WEX BANK	1,254.36
19939	01/08/2024				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00
19940	01/08/2024				YANDAS	YANDA'S MUSIC	204.00
Check Type Total:		Check			Void Total:	2,200.00	Total without Voids: 41,739.58
Checking Account Total:		GENERAL			Void Total:	2,200.00	Total without Voids: 41,739.58
Grand Total:					Void Total:	2,200.00	Total without Voids: 41,739.58

**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>
10036	01/08/2024				BDCONST	BD CONSTRUCTION	112,943.86
10037	01/08/2024				CSI	CORNHUSKER STATE INDUSTRIES	4,648.00
10038	01/08/2024				WILKINSA	WILKINS ARCHITECTURE DESIGN	863.47
Check Type Total:			Check			Void Total: 0.00	Total without Voids: 118,455.33
Checking Account Total:			BUILDING			Void Total: 0.00	Total without Voids: 118,455.33
Grand Total:						Void Total: 0.00	Total without Voids: 118,455.33

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 8, 2024  
 DECEMBER 2023 FINANCIALS

**GENERAL FUND - ACCT NO. 137766**

BALANCE DECEMBER 1, 2023		\$	451,317.94
RECEIPTS	BUFFALO COUNTY - TAXES	\$	21,415.93
	Dawson County	\$	810.16
	PHELPS COUNTY	\$	9,524.67
	Preschool	\$	780.00
	SEDGWICK - BUILDING DAMAGE CLAIM	\$	21,681.25
	STATE OF NEBRASKA - AID	\$	78,808.00
	STATE - MAC	\$	973.63
	STATE OF NEBRASKA - SPED SA REIMB 22-23	\$	59,084.00
	STATE OF NEBRASKA - TITLE IV	\$	4,213.00
	TOTAL RECEIPTS	\$	197,290.64
AVAILABLE BALANCE		\$	648,608.58
DISBURSEMENTS:			
	BILLS PAID DECEMBER 18, 2023	\$	61,877.88
	Payroll	\$	356,996.94
	EFUND FEES	\$	18.08
	CLEVENGER PETROLEUM	\$	3,503.50
	HUSKERLAND HEARING (REPLACE CK 19822)	\$	450.00
	VOID CK. #19822 (LOST IN MAIL)	\$	(450.00)
	TOTAL DISBURSEMENTS	\$	422,396.40
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$</b>	<b>226,212.18</b>

**DEPRECIATION FUND - ACCT NO 14832**

ACCT 14832	BALANCE DECEMBER 1, 2023	\$	269,500.32
	INTEREST	\$	33.97
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$</b>	<b>269,534.29</b>
CD 31722	BALANCE DECEMBER 1, 2023	\$	513,790.96
	INTEREST	\$	-
	TRANSFER FROM GENERAL FUNDS	\$	-
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$</b>	<b>513,790.96</b>
	<b>DEPRECIATION BALANCE DECEMBER 31, 2023</b>	<b>\$</b>	<b>783,325.25</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR JANUARY 8, 2024  
DECEMBER 2023 FINANCIALS

<b><u>UNEMPLOYMENT CD #2232</u></b>	BALANCE DECEMBER 1, 2023	\$ 11,650.45
	INTEREST	\$ -
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 11,650.45</b>
<b><u>BUILDING FUND</u></b>	BALANCE DECEMBER 1, 2023	\$ 188,919.22
	BUFFALO COUNTY	\$ 503.96
	DAWSON COUNTY	\$ -
	RECEIPTS - PHELPS COUNTY	\$ 416.21
	INTEREST	\$ 287.82
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 190,127.21</b>
<b>BOND FUND OPENED 01/01/2023</b>	BALANCE DECEMBER 1, 2023	\$ 5,381.27
	RECEIPTS- BUFFALO	\$ 2,179.11
	RECEIPTS-DAWSON CO	\$ -
	PHELPS COUNTY	\$ 1,228.73
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 8,789.11</b>
<b>ELEM CONSTRUCTION (NLAF)</b>	BALANCE DECEMBER 1, 2023	\$ 1,186.30
	DIV REINVESTMENT	\$ 5.11
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 1,191.41</b>
<b>ELEM CONSTRUCTION (FIRSTIER)</b>	BALANCE DECEMBER 1, 2023	\$ 1,958,600.14
	INTEREST FOR DECEMBER 2023	\$ 4,714.82
	INTEREST TO SWEEP ACCOUNT-NOVEMBER	\$ (5,044.25)
	CSI INDUSTRIES	\$ (17,553.00)
	GSI ENGINEERING	\$ -
	WILKINS ARCHITECTURE DESIGN	\$ (1,594.09)
	BD CONSTRUCTION	\$ (466,427.85)
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 1,472,695.77</b>
<b>SWEEP SAVINGS ACCOUNT</b>	BALANCE DECEMBER 1, 2023	\$ 167,882.75
	EARNED INTEREST ON ACCOUNT	\$ 21.12
	INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$ 5,044.25
	<b>BALANCE DECEMBER 31, 2023</b>	<b>\$ 172,948.12</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 8, 2024  
 DECEMBER 2023 FINANCIALS

**LUNCH FUND**

BALANCE DECEMBER 1, 2023 \$ 34,241.37

RECEIPTS

LUNCH SALES	\$	5,991.20
EFUND PAYMENTS	\$	1,527.45
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
TRANSFER FROM GENERAL	\$	10,000.00
<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>17,518.65</b>
AVAILABLE BALANCE	\$	51,760.02

DISBURSEMENTS

FOOD/GROCERIES/MILK	\$	20,288.50
SUPPLIES	\$	465.75
EFUNDS BANK FEES	\$	12.29
DISHWASHER REPAIRS	\$	579.95
Payroll	\$	9,103.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>30,449.49</b>
<b>BALANCE DECEMBER 31, 2023</b>	<b>\$</b>	<b>21,310.53</b>

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JANUARY BILLS AS OF JANUARY 4, 2024

BERNARD	\$	-
CASHWA (NOV & DEC INVOICES)	\$	28,598.81
FOSTERS	\$	-
HILAND (MILK)	\$	3,171.11
JANUARY PAYROLL (ESTIMATE)	\$	8,500.00
US FOODS	\$	-
VILLAGE UNIFORM (TOWELS ETC)	\$	-
	<b>\$</b>	<b>40,269.92</b>

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ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JANUARY 8, 2024  
 DECEMBER 2023 FINANCIALS

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

	BALANCE DECEMBER 1, 2023		\$	79,064.15
RECEIPTS	ATHLETICS & ACTIVITIES	\$	17,917.64	
	CLUB & CLASS ACCOUNTS	\$	638.20	
	DISTRICT ACTIVITIES	\$	5,574.54	
	FFA DONATION (GREENHOUSE)	\$	5,396.98	
	COMMUNITY ELVES	\$	1,000.00	
	TOTAL RECEIPTS		\$	30,527.36
EXPENSES	ATHLETICS & ACTIVITIES	\$	19,553.82	
	CLUB & CLASS ACCOUNTS	\$	2,781.08	
	DISTRICT ACTIVITIES	\$	6,486.22	
	HUDL FEES	\$	13,700.00	
		\$	-	
	TOTAL EXPENSES		\$	42,521.12
	<b>BALANCE DECEMBER 31, 2023</b>		<b>\$</b>	<b>67,070.39</b>

## Cash Flow Report

School District #9

Page: 1

01/04/2024

Processing Month

12/2023

User ID: LKJ

FUND NI Account	BEGINNING CASH 09/01/2023	REVENUES	EXPENSES	ENDING CASH
01 GENERAL FUND	449,017.95	1,566,289.94	(1,789,095.71)	226,212.18
02 DEPRECIATION	269,466.36	67.93	-	269,534.29
02 DEPRECIATION CD	506,705.17	7,085.79	-	513,790.96
03 EMPLOYEE BENEFIT	11,489.78	160.67	-	11,650.45
05 ACTIVITY FUND	84,573.22	124,154.83	(141,657.66)	67,070.39
06 NUTRITION FUND	48,786.44	78,632.79	(106,108.70)	21,310.53
07 BOND FUND	456,197.39	245,742.87	(693,151.15)	8,789.11
08 BUILDING FUND	185,634.55	49,492.66	(45,000.00)	190,127.21
08 EL BLDG FUND-NLAF	1,171.44	19.97	-	1,191.41
08 EL BLDG FUND-FIRSTIER	2,960,133.93	22,017.66	(1,509,455.82)	1,472,695.77
08 EL SWEEP ACCT (INTEREST)	147,416.10	25,532.02	-	172,948.12
	5,120,592.33	2,119,197.13	(4,284,469.04)	2,955,320.42

ELM CREEK PUBLIC SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the Buffalo County School District 10-0009, a/lit, Elm Creek Public Schools, hereinafter referred to as "the Board," and Kim Beran, hereinafter referred to as "the Superintendent."

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 8<sup>th</sup> day of January, 2024, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1) **Term of Contract.** This Contract is for a term of two (2) years beginning on the 1st day of July 2024, and expiring on the 30th day of June 2026. References in this Contract to "contract year" shall mean the period of July 1 to June 30.

i) The Board shall, at or before its regular Board meeting in December of 2024 and each subsequent contract year, notify the Superintendent of the Board's offer of continued employment and of the terms of such continued employment. The Superintendent shall accept or deny such contract offer at or before the regular Board meeting in January.

2) **Salary.** The annual salary for the 2024-2025 contract year shall be **One Hundred Thirty-Six Thousand Dollars (\$136,000)**; and, the annual salary for the 2025-2026 contract year to include an increase of no less than 2.5% on the base salary as determined by the Board and Superintendent subject to the provisions of paragraph 2.c. below.

a) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District

b) In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

c) The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of two (2) years.

d) This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3) **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A) **Leave Benefits.** Paid leave is available to the Superintendent when the following specific conditions are met:

(a). The Superintendent is currently employed by the District; and, the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

(b) Vacation. The Superintendent shall be allowed sixteen (16) working days of vacation leave during each contract year. The superintendent may elect to use a vacation day or days anytime during the school year when school is not in session, all other vacation time is to be used during the summer.

Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year: Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. At the end of each contract year the superintendent will be reimbursed up to five (5) unused vacation days at the effective daily rate of pay in such contract year. Any unused or un-reimbursed vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be sixteen (16) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay. The Board retains the right to direct the Superintendent to take vacation days at the Board's discretion.

(c) Sick Leave. The superintendent shall be entitled to twelve (12) contract days of sick leave the first year of employment as of the first official day included in the initial contract of employment and twelve (12) contract days of each succeeding year accumulative to forty-five (45) days.

Carry-over and Accumulation of Sick Days. A maximum of forty-five (45) days of sick leave may be accumulated.

(d). Personal Days. The superintendent shall be entitled to four (4) days of personal leave. Personal days not used will be paid to the superintendent at the "substitute daily rate" in effect for each contract year. The reimbursement will be made in the final check of the contract year.

(e) Holidays. The following days shall be holiday days and not working days:

Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, day following Christmas, New Year's Day, one-half day on New Year's Eve, Good Friday, Memorial Day and July 4th. Provided that should an identified holiday fall on a weekend day, the Superintendent may elect to take either the first working day before or after the holiday as an off-duty day.

(f) Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the President of the Board of Education, or his or her designee.

B) **Health and Dental Insurance**. The District shall pay for and provide the Superintendent with Employee plus Spouse health and dental insurance with a \$1050 deductible.

C) **Long Term Disability**. The District shall pay for and provide the Superintendent with disability insurance consistent with that provided for other certificated employees for which the Superintendent is qualified under the District's disability insurance plan.

D) **Meetings and Dues**. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

E) **Transportation Expenses**. Any reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the state of Nebraska.

F) **Indemnification**. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.

G) **Moving Expenses**. The District will reimburse for one-time moving expenses up to a maximum of \$3000.

I) **Transitional Days**. The District will pay up to ten transitional days to be used before July 1, 2024, at a daily rate equal to the 2024-2025 contracted amount divided by 260 days or \$523.07

**H) Other Benefits.** The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4) Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5) Residency/Domicile in School District.** Within six (6) months of the Superintendent's first duty day under this contract, the Superintendent shall establish his or her domicile and principal residence within the district boundaries as they exist on such first day. The Superintendent shall maintain his or her domicile residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his or her domicile and principal place of residence in the district to encourage the Superintendent: (1) to be highly motivated and deeply committed to the district's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the district; (3) be involved in school and community activities bringing him or her in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which she is the educational leader.

**6) Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties

agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

7) **Evaluation of the Superintendent.** The Superintendent shall be evaluated each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation; which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

8) **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service to the date of such termination bears to the days of service remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owed to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent. The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while the Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9) **Representations and Legal Requirements.** The Superintendent affirms that:

(1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract (2) the required certificate to perform the assigned duties shall be registered as required by law it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

i) The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

ii) There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10) **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

11) **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

*The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before January 6, 2024 shall constitute a rejection by the Superintendent of the offer of employment.*

Executed this 8<sup>th</sup> day of January, 2024.

Kim Beran  
Superintendent

Executed this 8th day of January, 2024

Board of Education of Buffalo County School  
District 10-0009 a/k/a Elm Creek Public Schools

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

ELM CREEK PUBLIC SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the Buffalo County School District 10-0009, a/lit, Elm Creek Public Schools, hereinafter referred to as "the Board," and Kim Beran, hereinafter referred to as "the Superintendent."

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2) **Salary.** The annual salary for the 2024-2025 contract year shall be **One Hundred Thirty-Six Thousand Dollars (\$136,000)**; and, the annual salary for the 2025-2026 contract year to include an increase of no less than 2.5% on the base salary as determined by the Board and Superintendent subject to the provisions of paragraph 2.c. below.

a) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District

b) In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

c) The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of two (2) years.

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(a). The Superintendent is currently employed by the District; and, the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

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F) **Indemnification**. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.

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**6) Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties

agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

7) **Evaluation of the Superintendent.** The Superintendent shall be evaluated each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation; which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

8) **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service to the date of such termination bears to the days of service remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owed to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent. The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while the Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9) **Representations and Legal Requirements.** The Superintendent affirms that:

(1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract (2) the required certificate to perform the assigned duties shall be registered as required by law it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

i) The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

ii) There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10) **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

11) **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

*The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before January 6, 2024 shall constitute a rejection by the Superintendent of the offer of employment.*

Executed this 8<sup>th</sup> day of January, 2024.

Kim Beran  
Superintendent

Executed this 8th day of January, 2024

Board of Education of Buffalo County School  
District 10-0009 a/k/a Elm Creek Public Schools

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary