

Board of Education Regular Meeting

Monday, December 14, 2020 6:00 PM

Room 810, Elm Creek High School
230 Calkins Avenue
Elm Creek, NE 68836-0490

1. Call to Order
2. Flag Salute
3. Open Meeting Act
4. Roll Call
5. Approval of Agenda
6. Citizens Comments
7. Consent Agenda
 1. Minutes
 2. Claims
 3. Staff Adjustments
 1. Accept resignation of Melanie Klingelhofer, Counselor
 4. Treasurer's Report
8. Information Items
 1. Presentation of new Buffalo induction program.
9. Action Items
 1. Add 2 full time custodial positions for evening cleaning at a cost of \$84,000 with an estimated \$5,000 to be spent on materials and equipment for cleaning.
 2. Elm Creek Schools will be taking sealed bids for the selling of the 2009 Blue Bird Bus with VIN #1B4KDCPH49F258360 (Bus #8) as part of the Nebraska Diesel Mitigation Program.

Bids can be turned in at the Elm Creek Public Schools office at 230 E. Calkins Ave. Elm Creek, NE. 68836 . Sealed bids will be accepted until January 28, 2021 until 3:00 p.m. Sealed bids will be opened by the superintendent and board treasurer on January 29, 2021.

3. Approve interlocal agreement for shared services with Elm Creek Village and Elm Creek Public Schools.
 4. Cancel cooperative agreement with Overton Public Schools regarding Cross Country for the 2020-2021 Spring season.
 5. Selection of architect for the elementary school project.
 6. Adopt the new set of board policies, 1000's - 6000's to take effect January 1, 2021. Karen Haase from KSB Law and Dr. Schroder have been adjusting and reviewing the policy book to ensure it meets federal and state statutes as well as NDE guidance.
 7. Review Dr. Schroder, Superintendent's evaluation.
 8. Consideration of renewing Dr. Schroder's contract.
10. Reports

1. Superintendent's Report
 1. Changes to meal plan over winter break and for second semester.
2. Principals' Report

Mr. Spontanski will share on:

 1. DHMs and activities
 2. MAP Assessment - leaders board and celebrations
3. Board Committees
11. Next Regular Board Meeting
12. Executive Session
 1. To discuss negotiations and compensation of various staffing categories
13. Adjournment

Board of Education Regular Meeting

Monday, November 16, 2020 7:00 PM

1. Call to Order

call to order at 7:00 pm. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

2. Flag Salute

3. Open Meeting Act

-This meeting was advertised in the Beacon Newspaper the week of November 9th.
-Open Meetings Act is Posted

4. Roll Call

5. Approval of Agenda

approve the agenda as presented. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

6. Citizens Comments

citizen asking about going into agreement with village for snow removal and custodial services.

7. Consent Agenda

consent to approve. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

7.1. Minutes

7.2. Claims

7.3. Staff Adjustments

7.3.1. Resignation of Mitch Muma

7.4. Treasurer's Report

8. Information Items

8.1. Proposal to cancel the cooperative agreement with Overton Public Schools regarding Cross Country for the 2020-2021 Spring season.

Board Member: why are we cancelling the cc co-op.

Response: Together have to compete at a higher level and save on transportation costs.

Coach: All regular season meets are class D and very competitive, districts is class C and it's

tougher and not good for the program. NSAA changed some rules, no longer have to have 4 kids for a team, can now have 3.

Superintendent: Overton is discussing it too, we want to offer our kids the best experience.

Coach: If we compete at a more competitive level more kids will continue to go out. Don't want the kids to get discouraged.

AD: Investing in new uniforms, good time to split and order new uniforms. Compete at the correct level for our kids.

Follow up to see if it needs to be voted upon.

8.2. Discussion on the three architect firms that were interviewed in preparation for the upcoming elementary project.

1. BVH
2. Wilkins
3. CMBA

8.3. Interlocal Agreement with the Village of Elm Creek for snow removal and custodial services. We do not have snow removal equipment, village does. Trigger depth of 1/2 in parking lot and parking area, and will take snow away.

Keep it equal for both groups, make sure everyone is being treated fairly.

How will we provide custodial service? If we hire 2 full time custodians in the evening. 1 = \$41,500 w/ single insurance and all other benefits. It's beneficial to our school to have someone on our own team. Better relationship, more reliable. Stager them at night to help clean up after events that take place in the evening. Pro - have a plan for cleaning, take out trash every other day, or vacuum every other day.

Board Member: Will 2 people be enough?

Possibly add a half person next year that would equal the raise that service master would charge us.

Board Member: How difficult will it be to fill the position?

Hopefully, we are offering a fair wage + single insurance, so it's enough for people. Look into who the village currently has for their 3 hours a week and possibly offer to them.

30 day notice to service master, no ongoing contract.

Don't want to weigh the whole job on getting a CDL. It would be nice if they could do both, but not required. Give them a higher pay rate if they do both. Action Item in December.

9. Action Items

9.1. Title IX Policy

Approve Title IX policy. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.2. Assign Cory Spotanski, high school principal and Terah Williams, elementary principal as Title IX Coordinators. Assign Bret Schroder, superintendent as Title IX Appellate Decision Maker.

Approve Assign Cory Spotanski, high school principal and Terah Williams, elementary principal as Title IX Coordinators. Assign Bret Schroder, superintendent as Title IX Appellate Decision Maker. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.3. Calendar Change - the following days will be changed from student instructional days to staff work days.

1. Wednesday, Nov. 25th which was originally scheduled as an early out.
2. Monday, Dec. 21st which was a full day of instruction.
3. Tuesday, Dec. 22nd which was originally scheduled as an early out.

Principal's and TAC decided to choose days that were already early outs to take less learning time away from the kids.

approve calendar changes. This motion, made by Suzanne Brodine and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.4. Adopt Superintendents Evaluation Tool from NASB - Qualtrex

Approval to adopt evaluation tool. This motion, made by Jeff Meads and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

10. Reports

10.1. Superintendent's Report

10.1.1. -November 20th will be the next all school luncheon

-21st Century Grant update

Pulled pork and cheese pizza + mac and cheese from Foster's.

21st Century Grant on hold, not taking any new applicants. Find a new way to get an after school program up and running.

\$150,000 approx cost

CACFP application - after school snack and dinner. Serve dinner over Christmas break.

10.2. Principals' Report

10.2.1. -Social Emotional Survey

-Class Interest Survey

check ins with kids. Screener asks 5 questions using emojis along with a few questions at the bottom. Why do you feel this way? Who do you feel comfortable talking to in the school? Do you want to meet with someone right now?

Only shared with Dr. Schroder, Mr. Spotanski and Mrs. Klingelhoef

Mon Nov. 23rd going to CCC to discuss class offerings for dual credit and independent study college classes. What other partnerships can be developed?

Concerts & activities, COVID restrictions - met with FKC super/principals to have consistency within the conference. Restrictions to only parents and household members at home events and only parents at away events.

Going to try to stream as many home events as possible.

10.3. Board Committees

October 14 - Interview BVH Architecture

October 21 - Interview Wilkins Architecture

October 28 - Board Negotiations Committee met with Teacher Negotiators

October 28 - Curriculum and Technology Committee met on board policy

November 4 - Interview CMBA Architecture

November 11 - Board Retreat

11. Next Regular Board Meeting

December 14, 2020 at 6:00 pm. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

12. Adjournment

motion to adjourn the meeting at 8:12 pm. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

Check Register

Direct

Dep. Invoice	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	

Checks Printed

01 - GENERAL FUND

Bank Account :A - General Fund

00017630	12/11/2020	AGDRYER		Ag Dryer Services	
39443	11/23/2020		12/09/2020	SHOP	89.48
				Check Total	89.48
00017631	12/11/2020	ALPHAREH		ALPHA REHABILITATION P.C.	
3036	11/30/2020		12/09/2020	OT, Speech Services	320.73
				Check Total	320.73
00017632	12/11/2020	BLACKHILLS		BLACK HILLS ENERGY	
11202020-01	11/20/2020		12/09/2020	225 EAST BOYD	565.68
11202020-40	11/20/2020		12/09/2020	230 E CALKINS STREET	1,651.55
11202020-94	11/20/2020		12/09/2020	122 N CHURCH	35.36
				Check Total	2,252.59
00017633	12/11/2020	CASHWA		Cash Wa Distributing	
12681314	11/03/2020		12/09/2020	CAN LINERS	246.70
12687439	11/06/2020		12/09/2020	CAN LNRS, PPR TOWELS	365.25
12699153	11/17/2020		12/09/2020	PAPER TOWELS	71.40
P12682136	11/02/2020		12/09/2020	CAN LINERS ETC	77.15
				Check Total	760.50
00017634	12/11/2020	CENTRALE		CENTRAL ENDOCRINOLOGY & WELLNESS	
0000001	11/12/2020		12/09/2020	DOT/CDL EXAM	100.00
				Check Total	100.00
00017635	12/11/2020	CENTURY		CENTURYLINK	
11072020	11/07/2020		12/09/2020	PHONE SERVICE	367.74
				Check Total	367.74
00017636	12/11/2020	CHEMSEARCH		CHEMSEARCH	
7159273	11/05/2020		12/09/2020	WASTE CAN LINERS	183.76
				Check Total	183.76
00017637	12/11/2020	COACHM		COACH MASTERS	
1407	11/20/2020		12/09/2020	2015 BUS	255.00
				Check Total	255.00
00017638	12/11/2020	CONDITION		CONDITIONED AIR MECHANICAL SYSTEMS	
40898	11/30/2020		12/09/2020	MEZZANINE WATER HEATER	426.25
				Check Total	426.25
00017639	12/11/2020	DAWSONCLE		DAWSON COUNTY CLERK	
11132020	11/13/2020		12/09/2020	2020 GENERAL ELECTION	100.00
				Check Total	100.00

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	00017640	12/11/2020	EBSCO	EBSCO	
	1597298	11/30/2020		Magazines	187.37
				Check Total	187.37
	00017641	12/11/2020	ECOLAB	ECOLAB PEST ELIMINATION	
	3399535	11/16/2020		PEST ELIM	71.01
				Check Total	71.01
	00017642	12/11/2020	ECOWATER	ECOWATER SYSTEMS	
	SA01088	11/20/2020		SOFT SALT	183.00
				Check Total	183.00
	00017643	12/11/2020	ESU10	Educational Service Unit 10	
	120120-10	12/01/2020		CASVC LABOR	18.75
	120120-11	12/01/2020		NEW CHRBOOK SETUP ETC	862.50
	120120-12	12/01/2020		VOC EVAL	534.11
	120120-78	12/01/2020		DEAF ED	837.23
	120120-79	12/01/2020		PHYS THERAPY	1,134.50
	120120-80	12/01/2020		SUPERVISION	3,111.76
	120120-81	12/01/2020		OCC THERAPY	3,082.90
	120120-85	12/01/2020		AUDIOLOGY	198.40
				Check Total	9,780.15
	00017644	12/11/2020	FEDEX	FEDEX FREIGHT	
	AB00767809	11/16/2020		DEVICES	145.00
				Check Total	145.00
	00017645	12/11/2020	FIRSTC	FIRST CARE MEDICAL	
	112020	11/20/2020		DOT PHYSICALS	525.00
				Check Total	525.00
	00017646	12/11/2020	FOSTERC	CURT FOSTER	
	120120	12/01/2020		RENT	100.00
				Check Total	100.00
	00017647	12/11/2020	FOSTFAMI	Foster's Family Foods	
	120120-54	12/01/2020		BATTERIES, CLNRS ETC	63.75
				Check Total	63.75
	00017648	12/11/2020	GRACZYKL	GRACZYK LAWN & LANDSCAPE	
	2300-120120	12/01/2020		FB FIELD FERT ETC	2,143.33
				Check Total	2,143.33
	00017649	12/11/2020	GRACZYKS	GRACZYK SPRINKLERS	
	5922	11/12/2020		WINTERIZE	35.00
				Check Total	35.00
	00017650	12/11/2020	HOMETOWN	Hometown Leasing	

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	120720	12/07/2020		COPIERS	1,420.00
				Check Total	1,420.00
	00017651	12/11/2020	ISLANDSU	Island Supply Welding	
	229872	11/30/2020		CYL RENTAL	67.20
				Check Total	67.20
	00017652	12/11/2020	KELLYSA	KELLY'S SALES & AG SERVICE	
	21852	10/31/2020		'06 INSPECTION, TAIL LAMP	120.00
	21853	10/31/2020		2012 QTRLY INSPECTION	65.00
	21854	10/31/2020		1995 QTRLY INSPECTION	65.00
				Check Total	250.00
	00017653	12/11/2020	KSBSCHOOL	KSB SCHOOL LAW	
	9173	12/01/2020		NEGOTIATIONS	346.50
				Check Total	346.50
	00017654	12/11/2020	LINWELD	MATHESON TRI GAS	
	51724217	11/30/2020		SHOP	189.19
				Check Total	189.19
	00017655	12/11/2020	MENARDS	MENARDS - KEARNEY	
	10839	11/21/2020		WOOD	350.07
				Check Total	350.07
	00017656	12/11/2020	MOSAIC	MOSAIC	
	AXT1120-11	12/01/2020		NOVEMBER	2,722.44
	AXT1120-32	12/01/2020		NOVEMBER	2,333.52
				Check Total	5,055.96
	00017657	12/11/2020	NE SAFETY	NEBRASKA SAFETY CENTER	
	57-8300	12/01/2020		PUPIL TRANSP COURSE	600.00
				Check Total	600.00
	00017658	12/11/2020	NPPD	NEBRASKA PUBLIC POWER DISTRICT	
	111620-6740	11/16/2020		BUS BARN	51.05
	111620-6744	11/16/2020		BALLFIELD	91.95
	11162020-6748	11/16/2020		230 E CALKINS	4,267.45
				Check Total	4,410.45
	00017659	12/11/2020	PEARSON	NCS PEARSON INC.	
	PO 11195	09/01/2020		WIAT-III RECORD FORMS	100.00
				Check Total	100.00
	00017660	12/11/2020	PHELPSCLER	Phelps County Clerk	
	11132020	11/13/2020		GENERAL ELECTION	206.45
				Check Total	206.45

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	00017661	12/11/2020	PIONEERTE	PIONEER TELEPHONE	
	12012020	12/01/2020		12/10/2020 LONG DISTANCE	109.28
				Check Total	109.28
	00017662	12/11/2020	POWERSCH	POWERSCHOOL GROUP LLC	
	INV244106	11/30/2020		12/09/2020 SIS SUBSCRIPTION	564.97
				Check Total	564.97
	00017663	12/11/2020	SERVICE	SERVICEMASTER OF MID NE	
	18943	11/30/2020		12/10/2020 2010 FACILITY	3,784.87
	18944	11/30/2020		12/10/2020 ELEMENTARY FACILITY	4,061.15
				Check Total	7,846.02
	00017664	12/11/2020	STATENE	STATE OF NEBRASKA	
	1243004	11/09/2020		12/10/2020 NETWORK SERVICE FEES	355.24
				Check Total	355.24
	00017665	12/11/2020	USBANK	CORPORATE PAYMENT SYSTEMS	
	5491-01	12/07/2020		12/10/2020 ICE MAKER, LABELS	497.71
	5491-2	12/07/2020		12/10/2020 BAND, FCS, CMAS CARDS	1,038.87
	5491-3	12/07/2020		12/10/2020 CAMERA, RECORDER (TECH)	1,263.04
	5491-4	12/07/2020		12/10/2020 SAFELITE AUTO, BKGD CKS	234.49
				Check Total	3,034.11
	00017666	12/11/2020	VERIZON	VERIZON WIRELESS	
	50.42	10/06/2020		12/10/2020 CELL PHONE	50.42
				Check Total	50.42
	00017667	12/11/2020	VILLAGEE	Village Of Elm Creek	
	11302020	11/30/2020		12/10/2020 WATER, SEWER, TRASH	857.70
				Check Total	857.70
	00017668	12/11/2020	WEXBANK	WEX BANK	
	68945809	11/30/2020		12/10/2020 FUEL	2,753.68
				Check Total	2,753.68
	00017669	12/11/2020	WOODWARDS	WOODWARDS DISPOSAL SERVICE	
	NO8965-831	11/24/2020		12/10/2020 DOC DESTRUCTION	25.00
				Check Total	25.00
				01 - GENERAL FUND Totals:	46,681.90
				Total of Checks Printed:	46,681.90
				Report Total:	46,681.90

December 7, 2020

Superintendent Bret Schroder
Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

Dear Superintendent Schroder:

I hereby resign my teaching employment with Elm Creek Public Schools effective December 23, 2020. This has been an incredibly difficult decision, but I believe it is best for me to retire at this time.

Please forward this resignation to the Elm Creek Public Schools Board of Education for their consideration at the December 14 meeting.

Sincerely,

A handwritten signature in cursive script that reads "Melanie Klingelhoef". The signature is written in black ink and is positioned above the printed name.

Melanie Klingelhoef

CASH SUMMARY REPORT

DATE RANGE: 09/01/2020 THRU 11/30/2020

ARRANGED BY: FUND DESCRIPTION

Fund Description	Beginning (09/01/2020)	Revenue To Date	Expenses to Date	Ending (11/30/2020)
Activity Fund	56,369.95	86,659.50	(75,396.81)	67,632.64
Bond Fund	457,095.71	169,631.08	-	626,726.79
Building Fund	42,732.91	29,521.60	-	72,254.51
DEPRECIATION FUND	163,432.27	70.72	-	163,502.99
Employee Benefit Fund	11,309.19	19.97	-	11,329.16
GENERAL FUND	146,019.60	1,399,704.42	(1,202,062.67)	343,661.35
LUNCH FUND	9,957.93	38,461.64	(43,621.93)	4,797.64
TOTALS	886,917.56	1,724,068.93	(1,321,081.41)	1,289,905.08

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR DECEMBER 14, 2020 MEETING
 NOVEMBER 2020 FINANCIALS

GENERAL FUND - ACCT NO. 137766 (Reconciled)

BANK BALANCE NOVEMBER 1, 2020	\$	598,405.62
RECEIPTS		
BUFFALO COUNTY - TAXES	\$	36,606.67
Dawson County	\$	32.40
DONATION	\$	1,000.00
ESU #10	\$	-
KACF	\$	15,349.50
OVERTON SCHOOLS	\$	4,296.55
OVERTON SCHOOLS-NOVEMBER (BANK ERROR)	\$	4,221.63
PHELPS COUNTY - NOVEMBER	\$	5,541.30
PHELPS COUNTY - NOVEMBER (BANK ERROR)	\$	36,413.45
PRESCHOOL - NOVEMBER (BANK ERROR)	\$	950.00
STATE - MIPS/MAC	\$	1,215.25
STATE AID	\$	45,973.00
VILLAGE OF ELM CREEK (LICENSES)	\$	300.00
TOTAL RECEIPTS	\$	151,899.75
AVAILABLE BALANCE	\$	750,305.37
DISBURSEMENTS:		
Bills Paid NOVEMBER 14, 2020	\$	75,139.50
Payroll	\$	331,504.52
TOTAL DISBURSEMENTS	\$	406,644.02
BOOK BALANCE NOVEMBER 30, 2020	\$	343,661.35

DEPRECIATION FUND - ACCT NO 14832 (Reconciled)

Balance NOVEMBER 1, 2020	\$	65,435.32
Expenses	\$	-
INTEREST	\$	-
BOOK BALANCE NOVEMBER 30, 2020	\$	65,435.32

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR DECEMBER 14, 2020
 NOVEMBER 2020 FINANCIALS

CERTIFICATES OF DEPOSIT THRU NOVEMBER 30, 2020

#6692	Bus Depreciation	\$	12,236.36
#6233	Track Maintenance - Issued 8/31/09	\$	17,149.19
#6013	Track Maintenance	\$	58,179.99
#2232	Unemployment	\$	11,329.16
#6482	Track Maintenance - Issued 8/31/2011	\$	10,502.13
	CERTIFICATE TOTALS	\$	109,396.83

BUILDING FUND (Reconciled)

Balance NOVEMBER 1, 2020	\$	70,622.24
BUFFALO COUNTY	\$	569.43
DAWSON COUNTY	\$	-
RECEIPTS - PHELPS COUNTY - OCTOBER (BK ERROR)	\$	933.33
RECEIPTS - PHELPS COUNTY - NOVEMBER	\$	126.46
INTEREST	\$	3.05
BALANCE NOVEMBER 30, 2020	\$	72,254.51

BOND FUND (OPENED 11-12-09)

(Reconciled)

Balance NOVEMBER 1, 2020	\$	617,362.57
RECEIPTS- BUFFALO	\$	3,272.96
RECEIPTS - DAWSON COUNTY	\$	-
RECEIPTS - PHELPS COUNTY - OCTOBER (BK ERROR)	\$	5,364.47
RECEIPTS - PHELPS COUNTY - NOVEMBER	\$	726.79
BALANCE NOVEMBER 30, 2020	\$	626,726.79

SAM/DUNS ACCOUNT (REAP-1173)

(Reconciled)

Balance NOVEMBER 1, 2020	\$	10,193.40
DISBURSEMENTS	\$	-
BALANCE NOVEMBER 30, 2020	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR DECEMBER 14, 2020
 NOVEMBER 2020 FINANCIALS

LUNCH FUND (Reconciled)

BANK BALANCE NOVEMBER 1, 2020 \$ 11,048.38

RECEIPTS

LUNCH SALES	\$	2,705.17
EFUND PAYMENTS	\$	-
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
SFP RECEIPTS (ADMIN)	\$	-
SFP RECEIPTS (OPERATING)	\$	-
TRANSFERS FROM GENERAL ACCT	\$	-
TOTAL RECEIPTS	\$	2,705.17

AVAILABLE BALANCE \$ 13,753.55

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	-
Supplies	\$	-
NOVEMBER Payroll	\$	8,955.91
TOTAL DISBURSEMENTS	\$	8,955.91

BALANCE NOVEMBER 30, 2020 \$ 4,797.64

November Bills

CASHWA	\$	8,028.23
FOSTERS	\$	120.81
HILAND (MILK)	\$	-
US FOODS (THOMPSON)	\$	1,154.57
VILLAGE UNIFORM (TOWELS ETC)	\$	-
	\$	9,303.61

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR DECEMBER 14, 2020
 NOVEMBER 2020 FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

(Reconciled)	Balance NOVEMBER 1, 2020	\$	49,839.42
GROUP A & B	RECT'S-GATE, DIST ACT, ENTRY FEES, RETURN CHNGE	\$	4,818.40
GROUP C, D & E	RECT'S-FUNDRAISING	\$	12,240.09
GROUP F	RECT'S - SALES	\$	1,380.57
GROUP G	RECT'S-FEES	\$	11,250.62
GROUP A & B	EXPENSE-START CHNGE, OFFICIALS, ENT FEES	\$	(7,210.10)
GROUP C, D & E	EXPENSE-FEES AND APPAREL	\$	(2,516.61)
GROUP F	EXPENSE-BILLINGS(SALES)	\$	(2,169.75)
GROUP G	EXPENSE-FEES	\$	-
	BALANCE NOVEMBER 30, 2020	\$	67,632.64

- GROUP KEY
 A-ATHLETICS
 B-ACTIVITIES
 C-CLUBS AND ORGANIZATIONS
 D-SPECIAL FUNDS
 E-CLASS FUNDS
 F-SCHOOL GROUPS
 G-DISTRICT ACTIVITIES
 H-MISCELLANEOUS

INTERLOCAL AGREEMENT

VILLAGE OF ELM CREEK – ELM CREEK PUBLIC SCHOOLS

RE: AGREEMENT FOR SNOW REMOVAL AND CUSTODIAL SERVICES

This Agreement, made and entered into between the Village of Elm Creek, Nebraska, hereinafter called "Village", and Elm Creek Public Schools, hereinafter called "School".

WITNESSETH:

WHEREAS, the Village has a maintenance department that provides snow removal for parking lots. The Village also requires part-time custodial services consisting of approximately three (3) hours of services per week.

WHEREAS, the School currently contracts its snow removal for the School parking lot and on-street parking spaces. The School also employs janitorial staff able to provide part-time custodial services.

WHEREAS, the Village is desirous of entering into an Agreement with the School to provide snow removal for the School parking lot and on-street parking spaces and to contract for part-time custodial services by School staff.

WHEREAS, the School is desirous of entering into an Agreement with the Village to contract for snow removal services and to provide part-time custodial services to eliminate duplication of services and to provide for a more economically efficient system.

NOW, THEREFORE, the parties of the Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **Term.** The Term of this Agreement shall be for a period of one (1) year commencing on January 1, 2021. The Parties agree that the Term shall automatically renew for a consecutive one (1) year term unless the contract is terminated by either party subject to the conditions contained herein. In the event the Agreement automatically renews, the Parties agree to be bound by the same terms of this Agreement. Either party may terminate this Agreement by providing written notice no less than thirty (30) days prior to the effective termination date of this Agreement.

2. **Services Provided by School.** The School shall provide three (3) hours per week of custodial services not to exceed a cost of \$2,500.00 for each Term that this Agreement is in effect. **The School shall pay this fee in a single installment due by November 1 of each year for the following snow removal season.** The School shall be responsible for employing sufficient staff and providing adequate equipment and supplies in order to perform said custodial duties for the Village, and for maintaining appropriate insurance to perform said services.

3. **Services Provided by Village.** The Village shall provide snow removal for the School parking lot and on street parking areas, as shown in the attached Exhibit “A”, when a trigger depth of 1/2 inch is reached in any given snowfall. The Village shall also remove any piled snow in a timely manner not to exceed twenty-four (24) hours after initial snow removal. The Village shall not cause vehicles to be towed, but will plow around any vehicles left in place. The cost of said snow removal shall not exceed \$2,500.00 for each Term that this Agreement is in effect. **The Village shall pay this fee in four quarterly installments of \$625 each due by the 15th day of the first month of each quarter.** The Village will not cause vehicles to be towed, but will plow around any vehicles left in place. The Village shall be responsible for employing sufficient staff and providing adequate equipment in order to perform said snow removal, and for maintaining appropriate insurance to perform said services.

4. **Services in Excess of \$2,500.00.** In the event the custodial or snow removal services exceed \$2,500.00 in a Term, the parties may agree to continue to provide said services at the following rates to be invoiced monthly to the other party and paid upon receipt: Custodial Services - \$18.00 per hour; Snow Removal Services: \$102.00 per hour. **The Village shall track hours of snow removal; the School shall track hours of custodial services. Hours of service shall be reported annually to each entity by October 1 of each year.**

5. **Notice.** All notices or demands required or permitted under this Agreement or by operation of law shall be made in writing and mailed by U.S. Mail to the parties’ addresses as shown herein:

Village of Elm Creek
Attn: Municipal Administrator
535 W Boyd Avenue, P.O. Box 130
Elm Creek, NE 68836-0130

Elm Creek Public Schools
Attn: District Superintendent
230 East Calkins Avenue
Elm Creek, NE 68836

6. **Default.** Time is of the essence hereof, and if any payment or any other condition hereof is not made, tendered or performed by either Party as herein provided, then this Agreement, at the option of the party who was not in default, may be terminated by such party, in which case the non-defaulting party may recover such damages as may be proper.

7. **No Separate Entity.** This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, Village shall be considered the administrator of this Agreement pursuant to Neb. Rev. Stat. § 13-801 et seq.

8. **No Property.** There shall be no property acquired pursuant to this Agreement.

9. **Taxation.** As a result of this Agreement, no tax authorized under Nebraska Revised Statutes Sections 13-318 to 13-326 or 13-2813 to 13-2816 shall be levied or collected.

10. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska without regard to the conflict of laws provisions therein. Any legal action involving this Agreement in any way shall be instituted in a court of competent jurisdiction located in State of Nebraska.

11. **Assignment.** This Agreement or any part hereof shall not be assigned by any party without the prior written consent of the other party.

12. **Binding Upon the Parties.** This Agreement shall bind the parties and their respective heirs, administrators, personal representatives, successors and assigns.

13. **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties and no representations or promises have been made except those set forth herein.

14. **Mutually Drafted Document.** The parties acknowledge and agree that each party has participated in the drafting of this Agreement, and that this document has been reviewed by the respective legal counsel for the parties, or that each party has had the full opportunity to consult with an attorney of their selection, and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion of this Agreement.

6.

Dated this ___ day of _____, 2020.

ATTEST:

BOARD OF TRUSTEES
VILLAGE OF ELM CREEK, NEBRASKA

Suzanne Brodine, Municipal Administrator

Tanner Tool, Chairperson

Dated this ___ day of _____, 2020.

ATTEST:

ELM CREEK PUBLIC SCHOOLS

Bret Schroder, District Superintendent

JC Ourada, Board President

Exhibit "A"



Figure 1: Snow will be removed, per the contract, from areas outlined in red.