

Board of Education Regular Meeting

Monday, February 9, 2015 7:00 PM

1. Call to Order

2. Flag Salute

3. Open Meetings Act

4. Roll Call

5. Review of Agenda

Motion to approve the agenda as presented Passed with a motion by JC Ourada and a second by Jeff Meads.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

6. Citizen's Comments

7. Consent Agenda

Motion to approve the Consent Agenda as presented Passed with a motion by Lynette Mitchell and a second by Morgan Meier.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

7.1. Approval of Minutes of Previous Meeting(s)

7.2. Payment of Invoices (\$91,933.67)

7.3. Financial Reports

7.4. Amanda Lorenz Local Substitute Certificate

7.5. ESU 10 Contracts for 2015-16 School Year

7.6. Personnel Actions

7.6.1. Approve Hiring Recommendations

7.6.1.1. Lauren Ibach, Agricultural Education Teacher

7.6.1.2. Kayla Essink, Language Arts/ Social Science

8. Old Business

8.1. Superintendent Contract

I recommend the approval of the superintendent contract for the 2015-16 and 2016-17 school years, Passed with a motion by John Worthing and a second by JC Ourada.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

8.2. Review of the 9000 series Board Policies

8.3. Policy 5006 - Option Enrollment and Capacity Resolution

I recommend approval of Policy 5006 - Option Enrollment and Capacity Resolution Passed with a motion by Lynette Mitchell and a second by JC Ourada.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

8.4. BIST Program Overview

9. New Business

10. Reports

10.1. Curriculum, Technology and Finance Committee

10.2. Transportation Committee Report

10.3. Buildings and Ground Committee Report

10.4. Principal's Report

10.5. Superintendent Report

11. Executive Session

Motion to enter into Executive Session @ 7:52 PM Passed with a motion by Denise Ourada and a second by John Worthing.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

Motion to exit from Executive Session at 8:58 PM Passed with a motion by JC Ourada and a second by Morgan Meier.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

12. Next Regular Meeting, Monday, March 16, 2015

13. Adjournment

Motion to adjourn meeting at 8:59 PM Passed with a motion by Denise Ourada and a second by Jeff Meads.

Jeff Meads: Yea, Morgan Meier: Yea, Lynette Mitchell: Yea, Denise Ourada: Yea, JC Ourada: Yea, John Worthing: Yea

Board of Education Regular Meeting

January 12, 2015 5:40 PM

Elm Creek Public Schools Media Center /Board of Education meeting room

Attendance Taken at 5:53 PM:

Present Board Members:

Jeff Meads
Morgan Meier
Lynette Mitchell
Denise Ourada
JC Ourada
John Worthing

I. Call to Order

II. Flag Salute

III. Open Meetings Act

IV. Roll Call

V. Review of Agenda

Motion Passed: Motion to approve the agenda as presented passed with a motion by Lynette Mitchell and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

VI. Citizen's Comments

VII. Consent Agenda

Motion Passed: Motion to approve the Consent Agenda as presented passed with a motion by John Worthing and a second by Jeff Meads.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

VII.A. Approval of Minutes of Previous Meeting(s)

VII.B. Payment of Invoices for \$59,308.31

VII.C. Financial Reports

VIII. Old Business

VIII.A. Introduction to Business Project Presentation

Discussion:

Nate Bartling, Faith Gunderson, Brooke Clabaugh and Travis Hasbrouck presented

their "cereal marketing" project.

IX. Executive Session

Motion Passed: Motion to enter into Executive Session at 6:04 PM passed with a motion by Denise Ourada and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Motion Passed: Motion to exit into Executive Session at 6:57 PM passed with a motion by Denise Ourada and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

X. New Business

X.A. 2015-2016 School Calendar

Motion Passed: I recommend the approval of the 2015-2016 Elm Creek Public Schools' calendar with correct of typo error on the last day of school passed with a motion by JC Ourada and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

X.B. Hiring of teacher to implement Agriculture curriculum and FFA program.

Motion Passed: I recommend the hiring of a teacher to implement an Agricultural and FFA program passed with a motion by John Worthing and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	No
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

XI. Reports

XI.A. Curriculum, Technology and Finance

XI.B. Principal's Report

Discussion:

Mr. Sullivan has developed a MAP testing schedule and a NeSA writing schedule as the window opens up Jan. 19-Feb, 6. Also reported on the STUCO activities.

XI.C. Superintendent Report

XII. Next Regular Meeting, February 9, 2015 @ 7:00 PM

XIII. Adjournment

Motion Passed: Motion to adjourn meeting at 7:17 PM passed with a motion by Denise Ourada and a second by Jeff Meads.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Chairperson

Superintendent

Board of Education Regular Meeting

January 12, 2015 5:30 PM

Elm Creek Public Schools Media Center /Board of Education meeting room

Attendance Taken at 5:35 PM:

Present Board Members:

Jeff Meads
Morgan Meier
Lynette Mitchell
Denise Ourada
JC Ourada
John Worthing

I. CALL TO ORDER

II. OPEN MEETINGS ACT

III. ROLL CALL

IV. OATH OF OFFICE FOR MOST RECENTLY ELECTED BOARD MEMBERS

V. ELECTION OF OFFICERS OF THE BOARD

V.A. Election of President

Motion Passed: Nomination of Denise Ourada as president passed with a motion by John Worthing and a second by Lynette Mitchell.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Motion Passed: Cease nominations passed with a motion by JC Ourada and a second by Lynette Mitchell.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

V.B. Election of Vice-president

Motion Passed: Nomination of Morgan Meier passed with a motion by JC Ourada and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Motion Passed: Cease nominations passed with a motion by John Worthing and a second by Denise Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

V.C. Election of Secretary

Motion Passed: Nomination of Lynette Mitchell passed with a motion by Jeff Meads and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Motion Passed: Cease nomination passed with a motion by JC Ourada and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

V.D. Election of Treasurer

Motion Passed: Nomination of JC Ourada passed with a motion by John Worthing and a second by Denise Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

Motion Passed: Cease nominations passed with a motion by Morgan Meier and a second by Jeff Meads.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

VI. APPOINTMENTS, DESIGNATIONS, AND AUTHORIZATIONS FOR 2015

Motion Passed: Approve all appointments with the exception of 6E passed with a motion by John Worthing and a second by Denise Ourada.

Jeff Meads	Yes
Morgan Meier	Yes

Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

VI.A. Appoint Dean Tickle as district financial officer

VI.B. Authorize Dean Tickle to be the official district representative for all local, state, and federal programs.

VI.C. Appoint Dean Tickle and Jason Sullivan as federal program officers.

VI.D. Designate The Beacon Observer as the official district newspaper

VI.E. Designate First Tier Bank as depository of district funds.

Motion Passed: Motion to appoint First Tier Bank as official bank passed with a motion by John Worthing and a second by JC Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

VI.F. Designate Greg Perry and Perry, Guthery, Haase, and Gessford as legal counsel for the District.

VII. 2015 COMMITTEE APPOINTMENTS

VII.A. Building and Grounds

VII.B. Negotiations

VII.C. Transportation

VII.D. Finance and Curriculum/Technology

VII.E. Americanism

VIII. APPROVAL OF CURRENT BOARD POLICIES AND REGULATIONS

Motion Passed: Policy review to include three sections per year and then repeat. We will start with the 9000 in february and approve all current policies passed with a motion by Lynette Mitchell and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

IX. Annual Policy Review Schedule - one section per month, beginning with the month of February.

X. DISSEMINATION TO BOARD MEMBERS OF THE CONFLICT OF INTEREST STATUTES AND POLICIES.

XI. ADJOURNMENT

Motion Passed: adjournment at 5:53 PM passed with a motion by John Worthing and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes

JC Ourada
John Worthing

Yes
Yes

Chairperson

Superintendent

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR February 9, 2015

GENERAL FUND - ACCT NO. 137766 (Reconciled 2/5/15)

BANK BALANCE January 1, 2015	\$	177,412.06
January 2015 RECEIPTS		
BUFFALO COUNTY	\$	316,441.45
CHARTER	\$	368.70
DAWSON COUNTY	\$	20,098.59
ETS	\$	20.00
NASB	\$	3,271.85
NHHS	\$	289.99
PHELPS COUNTY	\$	255,268.49
STATE	\$	36,429.00
STATE - AID	\$	89,247.63
TOTAL RECEIPTS	\$	721,435.70
AVAILABLE BALANCE	\$	898,847.76
DISBURSEMENTS:		
Bills Paid January, 2015	\$	59,308.31
January PAYROLL	\$	264,361.83
TOTAL DISBURSEMENTS	\$	323,670.14
BOOK BALANCE February 1, 2015	\$	575,177.62
<u>DEPRECIATION FUND - ACCT NO 14832</u>		
BALANCE January 1, 2015	\$	21,175.74
INTEREST	\$	-
BOOK BALANCE February 1, 2015	\$	21,175.74
<u>CERTIFICATES OF DEPOSIT THRU January 31, 2015</u>		
#6692 Bus Depreciation	\$	11,500.00
#6233 Track Maintenance - Issued 8/31/09	\$	16,166.97
#6013 Track Maintenance	\$	54,847.77
#6235 Unknown Capital Outlays - Issued 8/31/09	\$	16,118.81
#2232 Unemployment	\$	10,698.02
#6466 Elm Creek Public Schools (FCCLA-ISSUED 6-21-11)	\$	5,085.45
#6482 Track Maintenance - Issued 8/31/2011	\$	10,134.82
CERTIFICATE TOTALS	\$	124,551.84

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR February 9, 2015

LEASE PURCHASE PROGRAM

Balance February 1, 2015	\$	-
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BUILDING FUND (RECONCILED 2/5/15):

Balance January 1, 2015	\$	69,313.87
INTEREST	\$	5.64
EXPENSES	\$	-
BUILDING FUND BOOK BALANCE February 1, 2015	\$	69,319.51

CONSTRUCTION FUND

Balance January 1, 2015	\$	-
RECEIPTS	\$	-
DISTRIBUTIONS	\$	-
CONSTRUCTION FUND BALANCE February 1, 2015	\$	-

BOND FUND (OPENED 11-12-09)

BALANCE January 1, 2015	\$	6,438.96
RECEIPTS	\$	-
DISBURSEMENTS	\$	-
February 1, 2015 BALANCE	\$	6,438.96

SAM ACCOUNT (REAP-1173)

BALANCE January 1, 2015	\$	10,193.40
DISBURSEMENTS	\$	-
February 1, 2015 BOOK BALANCE	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR February 9, 2015

LUNCH FUND (RECONCILED 2-6-15)

BANK BALANCE January 1, 2015	\$	32,705.78
<u>January RECEIPTS</u>		
LUNCH SALES	\$	6,231.65
FEDERAL REIMBURSEMENT - LUNCH	\$	3,872.92
FEDERAL REIMBURSEMENT - BREAKFAST	\$	-
STATE REIMBURSEMENT	\$	-
TRANSFERS FROM GENERAL ACCT	\$	-
TOTAL RECEIPTS	\$	10,104.57
AVAILABLE BALANCE	\$	42,810.35
<u>January DISBURSEMENTS</u>		
Payroll Transfer	\$	-
Returned Checks.	\$	-
General Expenses	\$	36.42
Food/Groceries/Milk Etc.	\$	4,493.28
TOTAL DISBURSEMENTS	\$	4,529.70
BANK BALANCE February 1, 2015	\$	38,280.65

February BILLS

CASH-WA	\$	5,683.34
DOUBLE D	\$	48.18
FOSTERS	\$	-
HEARTLAND REFRIGERATION	\$	-
HILAND DAIRY (FMLY ROBERT DAIRY)	\$	1,735.00
PAYROLL TRANSFER	\$	5,208.17
PRESCHOOL XFER FOR TUITION	\$	500.00
NE FOOD DISTR PROGRAM	\$	-
THOMPSON	\$	-
	\$	13,174.69

ACTIVITY FUND
TREASURER'S REPORT
FOR 2-9-15
RECONCILED 2-6-15

Account Description	Begin Dec	EXPENSES	INCOME	End Dec
ACCELERATED READER	\$ 3,196.67	\$ -	\$ 530.00	\$ 3,726.67
ALUMNI	\$ 54.28	\$ -	\$ -	\$ 54.28
ANNUAL	\$ (4,301.50)	\$ 2,400.00	\$ 80.00	\$ (6,621.50)
ATTEND/VAL SCHOL (tea conc)	\$ 2,805.65	\$ 300.00	\$ -	\$ 2,505.65
BAND	\$ (6,478.71)	\$ 145.00	\$ -	\$ (6,623.71)
BAND CLUB	\$ (70.25)	\$ -	\$ -	\$ (70.25)
BAND INSTR RENTAL	\$ 455.00	\$ -	\$ -	\$ 455.00
BBALL	\$ (2,626.43)	\$ 3,754.60	\$ 5,846.00	\$ (535.03)
BOARD SCHOLARSHIP FUND	\$ 252.54	\$ -	\$ -	\$ 252.54
BOYS BBALL CLUB	\$ 3,753.05	\$ 1,468.00	\$ 2,204.99	\$ 4,490.04
BUFFATEERS/STU COUNCIL	\$ 2,537.64	\$ 749.89	\$ 40.00	\$ 1,827.75
CHEER	\$ 1,271.67	\$ -	\$ 133.32	\$ 1,404.99
CHOIR	\$ (2,773.47)	\$ 172.24	\$ -	\$ (2,945.71)
CHOIR CLUB	\$ 1,055.05	\$ 600.00	\$ -	\$ 455.05
CLASS OF 2009	\$ (54.64)	\$ -	\$ -	\$ (54.64)
CLASS OF 2010	\$ 78.45	\$ -	\$ -	\$ 78.45
CLASS OF 2013	\$ 292.21	\$ -	\$ -	\$ 292.21
CLASS OF 2014	\$ 116.95	\$ -	\$ -	\$ 116.95
CLASS OF 2015	\$ 486.77	\$ -	\$ -	\$ 486.77
CLASS OF 2016	\$ 2,719.24	\$ -	\$ 556.43	\$ 3,275.67
CLASS OF 2017	\$ 1,576.61	\$ -	\$ -	\$ 1,576.61
CLASS OF 2018	\$ 5,117.81	\$ -	\$ -	\$ 5,117.81
CLASS OF 2019	\$ 4,779.61	\$ -	\$ -	\$ 4,779.61
CLASS OF 2020	\$ -	\$ -	\$ -	\$ -
CLASS OF 2021	0	\$ -	\$ 628.84	\$ 628.84
COMP PURCHASE	\$ 305.91	\$ 193.68	\$ -	\$ 112.23
CONCESSIONS	\$ (6,664.29)	\$ 8,792.62	\$ 7,983.63	\$ (7,473.28)
COURTESY COMMITTEE	\$ 599.22	\$ -	\$ -	\$ 599.22
CROSS COUNTRY	\$ (910.13)	\$ -	\$ -	\$ (910.13)
CROSS COUNTRY CLUB	\$ (0.28)	\$ -	\$ -	\$ (0.28)
DANCE CLUB	\$ (442.85)	\$ 33.50	\$ -	\$ (476.35)
DRAMA	\$ (272.99)	\$ -	\$ -	\$ (272.99)
ELEM PLAYGROUND	\$ 30,144.73	\$ -	\$ -	\$ 30,144.73
FBLA	\$ 22.39	\$ -	\$ -	\$ 22.39
FCCLA	\$ (2,476.34)	\$ 129.36	\$ -	\$ (2,605.70)
FCS - PATTERNS	\$ 153.94	\$ 48.18	\$ -	\$ 105.76
FINE ARTS	\$ 111.83	\$ -	\$ -	\$ 111.83
FOB CHECKOUT	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00
FOOTBALL	\$ (5,576.67)	\$ 36.30	\$ -	\$ (5,612.97)
PAGE 4 OF 5				

ACTIVITY FUND
TREASURER'S REPORT
FOR 2-9-15
RECONCILED 2-6-15

Account Description	Begin Dec	EXPENSES	INCOME	End Dec
FOOTBALL CLUB	\$ 7,439.63	\$ -	\$ 528.96	\$ 7,968.59
GENERAL DONATION FUND	\$ (103.04)	\$ 862.00	\$ 862.00	\$ (103.04)
GENERAL EXPENSES/INCOME (x)	\$ (36,549.58)	\$ 34,795.54	\$ 41,763.81	\$ (29,581.31)
GENERAL POSTAGE	\$ (226.66)	\$ 178.00	\$ 9.46	\$ (395.20)
GIRLS BBALL CLUB	\$ 6,305.27	\$ 4,414.00	\$ -	\$ 1,891.27
GOLF	\$ (1,074.85)	\$ -	\$ -	\$ (1,074.85)
GOLF CLUB	\$ 163.38	\$ -	\$ -	\$ 163.38
GYM RENT	\$ 5,101.50	\$ -	\$ -	\$ 5,101.50
IND TECH SPECIAL FUND	\$ 1,894.79	\$ -	\$ -	\$ 1,894.79
INSURANCE	\$ (7,414.43)	\$ 6,083.11	\$ 6,185.28	\$ (7,312.26)
IPAD INSURANCE	\$ 5,509.30	\$ -	\$ 189.50	\$ 5,698.80
IRS 125	\$ 612.22	\$ -	\$ 2,768.31	\$ 3,380.53
LASER	\$ 10.41	\$ -	\$ -	\$ 10.41
MISCELLANEOUS	\$ 6,506.66	\$ -	\$ 655.00	\$ 7,161.66
MOTOR CLUB	\$ 849.57	\$ -	\$ -	\$ 849.57
MUSIC TRIP	\$ 1,824.12	\$ -	\$ -	\$ 1,824.12
NHS	\$ 2,530.21	\$ 852.81	\$ 956.50	\$ 2,633.90
ONE ACT	\$ (418.17)	\$ -	\$ -	\$ (418.17)
PRES FREE SCHOL	\$ (371.36)	\$ -	\$ -	\$ (371.36)
PRESCHOOL	\$ 14,280.50	\$ 304.75	\$ 960.25	\$ 14,936.00
PROM	\$ 871.04	\$ -	\$ -	\$ 871.04
RETIREMENT	\$ 44.91	\$ -	\$ -	\$ 44.91
SCHOOL PLAY	\$ (46.12)	\$ -	\$ -	\$ (46.12)
SIGN ADVERTISING	\$ 9,610.58	\$ -	\$ -	\$ 9,610.58
SPECIAL ED	\$ 123.72	\$ 10.00	\$ 1,000.00	\$ 1,113.72
SRS GIFTS	\$ 191.61	\$ -	\$ -	\$ 191.61
SUPERMERCADO	\$ 176.68	\$ -	\$ -	\$ 176.68
SURPLUS PRO	\$ 93.00	\$ -	\$ -	\$ 93.00
TRACK	\$ (3,887.38)	\$ -	\$ -	\$ (3,887.38)
TRACK CLUB	\$ 1,012.51	\$ -	\$ -	\$ 1,012.51
VOLLEYBALL	\$ (9,407.24)	\$ -	\$ -	\$ (9,407.24)
VOLLEYBALL CLUB	\$ 3,890.28	\$ 792.00	\$ -	\$ 3,098.28
WRESTLING	\$ (10,874.56)	\$ 3,222.00	\$ 2,470.00	\$ (11,626.56)
WRESTLING CLUB	\$ 2,801.21	\$ 560.10	\$ 552.48	\$ 2,793.59
	\$ 32,958.38	\$ 70,897.68	\$ 76,904.76	\$ 38,965.46
PAGE 5 OF 5				

Check Register

Direct	Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
		Invoice	Invoice Date	PO Number	PO Date Description	
Checks Printed						
1 - GENERAL FUND						
Bank Account :A - General Fund						
		00013076	02/09/2015	AGDRYER	Ag Dryer Services	
		27276	01/16/2015		02/05/2015 SHOP	136.84
						<u>136.84</u>
					Check Total	136.84
		00013077	02/09/2015	AGRICOO	CHS AGRI SERVICE CENTER	
		013115	01/31/2015		02/05/2015 VEHICLE GAS/MAINT	2,732.03
						<u>2,732.03</u>
					Check Total	2,732.03
		00013078	02/09/2015	ALPHAREH	ALPHA REHABILITATION P.C.	
		3375	01/29/2015		02/05/2015 SPED SERVICES	421.47
						<u>421.47</u>
					Check Total	421.47
		00013079	02/09/2015	APPLEINC	APPLE INC	
		4325044201	01/15/2015		02/05/2015 IPAD MINIS	9,360.00
						<u>9,360.00</u>
					Check Total	9,360.00
		00013080	02/09/2015	BUILDERS	Builders Warehouse	
		8896434I	12/22/2014		02/06/2015 KINDERGARTEN	366.33
		8897119I	12/23/2014		02/06/2015 KINDERGARTEN	39.98
						<u>406.31</u>
					Check Total	406.31
		00013081	02/09/2015	CENTURY	CENTURYLINK	
		010715	01/07/2015		02/05/2015 PHONE	318.23
						<u>318.23</u>
					Check Total	318.23
		00013082	02/09/2015	COMFORTI	COMFORT INN & SUITES	
		23294018	11/21/2014		02/05/2015 BOARD	94.00
		23294050	11/21/2014		02/05/2015 BOARD	188.00
		23294457	11/21/2014		02/05/2015 BOARD	188.00
		23294519	11/21/2014		02/05/2015 BOARD	188.00
		23302305	11/21/2014		02/05/2015 BOARD	188.00
		23302549	11/21/2014		02/05/2015 BOARD	188.00
						<u>1,034.00</u>
					Check Total	1,034.00
		00013083	02/09/2015	COMPUTERH	Computer Hardware, Inc	
		103070	02/02/2015		02/05/2015 JUCE PEELS	2,312.00
						<u>2,312.00</u>
					Check Total	2,312.00
		00013084	02/09/2015	CYBERA	CYBER ACOUSTICS	
		IN221385	01/16/2015		02/05/2015 IPAD MINIS	675.00
						<u>675.00</u>
					Check Total	675.00
		00013085	02/09/2015	ECOL	ECOLAB PEST ELIMINATION	
		5239914	01/12/2015		02/05/2015	63.44
						<u>63.44</u>
					Check Total	63.44

Check Register

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
	00013086	02/09/2015	ELCHAMBE		ELM CREEK AREA CHAMBER	
	020515	02/05/2015		02/05/2015	DUES	40.00
					Check Total	40.00
	00013087	02/09/2015	ESU10		Educational Service Unit 10	
	012715A	01/27/2015		02/05/2015	SPED SERVICES	1,706.21
	012715B	01/27/2015		02/05/2015	PS SUPERVISION	332.94
	012715C	01/27/2015		02/05/2015	REPAIRS-iPADS	60.00
	012715D	01/27/2015		02/05/2015	VOC REHAB	1,181.64
	012715E	01/27/2015		02/05/2015	PT/OT	6,195.52
	012715F	01/27/2015		02/05/2015	ELEM SUPER	5,540.21
	012715G	01/27/2015		02/05/2015	SCHOOL AGE PSYCH	8,866.97
	012715H	01/27/2015		02/05/2015	SA AUDIOLOGY	313.75
					Check Total	24,197.24
	00013088	02/09/2015	FAIRPLAY		FAIR PLAY	
	126288	01/09/2015		02/05/2015	NEW SCOREBOARD	13,240.00
					Check Total	13,240.00
	00013089	02/09/2015	FAMILYR		FAMILY RESOURCES	
	1223	02/02/2015		02/05/2015	MAR-APR-MAY	375.00
					Check Total	375.00
	00013090	02/09/2015	FISHNETS		FISHNET SECURITY	
	I0100441	12/30/2014		02/05/2015	VIRUS PROTECTION	1,468.60
					Check Total	1,468.60
	00013091	02/09/2015	FOSTFAMI		Foster's Family Foods	
	CODE 14-013115	01/31/2015		02/05/2015	FCS & LF SKILLS	314.52
	CODE 54-013115	01/31/2015		02/05/2015	CLEANING SUPPLIES	23.09
					Check Total	337.61
	00013092	02/09/2015	GREATAMF		GREAT AMERICAN FINANCIAL SERVICES	
	16441665	01/21/2015		02/05/2015	COPIERS	1,365.45
					Check Total	1,365.45
	00013093	02/09/2015	HAPPP		HAPP PUBLISHING	
	123114	12/31/2014		02/05/2015	CLAIMS & MINUTES-DEC	97.97
					Check Total	97.97
	00013094	02/09/2015	HEARTLAN		HEARTLAND REFRIGERATION LLC	
	9356	01/12/2015		02/05/2015	ICE MAKER REPAIRS	891.72
					Check Total	891.72
	00013095	02/09/2015	HIRE		HIRERIGHT SOLUTIONS INC	
	P0419872	12/31/2014		02/05/2015	RANDOM DRUG CHECK	28.00
					Check Total	28.00
	00013096	02/09/2015	ISLANDSU		Island Supply Welding	

ALL Data

Check Register

Arranged by:
Check Number

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
	131269	01/31/2015		02/05/2015 CYLINDER RENT	60.76
				Check Total	60.76
00013097		02/09/2015	JOSTENS	Jostens	
	17130101	01/20/2015		02/05/2015 DIPLOMA	12.05
				Check Total	12.05
00013098		02/09/2015	K&K	K & K PARTS CO. INC.	
	E-224154	01/26/2015		02/05/2015 BATTERIES	65.55
				Check Total	65.55
00013099		02/09/2015	KEARNEYRE	KEARNEY RENTAL PROS	
	1464	01/22/2015		02/05/2015 ELECTRICITY	50.97
				Check Total	50.97
00013100		02/09/2015	LASERTEC	LASERTEC OF NEBRASKA	
	50117	01/29/2015		02/05/2015 OVERAGE	826.54
				Check Total	826.54
00013101		02/09/2015	LINWELD	MATHESON TRI GAS	
	10578829	01/13/2015		02/05/2015 RENTAL INVOICE	346.58
	50739923	01/31/2015		02/05/2015	103.60
				Check Total	450.18
00013102		02/09/2015	LOWEP	PEGGY LOWE	
	011315	01/13/2015		02/05/2015 REIMBURSEMENTS	89.95
				Check Total	89.95
00013103		02/09/2015	LUCASE	LUCAS ELECTRIC, INC	
	4107	01/14/2015		02/05/2015 SOUTH GYM ELEC	483.75
				Check Total	483.75
00013104		02/09/2015	M&J	M & J Signs	
	2537	01/28/2015		02/05/2015 SCOREBOARDS	875.00
				Check Total	875.00
00013105		02/09/2015	MENARD	MENARDS - KEARNEY	
	71497	01/08/2015		02/05/2015 STEEL, RED OAK	265.24
	72878	01/26/2015		02/05/2015 CLEAN SUPPLIES	73.87
				Check Total	339.11
00013106		02/09/2015	NASBALICAP	NASB ALICAP	
	083114	02/05/2015		02/05/2015 AUDIT WC PREMIUM	2,219.00
				Check Total	2,219.00
00013107		02/09/2015	NEPLASTICS	NEBRASKA PLASTICS INC	
	IN15014003	01/14/2015		02/05/2015 SOUTH GYM - PIPE	230.07
				Check Total	230.07

ALL Data

Check Register

Arranged by:
Check Number

Direct	Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
		Invoice	Invoice Date	PO Number	PO Date Description	
		00013108	02/09/2015	NEREAD	NEBRASKA STATE READING ASSOCIATION	
		5169	02/01/2015		02/05/2015 ANNUAL CONFERENCE	170.00
					Check Total	170.00
		00013109	02/09/2015	NMCEXCH	NMC EXCHANGE LLC	
		INV011497	12/15/2014		02/05/2015 BUS	105.00
		INV014156	01/15/2015		02/05/2015 BUS	105.00
		INV014263	01/15/2015		02/05/2015 BUS	268.92
		INV015614	01/15/2015		02/05/2015 BUS	486.01
		INV016127	01/15/2015		02/05/2015 BUS	625.63
		INV016229	12/15/2014		02/05/2015 BUS	305.56
					Check Total	1,896.12
		00013110	02/09/2015	NPPD	NEBRASKA PUBLIC POWER DISTRICT	
		211010056740-0	01/16/2015		02/05/2015 BUS BARN	28.28
		11615				
		211010056744-0	01/16/2015		02/05/2015 "BALLFIELD"	27.37
		11615				
		211010056748-0	01/16/2015		02/05/2015 230 EAST CALKINS	4,555.45
		11615				
					Check Total	4,611.10
		00013111	02/09/2015	PEPPERJW	JW PEPPER	
		03420256	01/13/2015		02/05/2015 BAND MUSIC	449.99
					Check Total	449.99
		00013112	02/09/2015	PERMA	PERMA-BOUND	
		1615710-00	01/08/2015		02/06/2015 BOOKS	1,071.28
		1615710-01	01/22/2015		02/06/2015 BOOKS	224.57
					Check Total	1,295.85
		00013113	02/09/2015	PERRY	Perry, Guthery, Haase & Gessford, PC, LLO	
		122314	12/23/2014		02/06/2015	448.50
					Check Total	448.50
		00013114	02/09/2015	QUILL	Quill	
		9285662	01/08/2015		02/05/2015 FLASH DRIVES	44.98
		9519032	01/14/2015		02/05/2015 GLUE STICK	17.09
		9526751	01/14/2015		02/05/2015 PENS	14.38
		9599874	01/15/2015		02/05/2015 PENS	13.49
		9804674	01/22/2015		02/05/2015 PENS, CALCULATOR	31.91
					Check Total	121.85
		00013115	02/09/2015	SERVICE	SERVICEMASTER OF MID NE	
		10761	01/31/2015		02/05/2015 HIGH SCHOOL	3,207.00
		10762	01/31/2015		02/05/2015 ELEM FACILITY	3,442.00
					Check Total	6,649.00
		00013116	02/09/2015	SOURCE	SOURCEGAS LLC	

ALL Data

Check Register

Arranged by:
Check Number

Direct	Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
		Invoice	Invoice Date	PO Number	PO Date Description	
		201358689322	01/23/2015		02/05/2015 230 EAST CALKINS	4,686.61
		201358689727	01/23/2015		02/05/2015 122 NORTH CHURCH	448.13
		201536649426	01/23/2015		02/05/2015 GYM-225 EAST BOYD	1,536.98
					Check Total	6,671.72
	00013117		02/09/2015	STATENE	STATE OF NEBRASKA	
	914195		01/01/2015		02/05/2015	236.79
					Check Total	236.79
	00013118		02/09/2015	THOMPSON	THE THOMPSON CO.	
	1542037		01/08/2015		02/05/2015 CAN LINERS, TISSUE	480.88
	1545063		01/15/2015		02/05/2015 CAN LINERS, SOAP	418.63
	1548213		01/22/2015		02/05/2015 LINERS, PPR TOWELS	143.82
	1551177		01/29/2015		02/05/2015 CAN LINERS, PAPER TOWELS	143.92
					Check Total	1,187.25
	00013119		02/09/2015	TREBRON	TREBRON COMPANY INC	
	65609		01/29/2015		02/05/2015 SOPHOS-VIRUS PROTECT	2,250.00
					Check Total	2,250.00
	00013120		02/09/2015	VERIZON	VERIZON WIRELESS	
	9738369218		02/01/2015		02/05/2015 CELL PHONE	6.53
					Check Total	6.53
	00013121		02/09/2015	VILLAGEE	Village Of Elm Creek	
	013115		01/31/2015		02/05/2015	595.00
					Check Total	595.00
	00013122		02/09/2015	WILKE	WILKE'S TRUE VALUE	
	A227332		01/26/2015		02/05/2015 FLUO BULBS	115.13
					Check Total	115.13
	00013123		02/09/2015	WOODWARDS	WOODWARDS DISPOSAL SERVICE	
	012615		01/26/2015		02/05/2015 DOCUMENT DESTRUCTION	25.00
					Check Total	25.00
					1 - GENERAL FUND Totals:	91,933.67
					Total of Checks Printed:	91,933.67
					Report Total:	91,933.67

CHECK REGISTER FOR ACTIVITY ACCOUNT: JANUARY 2015

Check Number	Date	Paid To	Description	Amount
Bank ID: C	Activity Fund			
11568	1/6/2015	BLUE CROSS BLUE SHIELD OF NE	RET EE PREMIUMS	\$ 360.17
11569	1/6/2015	Cash Wa Distributing	FOOD	\$ 2,980.82
11570	1/6/2015	CHESTERMAN CO.	POP	\$ 85.40
11571	1/6/2015	CHI HEALTH SAINT ELIZABETH	JH CONCUSSION TESTS	\$ 115.00
11572	1/6/2015	GRAPHIC EDGE	APPAREL	\$ 1,468.00
11573	1/6/2015	Jostens	YRBOOK DEP PAYMENT	\$ 2,400.00
11574	1/6/2015	KEARNEY HIGH SCHOOL	UNDERCLASS HONOR BAND	\$ 100.00
11575	1/6/2015	KEARNEY MIDDLE SCHOOL	MDL SCHOOL HONOR BAND	\$ 45.00
11576	1/6/2015	KENNEDY INDUSTRIES, INC	SOLE MAT ETC	\$ 448.00
11577	1/6/2015	AARON KLINGELHOEFER	HYDRATION TESTS	\$ 49.00
11578	1/6/2015	PLEASANTON PUBLIC SCHOOLS	ENTRY FEES	\$ 75.00
11579	1/6/2015	WAL-MART	FOOD & SUPPLIES	\$ 91.32
11580	1/7/2015	KEN RYERSON	DVDs FOR CLASS	\$ 27.00
11581	1/9/2015	LEXINGTON PUBLIC SCHOOLS	SPEECH MEET	\$ 35.00
11582	1/9/2015	BURWELL HIGH SCHOOL	ENTRY FEE	\$ 90.00
11583	1/9/2015	Ne. Dept. Of Motor Vehicles	BACKGROUND CHECKS	\$ 129.00
11584	1/9/2015	Firstier Bank	CASH/CHANGE	\$ 1,073.00
11585	1/9/2015	BARRY BALLOU	WIL-HIL OFFICIALS	\$ 325.00
11586	1/9/2015	MITCH MUMA	JV OFFICIAL	\$ 120.00
11587	1/9/2015	JAYCE DUELAND	JV OFFICIAL	\$ 120.00
11588	1/9/2015	Postmaster	POSTAGE	\$ 5.05
11589	1/9/2015	LITTLE CAESER'S	1-10 CONCESSIONS	\$ 125.00
11591	1/13/2015	MIDWEST DESTROYERS WRESTLING	WRESTLING CLOCK RENTAL	\$ 300.00
11592	1/14/2015	Foster's Family Foods	SPAGHETTI FEED	\$ 42.73
11593	1/14/2015	Foster's Family Foods	FOOD/ ICE	\$ 169.46
11594	1/14/2015	Postmaster	POSTAGE	\$ 25.95
11595	1/15/2015	ARES SPORTSWEAR	WRESTLING	\$ 560.10
11596	1/15/2015	FAN CLOTH PRODUCTS LLC	SHIRTS ETC	\$ 4,414.00
11597	1/15/2015	LENOVO FINANCIAL SERVICES	COMPUTER PURCHASE	\$ 193.68
11598	1/15/2015	Firstier Bank	CASH/CHANGE	\$ 1,043.00
11599	1/15/2015	JIM LANGIN	VARSITY - AXTELL	\$ 315.00
11600	1/15/2015	MITCH MUMA	JV OFFICIAL	\$ 120.00
11601	1/15/2015	JAYCE DUELAND	JV OFFICIAL	\$ 120.00
11602	1/15/2015	CHESTERMAN CO.	POP	\$ 2,327.86
11603	1/15/2015	BUSINESS CARD	SUPPLIES	\$ 318.80
11604	1/15/2015	Cash Wa Distributing	SPAGHETTI	\$ 135.16
11605	1/15/2015	LITTLE CAESER'S	1-15-15 GAME	\$ 125.00
11606	1/15/2015	LITTLE CAESER'S	1-16-15 WRESTLING MEET	\$ 155.00

CHECK REGISTER FOR ACTIVITY ACCOUNT: JANUARY 2015

Check Number	Date	Paid To	Description	Amount
Bank ID: C	Activity Fund			
11607	1/16/2015	Firstier Bank	CASH/CHANGE	\$ 1,620.00
11608	1/16/2015	ADAM CLARK	OFFICIAL	\$ 240.00
11609	1/16/2015	CHRIS TRAMPE	OFFICIAL	\$ 240.00
11610	1/16/2015	KENT BRILL	OFFICIAL	\$ 240.00
11611	1/16/2015	TERRY PFEIFFER	OFFICIAL	\$ 240.00
11612	1/20/2015	UNIVERSITY OF NEBRASKA KEARNEY	MEALS-DISTRICTS	\$ 78.36
11613	1/20/2015	FCCLA	DISTRICTS	\$ 51.00
11614	1/21/2015	MOONLIGHT EMBROIDERY	PINK OUT	\$ 792.00
11615	1/21/2015	TRACK WRESTLING	INVITE	\$ 85.00
11616	1/21/2015	Lunch Fund	TRANSFERS	\$ 304.75
11617	1/21/2015	BLUE CROSS BLUE SHIELD OF NE	BD MEMBER PREMIUMS	\$ 5,722.94
11618	1/21/2015	JONATHAN BOUC	CIRCLE OF FRIENDS	\$ 10.00
11619	1/21/2015	CARLA FRUHLING	KITCHEN HELP	\$ 91.44
11620	1/22/2015	SHELBI BROWN	SCHOLARSHIP	\$ 300.00
11621	1/22/2015	SAYLER SCREENPRINTING	SHIRTS	\$ 147.00
11622	1/22/2015	COMPLETE MUSIC	DANCE	\$ 425.00
11623	1/22/2015	Broken Bow Schools	SPEECH MEET	\$ 28.00
11624	1/22/2015	WAL-MART	ART SUPPLIES	\$ 39.42
11625	1/22/2015	UNIVERSITY OF NEBRASKA KEARNEY	HONOR CLINIC	\$ 150.00
11626	1/22/2015	AXTELL SCHOOLS	DISTRICT MEDALS	\$ 15.40
11627	1/26/2015	Firstier Bank	CASH/CHANGE	\$ 1,049.00
11628	1/26/2015	ROBIN HINRICHS	RAVENNA OFFICIALS	\$ 325.00
11629	1/26/2015	MITCH MUMA	JV OFFICIAL	\$ 120.00
11630	1/26/2015	JAYCE DUELAND	JV OFFICIAL	\$ 120.00
11631	1/26/2015	AMERICAN HEART ASSOCIATION	HOOPS FOR HEARTS	\$ 862.00
11632	1/26/2015	Fillmore Central Public	ENTRY FEES	\$ 125.00
11633	1/26/2015	Firstier Bank	GATE FOR WORKERS	\$ 60.00
11634	1/26/2015	MULLEN HIGH SCHOOL	ENTRY FEE	\$ 80.00
11635	1/27/2015	Postmaster	POSTAGE	\$ 147.00
11636	1/27/2015	THE ARC OF BUFFALO COUNTY	HONEY SUNDAY	\$ 444.00
11637	1/27/2015	LITTLE CAESER'S	1-27-15 GAME	\$ 125.00
11638	1/28/2015	AXTELL SCHOOLS	DIST PLAY PRODUCTION	\$ 99.46
11639	1/28/2015	NEBRASKA PUBLIC EMPLOYEES RETI	JANUARY REPORT	\$ 34,021.52
11640	1/29/2015	LION'S CLUB	HOLIDAY BBALL TOURN	\$ 1,252.89
11641	1/29/2015	BUFFALO COUNTY TREASURER	TRAILER TITLE	\$ 14.00
11642	1/30/2015	TOMMY AUGUSTINE	CHOREOGRAPHY	\$ 600.00



Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

www.elmcreekschools.org

February 9, 2015

Teacher Certification Office
Po Box 94987
Lincoln, NE 68509-4987
Fax: 402-742-2359

To Whom It May Concern:

The use of a local substitute teaching certificate has been approved by the Board of Education of the Elm Creek Public Schools. I request that you approve a local substitute teaching certificate:

Amanda Lorenz

56 Villa Dr Apt #212

Kearney, NE 68845

Social Security # _____ - _____ - _____

Sincerely,

Dean Tickle, Superintendent

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR SCHOOL AGE AND BELOW AGE FIVE
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2015, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," and Elm Creek Public School, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its school age students with disabilities, below age five children with disabilities during the school year 2015-16, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

- 1, A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2014-2015 and anticipated in 2015-2016 unless district notifies servicing agency otherwise,
- 2, It is agreed that the District shall pay the Servicing Agency for said special education or related services in accordance with the rate schedule. This schedule shall be in full force and effect during the school year of 2015-2016, commencing not earlier than August 15, 2015, and ending not later than August 20, 2016. The total dollar amount of this contract will be submitted to the district on or before July 1, 2015 or as soon as the budgets are set for the Servicing Agency,
- 3, The District agrees that pending the reconciliation of costs for the actual services rendered, the amount payable for those special education services to be delivered by the Servicing Agency, shall be paid in full. All programs and services will be billed based on the actual services delivered,
4. The District agrees that the amount payable for special education services the first month of the school year will be 1/10 of the budgeted cost with payment due on or before October 17, 2015,
- 5, The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to make any adjustments caused by prior overpayment or underpayment,
- 6, The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of special education services rendered and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and by reference made a part thereof.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract,
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service, In the event of such Cancellation, the Servicing Agency may recover any past due amounts.
10. The Servicing Agency shall record and supply to the District information on each child for whom services are contracted, The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress,

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures required by NDE Rule 51.

12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rule 51, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, the Federal Regulations of IDEA 2006.

13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.

14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided. In which instance, schools will be notified no later than September 1, 2015.

15. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.

16. The District herewith agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, to eliminate any program or service being provided pursuant to this contract, it shall be the duty of the District to notify the administrator in writing of such requested change on or before March 1 next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.

17. The District herewith agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.

18. This contract may be renegotiated by mutual agreement.

ACCEPTED FOR Elm Creek; SCHOOL AS DISTRICT

THIS 9th DAY OF February 2015.

BY _____
President or Secretary of Board

ACCEPTED FOR EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY

THIS _____ DAY OF _____ 2015.

BY _____
Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2015-2016
Agency Code--950010

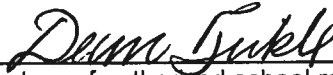
District Name: Elm Creek Public Schools

Contracted Reimbursable Services

	Service Code	2014-15 FTE	2015-16 FTE
Speech Teacher School Age	4001		
Speech Teacher Preschool		0.200	0.200
Deaf Education Services	4002	0.010	0.010
SpEd Supervision Preschool	0001	0.050	0.050
Vision Services	4002		

Nonreimbursable Cooperative Services

	2014-15 Percent Per District	2015-16 Percent Per District
SpEd Supervision School Age	0.057	0.057
D/E Audiology	0.011	0.011
D/E Psychology	0.065	0.065
Occupational Therapy	0.060	0.060
Physical Therapy	0.070	0.070
Vision		
Vocational	0.041	0.041



signature of authorized school representative

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Special Education Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u>	Date: <u>1/15/15</u>
Administrative Agency	

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u>	Date: <u>2/4/2015</u>
Cooperative Program Participant Representative	

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u> Administrative Agency	Date: <u>1/15/15</u>

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u> Cooperative Program Participant Representative	Date: <u>2/4/2015</u>

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Psychology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u> Date: <u>1/15/15</u> Administrative Agency	

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u> Date: <u>2/4/2015</u> Cooperative Program Participant Representative	

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Occupational Therapy Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u>	Date: <u>1/15/15</u>
Administrative Agency	

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u>	Date: <u>2/4/2015</u>
Cooperative Program Participant Representative	

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Physical Therapy Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u> Administrative Agency	Date: <u>1/15/15</u>

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u> Cooperative Program Participant Representative	Date: <u>2/4/2015</u>

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2015-2016

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY: Educational Service Unit 10	SCHOOL DISTRICT OR ESU NUMBER: 950010
Address: P.O. Box 850 Kearney, NE 68848	
Phone: 308-237-5927	
Name/Title of Administrative Agency Representative: Dr. Wayne A. Bell, Administrator	
Name/Title of Contact Person (if different than Administrative Agency Representative): John Street, Special Education Director	
Address: same	
Phone: same	
Signature: <u>Wayne A. Bell</u> Administrative Agency	Date: <u>1/15/15</u>

PART VI:

Cooperative Program Participant: Elm Creek Public Schools	School District or ESU Number: 10-0009
Address: PO Box 490, Elm Creek NE 68836	
Phone: 308-856-4300	
Name/Title of Cooperative Program Participant Representative: Dean Tickle, Superintendent	
Name/Title of Contact Person (if different than Cooperative Program Participant Representative):	
Address:	
Phone:	
Signature: <u>Dean Tickle</u> Cooperative Program Participant Representative	Date: <u>2/4/2015</u>



Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

www.elmcreekschools.org

February 9, 2015

Dear Elm Creek Board of Education,

I would like to recommend the hire of Lauren Ibach as a teacher for the Elm Creek Public Schools. Lauren is a native of Sumner and graduated from SEM. She will graduate from UNL in May and is completing her student teaching at Norris Public Schools. She will be teaching Agricultural education and sponsoring FFA at ECHS.

Lauren will be an outstanding addition to our school system and community. Thank you for your consideration.

Sincerely,

Jason Sullivan, Principal



Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

www.elmcreekschools.org

February 9, 2015

Dear Elm Creek Board of Education,

I would like to recommend the hire of Kayla Essink as a teacher for the Elm Creek Public Schools. Kayla is a native of Clay Center and graduated from UNK in December 2014. She completed her student teaching at Gibbon Public Schools, where she is currently working as a long term substitute teacher. She will be teaching Language Arts and Social Science at ECHS.

Kayla will be an outstanding addition to our school system and community. Thank you for your consideration.

Sincerely,

Jason Sullivan, Principal

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 Dean Tickle, 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 17th day of April, 2012, 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 2015, and expiring on the 30th day of June 2017. 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 2015 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 2015-2016 contract year shall be **ONE HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$121,000.00)**; and, the annual salary for the **2016-2017** contract year shall be 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 three (3) 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:

1. The Superintendent is currently employed by the District and 2. the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

(a) Vacation. The Superintendent shall be allowed fifteen (15) 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.

(b) 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 fifteen (15) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay.

2. **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.

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

3. **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 as set forth in Board of Education policy as follows: The base salary for certificated teachers for such contract year divided by 184 contract days times .62 equals the substitute daily rate. The reimbursement will be made in the final check of the contract year.

4. **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 Years Day, one-half day on New Year's Eve, Good Friday, Memorial Day and July 4°. 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.

5. **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 health and dental insurance for which the Superintendent is qualified under the District's group insurance plan on the same terms as that which is provided to certificated employees in accordance with the negotiated agreement between the District teacher's association.
 - 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 annually by the Board for District travel.
 - 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. 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.** Superintendent shall maintain permanent residence in the District and shall make the Superintendent's primary place of residence. Superintendent shall have up to twelve (12) months from date of this contract to establish primary residency in the District.
- 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.

- i) 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 plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 March 9, 2015 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 9th day of February, 2015.

Dean Tickle, Superintendent

Executed this 9th day of February, 2015.

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

By: _____
President

Attest: _____
Secretary

Superintendent Pay Transparency Notice—Proposed Contract *(Name of current or new superintendent)*

Notice is hereby given that Elm Creek Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on January 12, 2015 at 5:40 p.m. at the Board Meeting Room in Elm Creek High School, Elm Creek, Nebraska.

After Year 1 of Contract, how many years remain on the contract:
 (Column F must be completed if additional years remain on contract.)

1

Superintendent Contract covers the following year(s): 2014-2015, 2015-2016

	Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 118,000.00	\$ 121,000.00	\$ 239,000.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 13,264.00	\$ 14,344.00	\$ 27,608.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district</i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 20,619.00	\$ 21,116.00	\$ 41,735.00
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 771.00	\$ 771.00	\$ 1,542.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 152,654.00	\$ 157,231.00	\$ 309,885.00

TABLE OF CONTENTS

POLICY

- A. Board Authority
 - 1. General Statement.....9000
 - 2. Limits of Authority9010

- B. Board Members
 - 1. Legal Description.....9100
 - 2. Number of Members, Terms of Office9110
 - 3. Officers9120
 - a. President.....9121
 - b. Vice-President.....9122
 - c. Treasurer9123
 - d. Secretary9124
 - e. Attorney.....9125
 - f. Auditor.....9126
 - g. Individual Members9127
 - h. Removal From Office9140

- C. Bylaws, Policies and Regulations
 - 1. Formulation, Adoption, Amendment of Policies.....9200
 - 2. Adoption and Amendment of Bylaws.....9210
 - 3. Approval and Amendment of Administrative Regulations9220

- D. Meetings
 - 1. Regular Meetings9300
 - 2. Special Meetings9301
 - 3. Advance Delivery of Meeting Materials.....9310
 - 4. Order of Business.....9320
 - 5. Parliamentary Procedure9330
 - 6. Minutes9340
 - 7. Voting9341
 - 8. Methods of Operation/Quorum.....9350
 - 9. Board/School District Records9360
 - 10. Open Sessions9370(a)
 - 11. Closed Sessions.....9370(b)

Bylaws of the Board - Board Authority

General Statement

Bylaws are rules or procedures adopted by the board to govern its internal operations. The use of such guidelines or bylaws helps the board to comply with the responsibility and duties delegated to it by law and by the local electorate, in an efficient and effective manner.

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Authority

Limits of Authority

The Board of Education is the unit of authority. Apart from the normal function as part of the unit, a board member has no individual authority. Individually, the board member may not commit the district to any policy, act or expenditure.

No individual member of the board shall exercise any administrative responsibility with respect to the schools.

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Legal Description

The corporate name of this school district shall be:

Buffalo County School District 10-0009, and shall also be known as the Elm
Creek Public Schools.

Legal Reference: Neb. Rev. Stat. § 79-405

Date of Adoption: April 8, 2013

Bylaws of the Board - Board MembersNumber of Members, Terms of Office

The Board of Education shall consist of six (6) members elected at large by the qualified voters of the school district in a manner prescribed by law under the provisions pertaining to a Class III school district in the statutes of the State of Nebraska.

The terms of office for board members shall be four (4) years and will begin on the **first Thursday** after the **first Tuesday** in January.

Legal Reference: Neb. Rev. Stat. § 79-549
 Neb. Rev. Stat. § 79-550
 Neb. Rev. Stat. § 32-543

Date of Adoption: April 8, 2013

Bylaws of the Board - Board MembersOfficers

1. Members of the school board will elect from among its members a president and vice president.
2. There will also be an elected or appointed secretary who does not need to be a member of the school board.
3. These officers shall be elected at the board's organizational meeting in January of each year.
4. The Board of Education may employ a treasurer for the district at the January meeting who shall be paid a salary from school district funds within the limits permitted by law, in amounts to be fixed by the Board. A treasurer so employed shall not be a member of the Board. A board member serving as treasurer shall not be compensated.

Legal Reference: Neb. Rev. Stat. § 79-520
 Neb. Rev. Stat. § 79-590

Date of Adoption: April 8, 2013

Bylaws of the Board - Board MembersPresident

1. The duties of the board president shall be to:
 - a. Preside at all meetings of the school board in accordance with Robert's Rules of Order.
 - b. Countersign all orders upon the school treasury for funds to be disbursed by the district.
 - c. Countersign all warrants of the secretary of the county treasurer.
 - d. Administer the oath to the secretary and treasurer when so required by law.
 - e. Other duties as the law may require.
2. The president has the right to vote on any issue that may come before the school board.
3. The president has the additional duty to maintain order at public meetings of the school board.
4. The president must appear for and on behalf of the district in all suits brought by or against the district.
5. The president shall appoint or provide for the election of all committees of the board, unless otherwise directed by the board. The president shall be kept apprised of the workings of all such committees.
6. The president may call special meetings of the board.
7. The president shall call special meetings of the board when requested by two (2) or more board members.

Legal Reference: Neb. Rev. Stat. § 79-569
 Neb. Rev. Stat. § 79-570
 Neb. Rev. Stat. § 79-572

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Vice-President

The vice president shall perform the duties of the president in case of absence of the president. In the case of the absence of both the president and vice-president, the remaining members shall select a president pro tem to preside at the meeting.

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Treasurer

The treasurer shall be custodian of all money belonging to the school district, and shall perform duties required by law or by the board.

Legal Reference: Neb. Rev. Stat. § 79-586
 Neb. Rev. Stat. § 79-587
 Neb. Rev. Stat. § 79-588
 Neb. Rev. Stat. § 79-590

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Secretary

The secretary shall perform duties required by law and such duties as the Board and Superintendent may request.

Legal Reference: Neb. Rev. Stat. § 79-576
 Neb. Rev. Stat. § 79-577
 Neb. Rev. Stat. § 79-578
 Neb. Rev. Stat. § 79-524

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Attorney

The board may, at its discretion, appoint an attorney to perform desired legal services. The attorney shall serve at the board's pleasure and be compensated at a mutually agreeable rate.

Legal Reference: Neb. Rev. Stat. § 79-513

Date of Adoption: April 8, 2013

Bylaws of the Board - Board MembersAuditor

The board will have an annual independent audit of the finances of the district. The board will contract only with state approved auditors and their analysis and report will be in keeping with state approved or accepted standards. This annual audit will be completed by November 5 of each year.

Legal Reference: Neb. Rev. Stat. § 79-1089
NDE Rule 1.3.05

Date of Adoption: April 8, 2013

Bylaws of the Board - Board MembersIndividual Members

It is understood that the members of the Board have authority only when acting as a Board legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board members, except when such statement or action is in pursuance of specific, formal instructions from the Board.

Date of Adoption: April 8, 2013

Bylaws of the Board - Board Members

Removal From Office

Any member elected or appointed to an officer position on the Board of Education may be removed from the officer position by a two-thirds ($2/3$ rds) vote of the membership of the Board.

Date of Adoption: April 8, 2013

Bylaws of the Board - Bylaws, Policies and RegulationsFormulation, Adoption, Amendment of Policies

Policy proposals and suggested amendments to or revisions of existing policies shall normally be submitted to all members of the Board of Education by the Superintendent in writing prior to a regularly scheduled Board of Education meeting in which such proposed policies, amendments, or revisions thereof shall be read and discussed.

Policies will be adopted or amended after consideration at two (2) meetings of the Board of Education. The agenda and minutes shall be marked to indicate policy matters.

The formal adoption of policies shall be by majority vote of all members of the Board of Education and the actions shall be recorded in the minutes of the Board of Education. Only those written statements so adopted and so recorded shall be regarded as official policy.

Policies shall be reviewed at least every three (3) years or at such other periodic time periods as may be required by law.

Reference: Robert's Rules of Order

Date of Adoption: April 8, 2013

Bylaws of the Board - Bylaws, Policies and RegulationsAdoption and Amendment of Bylaws

Proposed new 8000 and 9000 policy series and suggested amendments to or revisions of existing 8000 and 9000 policies may be adopted by a majority vote of ALL members of the Board during the second of two (2) regularly scheduled meetings of the Board not less than four (4) weeks apart in the calls for which meeting the proposed additions, amendments or revisions shall have been described in writing.

Legal Reference: Neb. Rev. Stat. § 79-526
Reference: Robert's Rules of Order

Date of Adoption: April 8, 2013

Bylaws of the Board - Bylaws, Policies and RegulationsApproval and Amendment of Administrative Regulations

The Board does not adopt administrative regulations unless specifically required to do so by law, or unless requested to do so by the Superintendent, or as required by negotiated agreements with employee organizations, in which case, any such regulation shall become a part of any such agreement and shall be subject to amendment as provided in any such agreement. Adoption and amendment of such Board adopted regulations shall be by the same procedure as that specified for policies at 9200.

The Board reserves the right to review and demand revisions of administrative regulations should they, in the Board's judgment, be inconsistent with the policies adopted by the Board.

Legal Reference: Neb. Rev. Stat. § 79-526

Date of Adoption: April 8, 2013

Bylaws of the Board - Meetings

Regular Meetings

The Board shall meet in regular session on the second Monday of each calendar month, unless otherwise designated by the president with the approval of the Board.

All meetings shall be held in the boardroom at the Elm Creek Public Schools unless otherwise designated by the president with the approval of the Board.

In each odd-numbered year, the January meeting will be held on or after the first Thursday after the first Tuesday.

Legal Reference: Neb. Rev. Stat. § 79-554
 Neb. Rev. Stat. § 79-555
 Neb. Rev. Stat. § 84-1401

Date of Adoption: April 8, 2013

Bylaws of the Board - Meetings

Special Meetings

A special meeting of the Board may be called by the president when in the president's opinion it is necessary, or upon recommendation of the Superintendent of Schools, or any two (2) Board members.

No business shall be transacted at any special meeting which does not come within the purpose or purposes set forth in the call for the meeting unless it is of an emergency nature.

All meetings shall be held in the Elm Creek Public Schools unless otherwise designated by the president with the approval of the Board.

Special Board sessions may be adjourned to a definite date and time.

Legal Reference: Neb. Rev. Stat. § 79-554
 Neb. Rev. Stat. § 79-520
 Neb. Rev. Stat. § 79-555
 Neb. Rev. Stat. § 84-1401

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsAdvance Delivery of Meeting Materials

The Board shall require the Superintendent to prepare an agenda which, with the minutes, shall be mailed or delivered to the Board members on Friday or prior to each regular monthly Board meeting.

Items not placed on the regular agenda may be shelved until the regular meeting on the following month to provide the Board adequate time to research the item in question. Citizens may have an item placed on the agenda by permission of the President of the Board or the Superintendent of Schools.

Legal Reference: Neb. Rev. Stat. § 79-520

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsOrder of Business

The following shall be the order of business for the regular meetings. The order of business may be changed when the Board President or Superintendent establish the Agenda and also by consent of the Board.

1. Call to Order and Roll Call
2. Public Forum
3. Consent Agenda--Approve
 - a. Minutes of prior meeting(s)
 - b. Treasurer's report receipts
 - c. Expenditures and claims for payment
4. Action Items
5. Reports
 - a. Board committees
 - b. Secondary Principal
 - c. Superintendent
 - d. Other
6. Discuss Items
7. Time/Date next meeting
8. Adjournment

Date of Adoption: April 8, 2013

Bylaws of the Board - Meetings

Parliamentary Procedure

The rules of parliamentary procedures as embodied in Robert's Rules of Order shall govern the school Board in its deliberation when the issue in question is not covered by these policies and bylaws.

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours.

Legal Reference: Neb. Rev. Stat. §§ 79-555; 79-570; and 79-577
Neb. Rev. Stat. §§ 84-1408 to 1414

Date of Adoption: April 8, 2013

Bylaws of the Board - Meetings

Voting

Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or not voting.

Date of Adoption: April 8, 2013

Bylaws of the Board - Meetings

Methods of Operation/Quorum

The Board of Education shall transact business only when it is in session, has a quorum present, and minutes are kept. A majority of all members of the Board shall constitute a quorum.

Legal Reference: Neb. Rev. Stat. § 79-554

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsBoard/School District RecordsExceptions and Locations

The Board of Education and the Superintendent may withhold from the public those records in their custody enumerated by law. Records which are open to inspection shall be available in the office of the Superintendent.

Open Meetings Act Posting and Public Access to Board Records

The Board of Education accepts its responsibility to conduct its meetings in public and in compliance with law. The Superintendent shall post at least one current copy of the Open Meetings Act in the meeting room at a location accessible to members of the public. At the beginning of each meeting the public shall be informed about the location of the posted information by announcement of the Board President or Chairperson or via notice given in the Agenda. The Superintendent and the Board secretary shall make available for examination and copying by members of the public at least one copy of all reproducible written material to be discussed at an open meeting except where the law specifically states that a matter is exempted either temporarily or permanently from such disclosure.

Therefore, the Board of Education directs the Superintendent and the Board secretary, acting jointly and cooperatively, to make easily available copies of the Board of Education policy manual and the minutes of meetings of the Board of Education and its committees (except as exempt by law). Minutes shall be made available within ten (10) days of the meeting reported; policies shall be incorporated into the manual within thirty (30) days of adoption.

Legal Reference: Neb. Rev. Stat. §§ 84-1408 to 84-1414
 Neb. Rev. Stat. § 84-712

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsOpen Sessions

Subject to the provisions of the public meeting law of the State of Nebraska and the policies of the District, the public shall have the right to attend and the right to speak at meetings of the Board except any part thereof held in closed session, and all or any part of a meeting of the Board except that held in closed session may be recorded by any person in attendance by means of a tape recorder or any other means of sonic reproduction or in writing.

The Board may make and enforce reasonable rules and regulations regarding the conduct of persons attending its meetings and regarding their privilege to speak. The Board is not required to allow citizens to speak at each meeting, nor may it forbid public participation at all meetings.

Any person or group may attend the regular or special meeting of the Board of Education. Undue interruption or other interference with the orderly conduct of business cannot be allowed. Defamatory or abusive remarks are always out of order. A speaker's privilege of address may be terminated if he persists in improper remarks.

At a public meeting of the Board no person shall orally initiate charges or complaints against an individual employee of the District or challenge instructional materials used in the District. All such complaints, charges or challenges shall be presented to the Superintendent or Board in writing and signed by the complainant. All such charges, if presented to the Board directly, shall be referred to the Superintendent for investigation and report.

The Board is not obligated to act on any request unless the same has been submitted in writing to the Superintendent or to the president of the Board sufficiently in advance to allow the same to have been incorporated into the agenda for the meeting.

Date of Adoption: April 8, 2013

Bylaws of the Board - MeetingsClosed Sessions

The Board of Education may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) strategy sessions with respect to collective bargaining, real estate purchases, or litigation; (b) discussion regarding deployment of security personnel or devices; (c) investigative proceedings regarding allegations or misconduct; or (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; provided, however a closed meeting shall never be held for the purpose of discussing the appointment or election of a new member to the Board of Education.

The vote to hold a closed session shall be taken in open session. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The Board shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken.

Any member of the Board shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reasons stated in the original motion to hold a closed session. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

The term "closed session" as used in the policies, regulations and Bylaws of the District shall include within its meaning any "executive session" or "executive meeting" authorized or prescribed by said policies, regulations and Bylaws, all of said terms being interchangeable.

Legal Reference: Neb. Rev. Stat. §§ 84-1407 to 84-1414

Date of Adoption: April 8, 2013

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix “1” to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix “1” to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix “1” to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____.
The following members voted against the same: _____.
The following members were absent or not voting: _____.
The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 9th day of February, 2015.

ELM CREEK PUBLIC SCHOOLS

By: _____
President

Attest: _____
Secretary

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	40	20	20
First	40	32	8
Second	40	16	24
Third	40	23	17
Fourth	40	19	21
Fifth	40	32	8
Sixth	40	17	23
Building Capacity, Elementary	280	179	101
Level I Elementary Special Education	20	20	0
Level II & III Elementary Special Education	20	20	0
Seventh	40	37	3
Eighth	40	23	17
Ninth	40	21	19
Tenth	40	23	17
Eleventh	40	22	18
Twelfth	40	30	10
Building Capacity, 7-12 School Attendance Center	240	156	84
Level I 7-12 School Special Education Program	20	20	0
Level II and III 7-12 School Special Education	20	20	0



Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

www.elmcreekschools.org

Finance/Curriculum/Technology Committee Meeting

Tuesday, January 27, 2015 - 9:00 AM

1. Agriculture update: we are beginning our teacher interviews.
2. Request to begin an after-school program one day a week by outside organization.
3. Summer school program: I am beginning to look at what this year's summer school might look like. The dates I have identified are 16 days in June: 1st - 25th. We will go with a Monday - Thursday format again. I am thinking the same type of focus: reading, math and an enrichment period. I liked what we did with snacks and would like to offer them this year as well.
4. MAP testing update: we have completed the MAP testing for this year. Teachers will be receiving further in-service this Friday on utilizing the data and explaining it to parents.
5. We have advertised for a Language Arts/Social Science teacher.
6. Social Studies re-alignment: we would like to have a scope and sequence proposal ready for the February BOE meeting. This would allow us to begin scheduling as soon as possible.
7. Technology update: Blended learning workshop and elementary i-pad status report.
8. Other



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Transportation Committee Meeting

Monday, January 26, 2015

8:15 AM

Agenda

1. **Bus routes** - overview of current bus routes and report on new route for students on the south side of the tracks and highway.
2. **Cameras on busses** – I have been approached by a fender about our interest in installing video cameras on our busses.
3. **Transportation Expense Report**
4. **Other**



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Building and Grounds Committee

Monday, January 26, 7:00 AM

1. **Gymnasium upgrades.** New lights have been installed and the scoreboards are in place. Advertisements for the new scoreboards are being secured. We have also placed one of the covers on the old steam pipes. Next topic for discussion will be wall pads to increase safety.
2. **Football field bleachers** I am beginning to look at solutions to present to the committee for improved visitor bleachers for next fall.
3. **Bus Storage** We continuing to look for a more consolidated approach to bus storage. We have a potential solution, but need to talk to the building owner about potential renovation and price agreement.
4. **Other...**