

Board of Education Regular Meeting

Monday, February 8, 2021 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
 - 7.1. Minutes
 - 7.2. Claims
 - 7.3. Staff Adjustments
 - 7.3.1. Resignations:
 - 7-12 FCS - Leah Kenney
 - 7 - 12 Social Studies - Brandt Runge
 - New Hires with current FTE allocation:
 - PK-12 Counselor - Bernardo Revelo-Martinez
 - 7-12 Social Studies - Jordan High
 - Substitute Teacher
 - Emme Dawn Brown - recent graduate
 - 7.4. Treasurer's Report
8. Information Items
 - 8.1. 2013 Bus
 - 8.2. Mariah Anderson, a senior at Elm Creek, will be helping to recreate our website and develop an Elm Creek Schools app. for phones this summer.
9. Action Items
 - 9.1. ESU10 Special Education Contracts for 2021-2022
 - 9.2. Support Staff Handbook for 2021-2022 School Year
 - 9.3. Approve the certified staff negotiated agreement for 2021-2022
 - 9.4. Principals Contracts for the 2021-2022 school year
10. Reports
 - 10.1. Superintendent's Report
 - 10.1.1. 1. Update on Building Project, construction tours, and upcoming dates

10.2. Principals' Report

10.2.1. Principals will update the board on the progress developing the district MTSS process and recent MAP data.

10.3. Board Committees

10.3.1. Meetings that took place this month include:

- a. Finance on January 13th
- b. Building, Grounds, and Transportation on January 13th
- c. Curriculum and Technology on January 20th
- d. Americanism on January 27th

11. Next Regular Board Meeting

12. Adjournment

Board of Education Regular Meeting

Monday, January 11, 2021 6:00 PM

1. Call to Order

2. Flag Salute

3. Open Meeting Act

4. Lynette Mitchell will take the oath as a new board member.

Oath was read by Lynette Mitchel at 6:03. This motion, made by JC Ourada and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

5. Roll Call

6. Approval of Agenda

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

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

7. Consent Agenda

approve Consent Agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

7.1. Minutes

7.2. Claims

7.3. Treasurer's Report

7.4. Staffing Adjustment

7.4.1. Local Substitute Certificate for Kenna Storrs

8. Orgainzation of the Board of Education

8.1. Election of President of the Board

Morgan would like to nominate Alicia for President of the Board. 2-3-1 Abstain Jeff would like to nominate JC for President of the Board. 3-2-1 Abstain Morgan motioned to close nominations, seconded by Jeff. JC for Board President. This motion, made by Jeff Meads and seconded by Dana Steiner, Passed.

Alicia Beavers: Abstain (With Conflict), Morgan Fouts: Nay, Lynette Mitchell: Nay, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

8.2. Election of Vice President of the Board

JC nominated Alicia for Board Vice President. Morgan made a motion to cease nominations, Jeff Second. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.

Alicia Beavers: Abstain (With Conflict), Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

8.3. Election of Secretary of the Board of Education 2021

Alicia nominated Lynette for Board Secretary. JC made a motion to cease nominations, Morgan second. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed.

Lynette Mitchell: Abstain (With Conflict), Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

8.4. Appointment of Treasurer of the Board of Education 2021

Morgan Fouts appointed as Treasurer of the Board by JC. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

9. Committee Structure

9.1. Building, Grounds, and Transportation

9.2. Negotiations

9.3. Finance and Staffing

9.4. Curriculum and Technology

9.5. Americanism

10. Information Items

10.1. NDE Approves Superintendent Evaluation instrument and Board Policy 4057

11. Action Items

11.1. Review, consider, and take all necessary action to:

(1) adopt a resolution selecting the construction management at risk contract delivery system

(2) designate members of the Construction Manager at Risk Selection Committee

(3) refer all construction manager at risk proposals to the Construction Manager at Risk Selection Committee

(4) authorize the superintendent to create and publish a Notice of Request for Proposals and to create the Request for Proposals and Proposal Instructions

(5) take any other action deemed necessary regarding the selection of the construction management at risk contract delivery system or required by the Political Subdivisions Construction Alternatives Act.

Least amount of risk for us going with them. Jacob and Tobian recommended this as well.

Lynette said they were used for the last construction project at ECPS.

To select Construction Manager at Risk as the delivery method for the Elementary Construction project. This motion, made by Jeff Meads and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

11.2. Opening of sealed bids for scrapped bus as part of the Nebraska Diesel Emissions Mitigation Program.

Bid for 2008 destroyed school bus - \$490

Accept bid from Jim Kennedy for \$490 for the 2008 destroyed school bus. This motion, made by Jeff Meads and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea, Dana Steiner: Yea

12. Reports

12.1. Superintendent's Report

January 13th Building/Grounds committee meeting 4:00 pm - 6:00 pm followed by Finance Committee meeting 6:00 pm -7:00 pm

12.2. Principals' Report

Discussing use of IXL and MAP Data. Meeting with MTSS this week and keying in on students who didn't meet goals and setting up supports with them. HS staff will be helping deliver some interventions, starting the week of 1/18/2021. Use PUSHIN model, works best when delivered by classroom teacher in their classroom instead of doing pullout groups. Graphs will be shared at next meeting. Family reports will be sent home to parents and prepare them for discussions at PTC in February.

12.2.1. Principals will provide an update on instructional programs.

12.3. Board Committees

12.3.1. Building and Grounds Committee - January 6th

13. Next Regular Board Meeting

Next regular board meeting February 8th, 2021 at 6:00 pm.

14. Adjournment

motion to adjourn the meeting at 6:40 pm. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Lynette Mitchell: 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

00017749	02/08/2021	AGDRYER		Ag Dryer Services	
39558	01/21/2021		02/03/2021	Shop Supplies	157.44
Check Total					157.44

00017750	02/08/2021	ALPHAREH		ALPHA REHABILITATION P.C.	
3091	01/31/2021		02/03/2021	Sped Services	601.78
Check Total					601.78

00017751	02/08/2021	ARNOLDM		ARNOLD MOTOR SUPPLY	
76NV056623	01/11/2021		02/03/2021	CR2016 Carded	7.98
Check Total					7.98

00017752	02/08/2021	BLACKHILLS		BLACK HILLS ENERGY	
01252021-01	01/25/2021		02/03/2021	225 E Boyd	751.82
01252021-40	01/25/2021		02/03/2021	230 E Calkins	3,078.24
01252021-94	01/25/2021		02/03/2021	122 N Church	36.83
Check Total					3,866.89

00017753	02/08/2021	CASHWA		Cash Wa Distributing	
12757643	01/08/2021		02/03/2021	Can Liners	403.25
12768993	01/15/2021		02/03/2021	Can Liners	16.25
12786492	01/30/2021		02/05/2021	Custodial Supplies	266.10
Check Total					685.60

00017754	02/08/2021	CENTURY		CENTURYLINK	
010721	01/07/2021		02/03/2021	Phone Service	353.70
Check Total					353.70

00017755	02/08/2021	CIRCLESP		CIRCLE S PLUMBING	
1325	12/29/2020		02/03/2021	Repairs in Elem Bathroom	2,137.30
1326	12/29/2020		02/03/2021	Repair Drain for Boiler	85.00
Check Total					2,222.30

00017756	02/08/2021	COACHM		COACH MASTERS	
1485	02/05/2021		02/03/2021	Warning Lights	2,356.11
Check Total					2,356.11

00017757	02/08/2021	EAKESOFF		EAKES OFFICE PRODUCTS	
8182230-0	01/20/2021		02/03/2021	Cleaning Cart	639.50
INV254910	01/15/2021		02/03/2021	Contract Invoice	3,168.55
Check Total					3,808.05

00017758	02/08/2021	ECOLAB		ECOLAB PEST ELIMINATION	
3769971	01/14/2021		02/03/2021		71.01

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	71.01
	00017759	02/08/2021	EDEALJ		JESSICA EDEAL	
	020121	02/01/2021		02/03/2021	Mileage 90 @ .575	51.75
					Check Total	51.75
	00017760	02/08/2021	ESU10		Educational Service Unit 10	
	0221-10	02/01/2021		02/03/2021	Keyboard	35.00
	0221-11	02/01/2021		02/03/2021	Network Op, Firewall	75.00
	0221-12	02/01/2021		02/03/2021	Voc Eval	140.76
	0221-13	02/01/2021		02/03/2021	Teach & Learn, Workshop	120.00
	0221-78	02/01/2021		02/03/2021	Deaf Ed	173.60
	0221-79	02/01/2021		02/03/2021	PT	1,211.62
	0221-80	02/01/2021		02/03/2021	Supervision	1,521.60
	0221-81	02/01/2021		02/03/2021	OT	1,635.04
	0221-85	02/01/2021		02/03/2021	Audiology	64.07
					Check Total	4,976.69
	00017761	02/08/2021	FIRSTC		FIRST CARE MEDICAL	
	010721	01/07/2021		02/03/2021	DOT PHYSICALS	350.00
					Check Total	350.00
	00017762	02/08/2021	FIRSTNATLC		FIRST NATIONAL CAPITAL MARKETS	
	00001	12/01/2020		02/03/2021	ENGAGEMENT FEE	4,000.00
					Check Total	4,000.00
	00017763	02/08/2021	FOSTERC		CURT FOSTER	
	020121	02/01/2021		02/03/2021	Rent	100.00
					Check Total	100.00
	00017764	02/08/2021	FOSTFAMI		Foster's Family Foods	
	020121-54	02/01/2021		02/03/2021	Cleaning Sup, Gift Cards	79.75
					Check Total	79.75
	00017765	02/08/2021	HOMETOWN		Hometown Leasing	
	020721	02/07/2021		02/03/2021	COPIERS	1,420.00
					Check Total	1,420.00
	00017766	02/08/2021	ISLANDSU		Island Supply Welding	
	232762	01/31/2021		02/03/2021	CYL RENTAL	69.44
					Check Total	69.44
	00017767	02/08/2021	KEARNEYACE		KEARNEY ACE HARDWARE	
	35426/7	01/26/2021		02/03/2021	NUTS, BOLTS, SCREWS	3.53
					Check Total	3.53
	00017768	02/08/2021	KELLYSA		KELLY'S SALES & AG SERVICE	
	22120	12/23/2020		02/03/2021	2020 CHEVY	43.95

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
	22121	12/23/2020		02/03/2021	2012 DODGE	150.03
	22190	01/05/2021		02/03/2021	2012 DODGE	65.00
	22191	01/05/2021		02/03/2021	2006 FORD	65.00
					Check Total	323.98
00017769		02/08/2021	KSBSCHOOL		KSB SCHOOL LAW	
	9500	02/01/2021		02/03/2021	LEGAL SERVICES	5,172.00
					Check Total	5,172.00
00017770		02/08/2021	LINWELD		MATHESON TRI GAS	
	51750645	01/31/2021		02/03/2021	SHOP	195.04
					Check Total	195.04
00017771		02/08/2021	MENARDS		MENARDS - KEARNEY	
	12964	01/06/2021		02/05/2021	Cleaners Etc	201.25
	13687	01/22/2021		02/03/2021	DIESEL CNDTNER ETC	95.88
					Check Total	297.13
00017772		02/08/2021	MIDWESTBUS		MIDWEST BUS REPAIR	
	MP4937-01	01/09/2021		02/03/2021	21 BUS	491.50
					Check Total	491.50
00017773		02/08/2021	MOSAIC		MOSAIC	
	AXT0121-11	01/31/2021		02/03/2021	JANUARY 2021	1,231.58
	AXT0121-32	02/01/2021		02/03/2021	JANUARY SERVICES	3,111.36
					Check Total	4,342.94
00017774		02/08/2021	NASB		NEBRASKA ASSN OF SCHOOL BOARDS	
	2021-2022	01/29/2021		02/03/2021	2021-2022 DUES	3,668.00
					Check Total	3,668.00
00017775		02/08/2021	NPPD		NEBRASKA PUBLIC POWER DISTRICT	
	01182021-6740	01/18/2021		02/03/2021	BUS BARN	51.05
	01182021-6744	01/18/2021		02/03/2021	BALLFIELD	51.05
	01182021-6748	01/18/2021		02/03/2021	230 E CALKINS	4,563.90
					Check Total	4,666.00
00017776		02/08/2021	ONESOURCE		ONESOURCE	
	5834-20210131	01/31/2021		02/03/2021	BACKGROUND CKS	58.00
					Check Total	58.00
00017777		02/08/2021	PAXTONF		FRANK PAXTON LUMBER CO	
	0007702288-001	01/21/2021		02/03/2021	IND TECH	840.38
					Check Total	840.38
00017778		02/08/2021	PAYFLEX		PAYFLEX SYSTEMS USA	
	01312021-02282 021	02/03/2021		02/03/2021	JANUARY AND FEB FEES	300.00

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	300.00
	00017779	02/08/2021	PIONEERTE		PIONEER TELEPHONE	
	465905-020121	02/01/2021		02/03/2021	LONG DISTANCE	99.01
					Check Total	99.01
	00017780	02/08/2021	SAHLING		SAHLING KENWORTH-KEARNEY	
	014S223807	01/04/2021		02/03/2021	BUS REPAIRS, MAINTENANCE	677.84
	041S223806	01/05/2021		02/03/2021	BUS REPAIRS, MAINTENANCE	601.26
	041s223805	01/05/2021		02/03/2021	BUS REPAIR, MAINT	223.29
	41S223808	02/05/2021		02/05/2021	'20 Strobe Light, Inspect	595.64
					Check Total	2,098.03
	00017781	02/08/2021	SPRACKLIN		SPRACKLIN CHIROPRACTIC	
	360	12/29/2020		02/03/2021	DOT PHYSICAL	90.00
					Check Total	90.00
	00017782	02/08/2021	STATENE		STATE OF NEBRASKA	
	1250598	01/11/2021		02/03/2021	NETWORK SERVICE FEE	355.24
					Check Total	355.24
	00017783	02/08/2021	TESTOUT		TESTOUT	
	INV460397	01/20/2021		02/03/2021	BUSINESS CLASS	175.00
					Check Total	175.00
	00017784	02/08/2021	THOMPSON		US FOODS - DIVISION #2365	
	5707268	01/18/2021		02/03/2021	PAPER TOWELS	328.16
					Check Total	328.16
	00017785	02/08/2021	USBANK		CORPORATE PAYMENT SYSTEMS	
	020721	02/07/2021		02/03/2021	POSTAGE	579.28
	020721-B	02/07/2021		02/03/2021	PTCFAST	50.00
	020721-C	02/07/2021		02/03/2021	SHOP, BUSI CLASS, FCS	951.30
	020721-D	02/07/2021		02/03/2021	THINK PAD	594.04
	020721-E	02/07/2021		02/03/2021	HEALTH, TRANSP	76.25
					Check Total	2,250.87
	00017786	02/08/2021	VILLAGEE		Village Of Elm Creek	
	020121	02/01/2021		02/03/2021		857.70
					Check Total	857.70
	00017787	02/08/2021	VILLAGEU		VILLAGE UNIFORM	
	JAN INVOICES	01/31/2021		02/03/2021	DUST MOPS, RAGS ETC	89.20
					Check Total	89.20
	00017788	02/08/2021	WEXBANK		WEX BANK	
	69876511	01/31/2021		02/03/2021	FUEL	995.83

SELECTED Data

Check Register

Arranged by:
Check Number

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
				Check Total	995.83
00017789		02/08/2021	WILKINSA	WILKINS ARCHITECTURE DESIGN	
4254		01/26/2021		02/03/2021	15.32
				Check Total	15.32
00017790		02/08/2021	WOODWARDS	WOODWARDS DISPOSAL SERVICE	
020321		02/03/2021		02/03/2021	25.00
				Check Total	25.00
01 - GENERAL FUND Totals:					52,916.35
Total of Checks Printed:					52,916.35
Report Total:					52,916.35

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 8, 2021
 JANUARY 2021 FINANCIALS

GENERAL FUND - ACCT NO. 137766 (Reconciled)

BANK BALANCE JANUARY 1, 2021	\$	85,616.51
RECEIPTS		
BUFFALO COUNTY - TAXES	\$	383,952.52
BUS PURCHASE	\$	490.00
TECHNOLOGY	\$	31.00
Dawson County	\$	15,183.27
ESU #10	\$	437.50
FTC v. Telecom (settlement)	\$	45.41
STATE OF NEBRASKA (CHILD CARE)	\$	957.14
PHELPS COUNTY	\$	284,895.48
PRESCHOOL	\$	2,525.00
SCHOOL BUS REIMBURSEMENT	\$	42,000.00
SHOP FEES	\$	525.40
STATE AID	\$	45,973.00
STATE 19-20 SPED REIMBURSEMENT	\$	36,123.00
TOTAL RECEIPTS	\$	813,138.72
AVAILABLE BALANCE	\$	898,755.23
DISBURSEMENTS:		
Bills Paid JANUARY 11, 2021	\$	111,014.46
Payroll	\$	317,275.45
TOTAL DISBURSEMENTS	\$	428,289.91
BOOK BALANCE JANUARY 31, 2021	\$	470,465.32

DEPRECIATION FUND - ACCT NO 14832 (Reconciled)

Balance JANUARY 1, 2021	\$	69,564.63
INTEREST	\$	-
BOOK BALANCE JANUARY 31, 2021	\$	69,564.63

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 8, 2021
 JANUARY 2021 FINANCIALS

UNEMPLOYMENT CD #2232

Balance JANUARY 1, 2021	\$	11,348.95
INTEREST	\$	-
BALANCE JANUARY 31, 2021	\$	11,348.95

BUILDING FUND (Reconciled)

Balance JANUARY 1, 2021	\$	72,540.41
BUFFALO COUNTY	\$	9,428.27
DAWSON COUNTY	\$	391.97
RECEIPTS - PHELPS COUNTY	\$	7,317.65
INTEREST	\$	3.17
BALANCE JANUARY 31, 2021	\$	89,681.47

BOND FUND (OPENED 11-12-09)

(Reconciled)

Balance JANUARY 1, 2021	\$	52,682.40
RECEIPTS- BUFFALO	\$	54,061.59
	\$	2,247.76
RECEIPTS - PHELPS COUNTY	\$	41,960.43
BALANCE JANUARY 31, 2021	\$	150,952.18

SAM/DUNS ACCOUNT (REAP-1173)

(Reconciled)

Balance JANUARY 1, 2021	\$	10,193.40
DISBURSEMENTS	\$	-
BALANCE JANUARY 31, 2021	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 8, 2021
 JANUARY 2021 FINANCIALS

LUNCH FUND (Reconciled)

BANK BALANCE JANUARY 1, 2021 \$ 18,442.39

RECEIPTS

LUNCH SALES	\$	272.40
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	\$	272.40
AVAILABLE BALANCE	\$	18,714.79

DISBURSEMENTS

Food/Groceries/Milk Etc. (Oct & Nov Invoices)	\$	8,436.26
Supplies	\$	222.55
Prof Services (Repairs)	\$	875.62
JANUARY Payroll	\$	5,586.28
TOTAL DISBURSEMENTS	\$	15,120.71
BALANCE JANUARY 31, 2021	\$	3,594.08

JANUARY 2021 Bills

CASHWA	\$	6,940.54
FOSTERS	\$	58.38
HILAND (MILK)	\$	1,672.93
JANUARY PAYROLL (ESTIMATED)	\$	9,000.00
US FOODS (THOMPSON)	\$	1,541.50
VILLAGE UNIFORM (TOWELS ETC)	\$	39.01
	\$	19,252.36

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 8, 2021
 JANUARY 2021 FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

(Reconciled)	Balance JANUARY 1, 2021	\$	37,978.20
GROUP A & B	RECT'S-GATE, DIST ACT, ENTRY FEES, RETURN CHNGE	\$	4,508.69
GROUP C, D & E	RECT'S-FUNDRAISING	\$	966.73
GROUP F	RECT'S - SALES	\$	3,336.58
GROUP G & H	RECT'S-FEES	\$	51,214.44
GROUP A & B	EXPENSE-START CHNGE, OFFICIALS, ENT FEES	\$	(6,670.35)
GROUP C, D & E	EXPENSE-FEES AND APPAREL	\$	(6,989.38)
GROUP F	EXPENSE-BILLINGS(SALES)	\$	(2,606.90)
GROUP G & H	EXPENSE-FEES	\$	(53,563.40)
	BALANCE JANUARY 31, 2021	\$	28,174.61

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

CASH SUMMARY REPORT

DATE RANGE: 09/01/2020 THRU 1/31/2021

ARRANGED BY: FUND DESCRIPTION

Fund Description	Beginning (09/01/2020)	Revenue To Date	Expenses to Date	(01/31/2021)
Activity Fund	56,369.95	174,710.40	(202,905.74)	28,174.61
Bond Fund	457,095.71	269,526.47	(575,670.00)	150,952.18
Building Fund	42,732.91	46,948.56	-	89,681.47
DEPRECIATION FUND	163,432.27	424.36	(94,292.00)	69,564.63
Employee Benefit Fund	11,309.19	39.76	-	11,348.95
GENERAL FUND	146,019.60	2,339,423.41	(2,014,977.37)	470,465.64
LUNCH FUND	9,957.93	83,755.97	(90,119.82)	3,594.08
SAM/DUNS ACCOUNT	10,193.40	-	-	10,193.40
TOTALS	897,110.96	2,914,828.93	(2,977,964.93)	833,974.96



Our focus is on serving you!

76 Plaza Boulevard PO Box 850 Kearney NE 68848-0850
308.237.5927 Fax 308.237.5920

DATE: January 6, 2021
TO: Superintendents
FROM: Jean Anderson, Special Education Director
SUBJECT: Special Education Contract and Cooperative Service Agreements

A Special Education Contract for the 2021-22 school year is enclosed for you to sign and return. The signature does not need to be notarized; however, your board should officially authorize the service at the January or February board meeting. This contract includes Speech Therapy Services. If your district contracts for this service, it will be indicated on the enclosed Schedule A. Also, enclosed are the cooperative service agreements for Special Education Supervision, Deaf Education Services, Psychology Services, Audiology Services, Physical Therapy, Occupational Therapy, Vision Services and Vocational Services if you contract for these services. Please sign and date all of the cooperative service agreements, the contract and return them along with Schedule A to me **no later than March 1, 2021**. The ESU board will approve the contract, and a copy will be returned to you.

Schedule A (enclosed) is the service and FTE provided for the 2020-21 school year and the anticipated service for the 2021-22 school year. If for any reason your district intends to change the service or FTE for 2021-22, please make note of the change on Schedule A, sign and return it to me as part of the contract. The cost of service will be approximately 5% above the current year. A description of all services provided is available upon request.

To recap, you need to return to ESU 10:

1. The Special Education Contract (1 contract, **sign back page**)
2. Schedule A (1 form, **sign on front**)
3. Cooperative Program Agreements (1 to 8 forms, **sign on front**)

Approval by both boards indicate agreement and cannot be changed for the 21-22 school year after they have been approved.

Please feel free to contact me if you have any questions.

Enclosures

**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, 2021, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**,"**ELM CREEK PUBLIC SCHOOLS**, 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 2021-22, 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 2020-21 and anticipated in 2021-22 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 2021-22, commencing not earlier than August 1, 2021, and ending not later than August 20, 2022. The total dollar amount of this contract will be submitted to the district on or before July 1, 2021 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, 2021.
- 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, and 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, 2021.
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 PUBLIC SCHOOLS AS DISTRICT**

THIS _____ DAY OF _____ 2021

BY _____

President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY**

THIS _____ DAY OF _____ 2021

BY _____

Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2021-2022
Agency Code--950010

District Name: Elm Creek Public Schools

Contracted Reimbursable School Age Services	NDE Service Code	2020-21 Percent Per District	2021-22 Percent Per District
Speech Teacher School Age - Secondary	4001	-	-
Speech Teacher School Age - Elementary		-	-
SpEd Supervision School Age - Secondary	0001	0.028	0.028
SpEd Supervision School Age - Elementary		0.028	0.028
D/E Audiology School Age - Secondary	1003	0.007	0.007
D/E Audiology School Age - Elementary		0.007	0.007
Deaf Education Services School Age - Secondary	2014	-	-
Deaf Education Services School Age - Elementary		0.060	0.060
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	0.028	0.028
Occupational Therapy School Age - Elementary		0.028	0.028
Physical Therapy School Age - Secondary	4005	0.027	0.027
Physical Therapy School Age - Elementary		0.027	0.027
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Vocational	4012	0.041	0.041

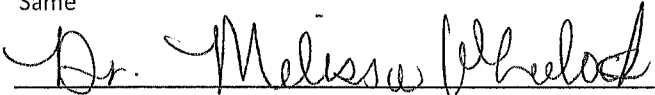
Contracted Nonreimbursable Preschool Services		2020-21 Percent Per District	2021-22 Percent Per District
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	0.0290	0.0290
SpEd Supervision Birth - 2		0.0290	0.0290
D/E Audiology Ages 3 - 4	1003	0.0020	0.0020
D/E Audiology Birth - 2		0.0020	0.0020
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	-	-
D/E Psychology Birth - 2		-	-
Occupational Therapy Ages 3 - 4	4006	0.0071	0.0071
Occupational Therapy Birth - 2		0.0071	0.0071
Physical Therapy Ages 3 - 4	4005	0.0069	0.0069
Physical Therapy Birth - 2		0.0069	0.0069
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-

signature of authorized school representative

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

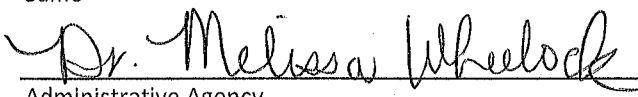
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	Cooperative Program Participant Representative	Date:

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Special Education Preschool Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

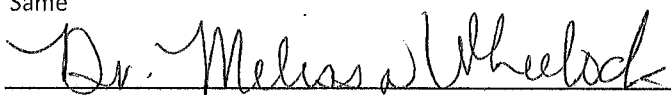
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	Cooperative Program Participant Representative	Date:

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

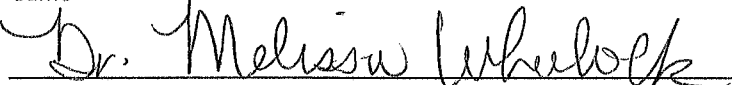
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	Cooperative Program Participant Representative	Date:

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Deaf Education Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

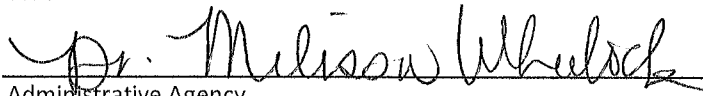
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

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. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	01 / 6 / 2021

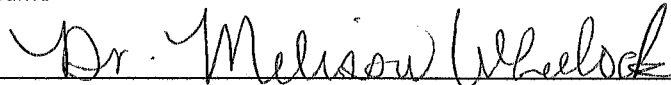
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number:	10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490		
Phone:	308-856-4300		
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent		
Name / Title of Contact Person:	Same		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	_____
	Cooperative Program Participant Representative		

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Physical Therapy Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

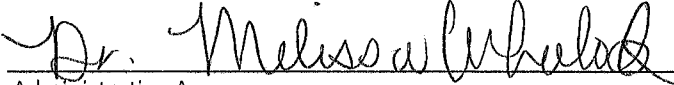
Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	Cooperative Program Participant Representative	Date:

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

Part VI:

Cooperative Program Participant:	Elm Creek Public Schools	School District or ESU Number: 10-0009
Address:	230 East Calkins Ave., PO Box 490 Elm Creek, NE 68836-0490	
Phone:	308-856-4300	
Name / Title of Cooperative Program Participant Representative:	Dr. Bret Schroder, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

Elm Creek Public Schools



Support Staff Handbook

Mission Statement

At Elm Creek Public Schools we will:

- Be Kind
- Be Respectful
- Be Responsible
- Be Trustworthy
- Be Accountable
- Be Honest
- Give Great Effort

Live **Blue**, Love **Gold**

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SCHOOL BOARD

JC Ourada, President

Alicia Beavers, Vice President

Lynette Mitchell, Secretary

Morgan Fouts, Treasurer

Jeff Meads

Dana Steiner

ADMINISTRATION

Dr. Bret Schroder, Superintendent

Terah Williams, Elementary Principal

Cory Spotanski, High School Principal

RULES AND REGULATIONS CONCERNING SUPPORT STAFF PERSONNEL

The Board, upon recommendation of the Superintendent, shall employ, assign, transfer, reclassify, and terminate the service of support staff personnel and approve rules and regulations governing their employment.

This handbook is intended to provide general information about the operation, practices, and procedures of the school district. **It is not a contract, and should not be relied upon as such.** The Board of Education may change policies at any time, and the administration may change rules, regulations or handbook provisions at any time. Copies of board policies are available on our website, www.elmcreekschools.org. If you have questions about the handbook or policies, direct your questions to the building principal or superintendent of schools.

EMPLOYMENT

Support staff personnel are hired as “at will” employees and the duties of the employee are subject to the assignment by the Superintendent and the employee’s supervisor. The offer of employment creates no property right in continued employment.

EMPLOYMENT YEAR

The employment year for support staff employees will be from August 1 to July 31.

JOB CLASSIFICATIONS

Classifications of job categories for support staff will be as follows:

1. Bookkeeper
2. Maintenance/Head Custodian
3. Custodian
4. Secretary
5. Food Service Director
6. School Nurse
7. Van Driver
8. Food Service Technician
9. Para-educator
10. Bus Driver

SALARY SCHEDULE

All employees placed on the support staff salary schedule shall receive their new salary status and classification in conjunction with the new school year for the school district. Any new salary shall be effective beginning with September paychecks of each year and continue without change unless by action of the Board at a regularly scheduled meeting, until the end of the August payroll period.

Initial wage placement for hourly employees will be according to rates determined annually by the Board of Education. Salary adjustments for all support staff will be considered prior to the beginning of the new school year.

SUBSTITUTE PAY

Temporary and substitute employees will be paid according to the salary schedule approved by the Board of Education. All substitutes who work at the same assignment for more than ten consecutive days will receive the substitute rate of pay plus \$.50 per hour beginning with the eleventh day. Leave benefits applying to the job in the care of the substitute, if the substitute has held that position during the entire sixty (60) days, may be hereinafter granted to that substitute.

PARAS SUBBING FOR TEACHERS

If a para is also a certified teacher and substitutes for a teacher during the teacher's prep time, the para is paid \$20 per hour. A para subbing for a teacher for 5 hours/periods or longer will receive the daily sub rate of \$125 for the day and may be asked to return to their normal duties after the subbing request has been fulfilled for the day.

PAYROLL

All personnel shall be paid once each month, through direct deposit, on the twentieth (20th) day of the month or the Friday before the 20th if the 20th falls on a weekend. The pay stub reflects time worked from the first of the preceding month to the end of that month.

It is the responsibility of the employee to be sure that the account numbers and routing numbers are current and correct for direct deposit.

TIME CLOCKS

Hourly employees shall clock in daily using the technology provided. If time management technology is not available in the work area, personnel shall turn in time cards weekly; such cards shall be signed by the employee's immediate supervisor to verify the work record on the time card. **It is the responsibility of the employee to clock in and out and to be sure all necessary information is approved and submitted to the Business Office by the 15th of the month no later than 4:00 PM in order to be paid on the 20th of the following month.**

OVERTIME

All overtime work must be approved by the immediate supervisor before the work is performed. Any overtime work performed without prior approval from the immediate supervisor will result in disciplinary action including up to termination of employment.

Hourly employees will be paid at the rate of one and one-half their normal rate of pay for any hours considered overtime based on the regulations established by the IRS.

COMPENSATORY TIME

Compensatory time may be taken in lieu of payment for extra hours worked, if proper forms are filed. No more than 150 hours may be accumulated at any one time. A week shall be defined as Sunday through Saturday.

WEATHER DAYS

Employees shall remain home as a standard of practice unless specifically requested to do so. No sick leave or other leave will be granted during such days unless the employee has been

specifically required to report for work and cannot because of illness or other reasons as allowed by other Rules and Regulations. Personal leave may be granted upon request to hourly employees for weather days. Twelve-month employees may request vacation during school cancellation days unless specifically requested to report to work.

PHYSICAL OR MENTAL EXAMINATION

A physical or mental examination may be required at any time by the Board of Education if a question arises regarding an employee's health interfering with his or her adequate contractual performance. Such examination shall be at the board's expense and performed by a physician who shall be named by the board. The results of the examination shall be provided to the Board of Education, in compliance with the Privacy Act. A physical may also be required as part of a person's assignment such as bus or van driving. In these instances the employee must go to the district approved provider if the district is to pay for services rendered.

TERMINATION OF EMPLOYMENT

COMPENSATION UPON TERMINATION

The offer of employment creates no property right in continued employment and may be terminated by either party, with or without cause or hearing, upon giving two (2) calendar weeks' notice. The Superintendent may, acting upon his or her own initiative, terminate the employee's employment and such termination will be effective two (2) calendar weeks from the date of the Superintendent's notice.

HEALTH INSURANCE

TWELVE MONTH EMPLOYEES

Twelve-month (full time) employees are eligible for single insurance.

NINE TO ELEVEN MONTH EMPLOYEES

Starting in August 2021 the Elm Creek School District will no longer offer cash-in-lieu or health insurance to employees working less than 12 months per year in a full-time capacity. Support staff employed by the district prior to the 2021-2022 school year shall receive half of the current cash-in-lieu payment during the 2021-2022 school year. Beginning with the 2022-2023 school year no support staff working less than 12 months will receive cash-in-lieu or be granted health insurance as part of their compensation.

LONG-TERM DISABILITY INSURANCE

All support staff employees who work 20 hours a week or more will be covered under the long-term disability insurance plan of the district at no cost to the employee.

403B TAX SHELTERED SAVINGS

All employees who work at least 20 hours per week during the school year may contribute to a 403B approved account through a pre-tax payroll deduction. This allows the employee to save extra money for retirement on a tax-deferred basis. To initiate this deduction please contact the superintendent and district bookkeeper.

RETIREMENT

According to regulations from the Nebraska Public Employee Retirement System (NPERS), employees who work twenty (20) hours a week or more must be enrolled in NPERS. As a member of NPERS, employees contribute a percentage of their gross compensation. The employee contribution rate is set by the Public Employees Retirement Board. **The district is required by retirement law to contribute to NPERS at the rate of 101% of the employee contribution.**

HOLIDAY PAY

All support staff who work 30 hours a week or more will receive pay for approved holidays, which fall in their normal work schedule. If the holiday falls on a Saturday, the Friday before the holiday will be observed as the holiday. If the holiday falls on a Sunday, the Monday following the holiday will be observed as the holiday. Approved holidays are as follows:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (12 month staff)

PAID VACATIONS

Support staff employees who work twelve months of the year will annually receive five days paid vacation, ten days paid vacation after ten years of continuous service, and fifteen days paid vacation after twenty years of continuous service. Due to the work to be done during the summer months and the need for employees to be on duty during scheduled

school days, employees must complete the necessary leave requests and arrange all vacation time with their immediate supervisor.

LEAVES

Support Staff will be granted appropriate leave based on the descriptions listed below. **New employees must work one month before they can take any leave.**

SICK LEAVE

An employee shall be granted leave for personal illness, non-elective surgery, or other conditions resulting in disability in the following manner. (Pregnancy-related disability and illness shall be considered a disability under this provision).

IMMEDIATE FAMILY

For the purpose of the sick leave provision, immediate family shall mean the employee's spouse, mother, father, dependent child (dependent according to IRS), or spouse's mother or father.

USE FOR FAMILY MEMBERS AND DEPENDENT CHILDREN

Sick leave may be used for absence necessitated due to the following reasons:

1. Required hospitalization or doctor recommended hospice care of a member of the employee's immediate family;
2. Physician recommended home health care of a member of the employee's immediate family;
3. The care of an employee's dependent child (26 years of age and under) who is confined at home due to a physician's orders; or
4. The care of a dependent, handicapped child living with the employee regardless of the age of the child.
5. Sick leave may be used for an employee to accompany an immediate family member to doctor and dental appointments.

NUMBER OF DAYS

Each month of work support staff personnel will be credited with one sick leave day.

UNUSED SICK LEAVE

In June of each year support staff shall be paid for unused sick leave at a rate of \$40 per day.

CERTIFICATION OF ILLNESS, DISABILITY, OR ABILITY

Any employee who is absent for five (5) continuous contract days may be required to certify his or her illness, disability, or ability to perform duties with a physician's statement, which shall be filed with the Superintendent's Office. In the event of sixty (60) consecutive working days absent from work due to illness, the superintendent will review the employee's status with the district in regard to continued employment with the School District of Elm Creek.

PERSONAL LEAVE

Two (2) days of personal leave per year shall be made available to each employee, working full time, for no less than nine months. The administration shall grant leave requests in the chronological order in which they are submitted subject to the following requirements:

Except in the case of an emergency, an employee **must submit a written request for personal leave at least three (3) working days prior to the employee's intended day of absence.** Personal leave shall be granted in the order they are requested; however, the supervisor may limit the number of employees that may be absent on any given workday. All Personal leave requests are subject to approval of the supervisor and superintendent or the superintendent's designee.

EXCHANGE OF SICK LEAVE FOR PERSONAL LEAVE

A qualifying staff member has the option to exchange two accrued sick leave days in order to gain one additional day of personal leave. In order to qualify for an exchange the staff member:

1. Must have depleted all of their current personal leave days.
2. Must agree that the additional personal leave day, remains subject to existing requirements for use of personal leave.
3. May only make one such exchange per school year.

PROFESSIONAL LEAVE

Employees are encouraged to attend in-service meetings and other training sessions to receive continuing education. The immediate supervisor shall establish the criteria needed in order for an employee to be eligible to use this leave.

BEREAVEMENT LEAVE

1. Five days will be allowed for each occurrence if the immediate family is defined as spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, or grandchild.
2. Three days will be allowed for each occurrence if the immediate family is defined as brother, brother in-law, sister, or sister in-law

3. Two days will be allowed for each occurrence if the immediate family is defined as grandparent.
4. One day will be allowed for each occurrence if the immediate family is defined as aunt or uncle.
5. Staff may use one day of available sick leave for bereavement of other relatives or friends.

ADOPTION/MATERNITY LEAVE

Each day's absence for maternity or adoption leave shall result in the use of one day of accumulated sick leave. If accumulated sick leave is not available, unpaid leave is available under the Family Medical Leave Act. Under this act, staff must apply according to the procedures outlined in the law.

LEGAL AND CIVIC DUTY LEAVE

Employees summoned for jury duty are granted paid leave for that period of time. However, any money received for jury duty other than for personal expenses such as "travel" must be reported to and verified in the business office. Any compensation received for serving on jury duty, less personal expenses will be deducted from the regular paycheck from the district. The following stipulations apply:

1. The employee must not be a litigant in court action or proceeding.
2. The employee must present to the Business Office the actual notice to appear for jury duty.
3. The employee must be scheduled to work on the day of court.

BOARD OF EDUCATION POLICIES

A complete set of board policies is in effect which serves to provide direction in the overall operation of the schools. All staff is advised to become familiar with, understand and adhere to board policy. Copies of board policies are available on our website www.elmcreekschools.org.

ACCIDENTS TO EMPLOYEES

Should you be injured while on duty the accident should be reported to your supervisor within 24 hours. Report of Injury forms must be completed as soon as possible and submitted to the Superintendent's Office.

ALCOHOL AND DRUG-FREE WORKPLACE

(Board of Ed. Policy #4002)

SCOPE AND POLICY

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

SMOKING

Pursuant with Board of Education Policy #3016, Smoking, including the possession or use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

DISCRIMINATION GRIEVANCE PROCEDURE

Complaints of alleged discrimination of race, age, creed, national origin, sex, or disability are to be directed to the Superintendent Office.

Any public school employee of the School District of Elm Creek who alleges discrimination on the part of the school district, Board of Education, administrator, or staff may follow the procedures outlined in resolving the alleged complaint or grievance.

Refer to the grievance procedure for discrimination, Board of Education Policy #2006 and/or 4001.

SEXUAL HARASSMENT

It shall be the policy of the Elm Creek Public Schools to provide an environment free of sexual harassment of employees, applicants for employment, and students on any work premises where the District has total control of the premises or can otherwise lawfully exert its jurisdiction. If prescribed acts as are set forth in this policy occur on such premises, the superintendent or his/her designee shall undertake immediate and appropriate action, within the bounds of the law, to punish as appropriate any violations of this policy or of applicable law pertaining to sexual harassment and shall undertake immediate and appropriate action to prevent any such conduct in the future.

As used in this policy, the word “employee” shall mean any person who is an employee, or any former employee who alleges to have quit, to have been fired, or to have been constructively terminated as a result of sexual harassment as that term is defined in this policy or by other applicable law.

As used in this policy, the word “student” shall mean any resident student of the district, any student being served by contract with another educational agency, or any other person of school-age attending the district for educational reasons.

The following acts are specifically prohibited by this policy:

1. Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to which is demanded by an employee of the District against any other person as a term of condition of obtaining employment.
2. Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to, or rejection of which by any employee is used as the basis for any employment decision such as, but not limited to, rate of pay, promotion, favorable evaluations, whether formal or informal or the conferring of job responsibility.
3. Conduct by any employee or employees of the same or opposite sex, which has as its purpose unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.
4. Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to or rejection of which by any employee of the District is used as a basis for any education decision pertaining to a student such as, but not limited to, conferring of a grade, credit, favor, or honor.
5. Conduct by an employee or employees directed against a student of the same or opposite sex which has an effect of interfering with the academic performance of the student, or creating an intimidating, hostile, offensive, or unsafe or unwholesome learning environment.
6. Conduct by a student or any other person over whom the school district has control with such conduct being directed against a student of the same or opposite sex and which conduct has an effect of interfering of academic performance of the student, or creating an intimidating, hostile, offensive, or unsafe or unwholesome learning environment.

It shall be the policy of the District to receive information from any person concerning allegations of conduct prohibited by this policy on a form which shall be distributed to all employees of the District at the commencement of their employment or as soon thereafter as is reasonable or within a reasonable time following the operative date of this policy, whichever date is applicable.

The availability of the form shall be made known to all students in grades Pre-Kindergarten through Twelfth. Information pertaining to the availability of such complaint forms shall be made known to the parents of all other students in a reasonable manner. An adequate number of copies of the complaint shall be maintained within the superintendent's control and shall be available to any person protected by this policy. Upon receipt of any complaint upon the form prescribed by this policy, the superintendent shall be informed of the allegation within 24 hours of the said report. At all times, the information that is given, and any report thereof must and will be kept confidential between the parties. At this point, the superintendent and his/her designee shall confer with the person or persons against whom the complaint has been lodged and shall give such person or persons a fair opportunity to present his or her version of the facts involved in the complaint, as well as to be informed of the name of the complaining party, the allegations of the complaining party, the names of all corroborating or refuting witnesses, as

well as any statements or allegations made by any such witnesses which are known to the superintendent or his/her designee.

Upon the conclusion of such investigation, the superintendent shall take such immediate and appropriate action as is required in his or her discretion within the bounds of the law. Nothing in this policy shall be construed to require the superintendent to take disciplinary action, not within his or her legal authority. In the event action is required, which by law would require Board action, the superintendent shall undertake such proceedings as may be required by law to bring before the Board such a matter of proposed discipline involving the person against whom the complaint was lodged.

The Board by this policy also recognizes a desire to protect its employees against non-employees at the workplace as well as to protect non-employees from employees at the workplace. From time to time as deemed appropriate, the superintendent shall address the subject of sexual harassment with the employees of the District by way of in-service training, selected by the superintendent or his/her designee to make known the contents and application of this policy. While this policy shall not be construed to obligate the District to take actions other than are required by law to prohibit and prevent sexual harassment, it is the spirit of this policy to undertake all reasonable effort to prohibit sexual harassment in the workplace regardless of by whom it is perpetrated and regardless of by whom it is suffered.

Nothing in this policy, not any of the terms and conditions attendant to the complaint or used by the District, not terms or conditions of the consent form used by the complaining party shall be construed to prevent the superintendent or his/her designee from engaging in other

action against any person engaging in conduct prohibited by this policy to authorities other than the administration or Board of Education of the District when such action is required or permitted by law. Such actions may be, but are not limited to, providing information to any appropriate prosecuting authority, filing a report concerning any incident complained of with appropriate agencies, including, but not limited to, the Professional Practices Commission, the Nebraska Department of Education, the U.S. Office of Education, and any appropriate departmental office of civil rights. Notwithstanding the duty placed on the superintendent or his/her designee to accommodate the right of privacy of any complaining party, the superintendent or his/her designee shall be permitted by this policy to make such disclosure to witnesses, agencies, prosecutorial personnel, the Board of Education, and any other person entitled or obligated to be informed of any complaint brought under this policy when any state or federal statute, applicable case law, applicable agency state or federal statute, applicable case law, applicable agency law or any other appropriate body of law mandates such reporting.

It shall further be the policy of the District to strictly prohibit the use of any electronic medium including, but not limited to, the Internet, telephones, electronic mail, fax machines, or any other means of communicating electronically in such a manner as to create a hostile working environment. It shall be contrary to this policy to use any electronic medium for such purposes as, but not limited to, uttering profane messages, uttering sexually explicit or sexually innuendo oriented material, soliciting romantic involvement, uttering obscene or offensive material of a

sexual nature in any manner. It shall be the policy of the District that this prohibition shall run as to all interpersonal communications of the District and this prohibition shall run to such persons whether or not prohibited communications as described in this paragraph arise to the legal standard of sexual harassment or not.

Nothing in this policy shall be construed to prevent the superintendent or his/her designee from taking any remedial action as is in the best interest of the District toward the goal of preventing sexual harassment of employees of the District in the workplace (Ref. Board of Ed. Policy #3057).

OTHER WORK REGULATIONS

A school district must follow certain regulations to maintain a proper and efficient work atmosphere. The following rules should be carefully read and understood by all employees. Violation of these rules may be cause for dismissal.

DEFINITIONS OF TERMS

1. Probation – a period of no more than three weeks duration during which an employee's work and work attitudes will be reviewed on an intensive basis to assist

the employee to improve and to provide additional information regarding continued employment or termination of employment.

2. Suspension Without Pay – A period of no more than four weeks duration during which an employee is suspended from work without pay or fringe benefits. During a suspension without pay, the employee does not earn any credit toward the accrual of sick leave or other benefits dependent upon the duration of employment.
3. Discharge – Termination of the employment relationship.

PERSONAL CONDUCT

Consideration for the rights of others requires that each employee act in a respectable and orderly manner. Violence, foul language, fighting, horseplay, and other objectionable or unfavorable conduct will not be tolerated and may be subject to termination.

COMPUTER USAGE

STAFF MEMBERS USE OF INTERNET AND EMAIL

Staff members may use the internet as a means to locate information for use in the classroom as well as the development of the curriculum. All school employees will adhere to applicable laws, school district policy, copyright laws, and the rights of software publishers, license agreements and privacy, such as confidentiality of student data, created by federal and state law. The district reserves the right to access all computers including any software programs and data files and/or creations of any descriptions which reside on district computers and/or storage media.

The following are **strictly prohibited** for all school employees:

1. Any offensive messages.
2. Personal, commercial or religious messages.
3. Installation of unauthorized hardware or software.
4. The streaming of audio/video not pertaining to legitimate educational use.
5. Use of email, Facebook, Twitter, Instagram, Snapchat, etc., at any time for any purpose other than school-related business.
6. Giving any student passwords for access to emails, access to any server or restricted programs within the district except as authorized by the superintendent.
7. Accessing of any obscene, pornographic or otherwise inappropriate material on a district-issued device or through the District's network.
8. Purchasing, ordering or selling of items or services by anyone unless for district business.
9. The use of eBay or similar sites for buying, selling or bid notification other than school business.

10. Engaging in hacking or other attempts to otherwise compromise any computer or network system security.
11. Engaging in any illegal activities on the internet.
12. Violation of any copyright laws.
13. Unauthorized use for solicitation or proselytization for commercial, religious, political, personal or any other non-school related activities.

Staff members shall not view any internet sites other than accidental pop-ups or accidental linking for anything other than school-related business during the normal school staff hours (8:00 A.M.-4:00 P.M.) Guidelines for using the internet outside the school hours are subject to prohibited items listed above. School employees may forward any non-school related emails received at a school business address to his/her personal email address. Forwarding to a listserv or any other addresses is prohibited.

PHONE USAGE

Any phone calls/texting should be limited to school business. Staff members should not use the school phone lines for any personal long-distance calls.

HONESTY

Each person is expected to respect the property of the school district and of fellow workers. Theft of even the smallest item, as well as any other act of dishonesty, is strictly prohibited.

PERSONAL APPEARANCE

Neatness and good taste in an employee's dress contribute greatly to the impression made upon students, fellow employees, and visitors to the school. Wearing apparel should be based on your working conditions. Your supervisor will instruct you as to specific wearing apparel for safety purposes. Employees are expected to maintain their wearing apparel and personal hygiene in a business-like manner.

EQUIPMENT CARE

You are required to take the best possible care for the equipment with which you work. All employees are requested to cooperate in keeping the premises and equipment as clean and orderly as possible at all times.

SAFETY

All employees are expected to follow common-sense safety practices, which will protect themselves and others from injury.

PROHIBITED PRACTICES

The following are examples of unacceptable behavior. There may be additional types of behavior, which cannot be tolerated on the job, or on school premises and will be handled accordingly. Failure to abide by these guidelines may result in disciplinary action or immediate discharge.

1. Distracting employees from their work. This includes loud or prolonged talking and unauthorized soliciting.
2. The unauthorized posting, defacing or removing messages on school premises.
3. Insubordination; refusal to follow policy, rules, or orders.
4. Leaving the place of work during working hours without permission.
5. Abuse, misuse, or deliberate destruction of school property or equipment or the property of other employees in any manner.
6. Violating safety rules or safety practices.
7. Taking more than allocated time for breaks.
8. Working overtime without prior approval.
9. Continually clocking in late or clocking out late.
10. Stopping work or making preparations to leave work before the end of work hours.
11. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, the school, or its services.
12. Disorderly conduct or use of abusive language on school premises.
13. Not attending to assigned duties.
14. Immoral conduct.
15. Improper usage of internet, email, or phone.
16. Chronic absenteeism

DISCIPLINE

Disciplinary action is based upon the degree or severity of the problem and is intended to correct or improve the performance and/or behavior of an employee. This action may be in the form of an informal talk with the supervisor, a verbal warning, a written warning, suspension, or discharge depending upon the severity of the offense.

The employee's supervisor shall have the authority to issue verbal warnings, written warnings, and reprimands, and to recommend probation, suspension without pay and discharge. The superintendent of schools shall have the authority to place an employee on probation, suspend an employee without pay or discharge an employee. Prior to issuing a written warning, instituting probation, imposing a suspension without pay or discharging the employee, the supervisor or superintendent of schools shall advise the employee of the charges, discuss the misconduct and consider the employee's version of the facts. Following such a conference, the supervisor or superintendent of schools may impose the disciplinary action which, he or she, in his or her sole discretion deems appropriate.

OTHER TERMS OF EMPLOYMENT

NON-SCHOOL EMPLOYMENT

Employees are responsible for devoting full-time energy and attention to job duties during hours of employment. Each employee is responsible for arriving at work capable of performing work efficiently and effectively.

RECEIVING AGENTS OR SALESMEN

No school employee shall visit with or discuss business matters of a personal nature with any representative during the hours the employee is on duty in the school, except by special permission of their immediate supervisor.

PURCHASING

Any employee who orders any items for the school without express authorization of their immediate supervisor or superintendent may be personally liable for payment of the amounts billed for such items.

PERSONNEL RECORDS

An individual personnel file shall be maintained for all support staff employees in the administration office. The right of access to one's individual personnel file and the right to attach a written response to any item included in such file, except with respect to any letters of recommendation solicited by the employee which may appear in said file, will be granted to the employee upon request during regular office hours. No other person, except school officials while engaged in their professional duties, shall be granted access to said personnel file nor shall the contents thereof be divulged in any manner to any unauthorized person.

EVALUATION OF PERFORMANCE

Immediate supervisors and school administrators, in appropriate instances, shall annually evaluate the performance of support staff on the basis of job description requirements and submit recommendations to the superintendent regarding the reemployment of support staff personnel. It shall be the responsibility of the superintendent to assure completion of such recommendations to the Board following appropriate discussion and consideration. Each support staff member will annually receive a notice prior to August 1 of the employment terms for the ensuing year.

VOLUNTARY TERMINATION

Persons desiring to terminate their employment with Elm Creek Public Schools may have an exit interview with the Superintendent prior to leaving. The request for termination should be in writing and given to the superintendent at least two weeks prior to actual separation from services.

NONDISCRIMINATION IN EDUCATION PROGRAMS & ACTIVITIES

It is the policy of the Elm Creek Public Schools, not to discriminate on the basis of race, national origin, creed, age, marital status, sex, or disability in its educational programs, activities, or employment policies as required by Titles VI and VII of the 1964 Civil Rights Act, Title IX of the 1992 Education Amendments, the Section 504 Rehabilitation Act of 1973 and the Nebraska Educational Opportunity Act.

Any person who believes she or he has been discriminated against, denied a benefit, or been excluded from participation in any district education program or activity on the basis of sex, race, or handicap in violation of this policy may grieve such matters using the adopted grievance procedures of this district. Such procedures shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

Inquiries regarding compliance with Title IX, Section 504, Title VI or the Nebraska Equal Opportunity in Education Act may be directed to the Superintendent or in the case of Title IV and the Section 504 Rehabilitation Act to the Director of the Region VII Office for Civil Rights.

HOURLY POSITIONS Base Pay

Para

Years	High School Diploma	Associates Degree
1-4	\$13.29	\$13.54
5-9	\$13.39	\$13.64
10-15	\$13.49	\$13.74
15+	\$13.59	\$13.84

Custodian

1-4	14.50
5-9	14.60
10-15	14.70
15+	14.80

Secretary	\$15.34
District Bookkeeper	\$22.48
Bus Driver	\$24.02 drive time/12.00 sit time
Substitute Teacher	\$125.00 per day
Nurse	\$29.66 per hour
Substitute Cafeteria	\$12.00 per hour
Substitute Para	\$13.00 per hour

Board of Education Counter Offer

- 183 day contract
- Raise base \$550 from \$35,850 to \$36,400
- Cash in Lieu -- no "double dipping" -- Full family dental insurance will be provided to married couples that both work in certified positions for the district
- Add strive at 2% on the Extra Duty Schedule
- Insurance increase paid by the district

-The Elm Creek Education Association has voted and passed the Board of Education Counter Offer listed above.

-ECEA accepts the offer listed above for the 2021-2022 education year.



Jayce Dueland
ECEA President