

Board of Education Regular Meeting

Monday, May 9, 2022 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
 - 3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.
4. Roll Call
 - 4.1. - Excuse Absent Board Members
5. Approval of Agenda
6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

7. Consent Agenda
 - 7.1. Elm Creek Public Schools Mission Statement:
At Elm Creek Public Schools we will:
Be Kind
Be Respectful
Be Responsible
Be Trustworthy
Be Accountable
Be Honest
and Give Great Effort.
 - 7.2. Minutes
 - 7.3. Claims
 - 7.4. Staff Adjustments
 - 7.4.1. **Agriculture Teacher and FFA Sponsor position to Danie Brandl for the 2023-2024 school year**
 - 7.5. Treasurer's Report
 - 7.6. Policies Reviewed this month include all policies in the 1000 and 2000 range. No significant changes were made that would change the meaning or purpose of any policy.
8. Information Items
 - 8.1. ESU Contracts

- 8.2. Copier Contract
- 8.3. Bauer Underground
- 8.4. NPPD Electrical Work
- 8.5. Purchase of a van
- 9. Action Items
 - 9.1. ESU10 Service Contracts
 - 9.2. Eakes Copier Contract
 - 9.3. Bauer Underground to bore a channel for burying electrical lines.
 - 9.4. NPPD Electrical to bury run the electrical lines below ground.
 - 9.5. Approve the purchase of a mini van not to exceed \$39,000.
- 10. Reports
 - 10.1. Superintendent's Report
 - 10.1.1.
 - Strategic Plan Update
 - Construction Update
 - 10.2. Principals' Report
 - 10.2.1.
 - School Improvement External Review Report
 - 10.3. Board Committees
 - 10.3.1. **April 13th @ 5:30 - Curriculum and Technology (School Improvement Presentation and Interviews with review team)**
 - 10.3.2. **April 27th @ 5:00 - Building, Grounds, and Transportation Committee**
 - 10.3.3. **May 4th @ 3:00 - 7:00 - Board Retreat/Strategic Planning**
- 11. Next Regular Board Meeting
- 12. Adjournment

Board of Education Regular Meeting

Monday, April 11, 2022 6:00 PM

1. Call to Order

Meeting Called to Order by Board President, Alicia Beavers at 6:00 PM

2. Flag Salute

3. Open Meeting Act

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

4. Roll Call

4.1. - Excuse Absent Board Members

5. Approval of Agenda

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

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

6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

1. **Kris Tool-Elm Creek Mathematics Teacher**-Speaking on Behalf of the ECEA (Elm Creek Education Association), they hope to host a School Board Candidate Review Night. So, people in our district can meet the candidates.
2. **Jack Moles- NRSCA**-Presented as item 8.1 a handout to the board with information regarding all the benefits that NRCSA provides the school district.
3. **Marvyn Reichert-Citizen**- discussed the construction and wanted an update and also was curious about where we were on the hiring of the Industrial Arts position.

7. Consent Agenda

Motion to Approve the Consent Agenda which includes all of section 7 on the agenda. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

7.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

Be Kind

Be Respectful

Be Responsible

Be Trustworthy

Be Accountable

Be Honest

and Give Great Effort.

7.2. Minutes

7.3. Claims

7.4. Staff Adjustments

Resignation: Jonathan Bouc - .5 CTE Teacher and .5 para

Substitute Teacher Application:

Substitute Teacher: Sarah Waite

7.5. Treasurer's Report

7.6. Policies reviewed by committee (These policies were reviewed by the committee and only grammatical changes were made.)

5001 - Compulsory Attendance and Excessive Absenteeism

5002 - Admission of Students

5004 - Option Enrollment

7.7. Current and Former Board Members participating in the district health insurance at their own expense.

Morgan Meier
JC Ourada
Denise Ourada

8. Information Items

8.1. Jack Moles will present on NRCSA and legislative issues facing education.
Presented during public comments

8.2. Presentation on 6th - 12th grade science adoption.
Discussion by Micki Fries and Cathy Stankovic about how they decided what science text books/
curriculum to adopt for next school year.

Looked at 10 different curriculums and narrowed them down. The one they decided on is online and all digital. Each student has a notebook that is shared with the teacher. Students can have the text read to them in their native language. Links to Google Classroom. It has links embedded so students can drill down and learn more on the topic. Discovery has a good support team. We will also provide training to teachers on how to use the curriculum.

Board President, Alicia Beavers, Thanked Micki and Cathy for spending time on the decision-making process.

8.3. Adjust the support staff handbook to include pay increases for various positions.
Discussion on pay increase for the ECPS Support staff. Dr. Schroder discussed.

8.4. Pay increase for Elementary Principal at a rate of 4.5%.
Discussion on pay increase for elementary principal at 4.5%

8.5. Pay increase for Superintendent at a rate of 3.5%.
Discussion on pay increase for Superintendent at 3.5%

8.6. First Read of Policy 4019 - Workplace Injury Prevention and Safety Committee
Nothing major has changed with this policy. This policy is to ensure the safety of our staff.

9. Action Items

Motion to approve Ryan Harbur to replace Dana Steiner. This motion, made by Alicia Beavers and seconded by Jeff Meads, Passed.

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

9.1. Appoint Ryan Harbur as Elm Creek School Board Member to fulfill the vacancy caused by a recent resignation.

Make a motion to appoint Ryan Harbur to the Elm Creek School Board to fulfill the vacant position. This motion, made by Alicia Beavers and seconded by Jeff Meads, Passed.

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

9.2. Approve the adoption of Discovery Education for grades 6 - 12.

Motion to Approve the adoption of Discovery Education for grades 6 - 12. This motion, made by Ryan Harbur and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.3. Pay increase for support staff as set in Support Staff Handbook.

Make a motion to approve the new pay structure as stated in the 2022-2023 support staff handbook. This motion, made by Jeff Meads and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.4. Pay increase of 4.5% for Elementary Principal.

Make a motion to approved a 4.5% pay increase for the position of elementary principal. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.5. Pay increase of 3.5% for Superintendent.

Make a motion to approve a 3.5% pay increase for the position of superintendent. This motion, made by JC Ourada and seconded by Ryan Harbur, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.6. Policy 4019 - Workplace Injury Prevention and Safety Committee

Make a motion to approve policy 4019 Workplace Injury Prevention and Safety Committee. This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. Reports

10.1. Superintendent's Report

Update on elementary construction project
Strategic Planning Session on May 4th at 3:00 p.m.

10.2. Principals' Report

Discuss end of year plans

The external School Improvement Review is this week, April 13th & 14th.

Thank you to all the teachers and staff for input on the school improvement process.

10.3. Board Committees

March 30th @ 4:00 - Building, Grounds, and Transportation Committee

March 30th @ 6:30 - Finance

April 6th @ 5:00 - Policy and Negotiations

11. Next Regular Board Meeting

May 9th at 6:00 p.m. in room 810 of the high school

12. Adjournment

Motion to adjourn the meeting at 6:54 PM. This motion, made by Alicia Beavers and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

Board of Education Strategic Planning

Wednesday, May 4, 2022 3:00 PM

1. Call to Order

Vote to Excuse Morgan Fouts from the meeting. Reconciled to Nay for JC and Ryan. This motion, made by Alicia Beavers and seconded by Jeff Meads, Passed.

Ryan Harbur: Nay, JC Ourada: Nay, Alicia Beavers: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea

2. Flag Salute

3. Open Meeting Act

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

4. Roll Call

5. Approval of Agenda

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

Alicia Beavers: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

6. Information Items

6.1. Marcia Herring from the Nebraska Association of School Boards will lead this work session to begin developing a strategic plan for Elm Creek Public Schools.

Marcia Herring Discussed beginning strategic planning with the board and the process.

7. Adjournment

motion to adjourn the meeting at 6:41 PM. This motion, made by JC Ourada and seconded by Ryan Harbur, Passed.

Alicia Beavers: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

Check Register by Checking Account

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
18592	05/05/2022				ALPHAREH	ALPHA REHABILITATION P.C.	2,838.11
18593	05/05/2022				BLACKHILLS	BLACK HILLS ENERGY	1,893.13
18594	05/05/2022				WALMAR1554	CAPITAL ONE	240.97
18595	05/05/2022				CENTURY	CENTURYLINK	378.12
18596	05/05/2022				USBANK90	CORPORATE PAYMENT SYSTEMS	2,587.59
18597	05/05/2022				EAKESOFF	EAKES OFFICE PRODUCTS	3,019.27
18598	05/05/2022				ECOLAB	ECOLAB PEST ELIMINATION	71.01
18599	05/05/2022				ESU10	EDUCATIONAL SERVICE UNIT 10	2,574.68
18600	05/05/2022				EDUSPIRE	EDUSPIRE SOLUTIONS	154.11
18601	05/05/2022				FAMMEDICAL	FAMILY MEDICAL SPECIALTIES	149.00
18602	05/05/2022				FIRSTC	FIRST CARE MEDICAL	350.00
18603	05/05/2022				FOSTERC	CURT FOSTER	100.00
18604	05/05/2022				FOSTFA205	FOSTER'S FAMILY FOODS	55.38
18605	05/05/2022				GREATM	GREAT MINDS	5,973.41
18606	05/05/2022				HOMETOWN	HOMETOWN LEASING	1,420.00
18607	05/05/2022				ISLANDSU	ISLAND SUPPLY WELDING	67.20
18608	05/05/2022				PEPPERJW	JW PEPPER	56.99
18609	05/05/2022				KELLYSA	KELLY'S SALES & AG SERVICE	850.00
18610	05/05/2022				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	742.50
18611	05/05/2022				LOCKMOBILE	THE LOCKMOBILE	47.40
18612	05/05/2022				LONGK	KATHY LONG	144.38
18613	05/05/2022				LINWELD	MATHESON TRI GAS	211.10
18614	05/05/2022				MCGRAW	MCGRAW-HILL COMPANIES	92.20
18615	05/05/2022				MEADL	MEAD LUMBER CO	4,513.26
18616	05/05/2022				MENARD430	MENARDS - KEARNEY	165.85
18617	05/05/2022				MOSAIC	MOSAIC	4,783.80
18618	05/05/2022				MOSTEK	MOSTEK ELECTRIC	65.00
18619	05/05/2022				NCSA	NE COUNCIL OF SCHOOL ADM	570.00
18620	05/05/2022				NECOUNADM	NEBRASKA COUNCIL OF SCHOOL ADM	375.00
18621	05/05/2022				NPPD	NEBRASKA PUBLIC POWER DISTRICT	3,926.29
18622	05/05/2022				NESAFETY	NEBRASKA SAFETY CENTER	325.00
18623	05/05/2022				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
18624	05/05/2022				PIONEERTE	PIONEER TELEPHONE	98.52
18625	05/05/2022				QUILL	QUILL	4.39
18626	05/05/2022				STATENE	STATE OF NEBRASKA	327.70
18627	05/05/2022				OKEEFELE	TK ELEVATOR CORPORATION	336.42
18628	05/05/2022				VALENSCH	VALENTINE COMMUNITY SCHOOLS	250.00
18629	05/05/2022				VILLAGEE	VILLAGE OF ELM CREEK	857.70
18630	05/05/2022				VILLAGEU	VILLAGE UNIFORM	122.64
18631	05/05/2022				WEXBANK	WEX BANK	3,358.34
18632	05/05/2022				WOODWARDS	WOODWARDS DISPOSAL SERVICE	25.00
18633	05/05/2022				YANDAS796	YANDA'S MUSIC	132.00

Check Type Total:	Check	Void Total:	0.00	Total without Voids:	44,403.46
Checking Account Total:	GENERAL	Void Total:	0.00	Total without Voids:	44,403.46
	Grand Total:	Void Total:	0.00	Total without Voids:	44,403.46

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS

FOR MAY 9, 2022

APRIL 2022 FINANCIALS

GENERAL FUND - ACCT NO. 137766

BANK BALANCE APRIL 1, 2022		\$	764,254.87
RECEIPTS			
	BUFFALO COUNTY - TAXES	\$	125,803.21
	MARSHALL, ADAM (SHED SALES)	\$	4,171.00
	Dawson County	\$	1,334.42
	EDUCATION QUEST - 8TH GRADE FIELD TRIP	\$	393.00
	ESU 10	\$	100.00
	OVERTON SCHOOLS	\$	4,364.47
	PRESCHOOL PAYMENTS	\$	450.00
	PHELPS COUNTY (MARCH)	\$	20,976.27
	STATE AID	\$	-
	STATE - SPED REIMBURSEMENT	\$	36,164.00
	TOTAL RECEIPTS	\$	193,756.37
	SAM/DUNS ACCOUNT CLOSE ACCT (REAP-1173)	\$	10,193.40
	TOTAL	\$	203,949.77

AVAILABLE BALANCE \$ 968,204.64

DISBURSEMENTS:

Bills Paid APRIL 11, 2022	\$	87,403.20
Mileage for External Visit	\$	361.53
Field Trips - Elementary	\$	309.00
High School UNK Visits (Meals)	\$	342.00
Payroll	\$	322,455.09
TOTAL DISBURSEMENTS	\$	410,870.82

BOOK BALANCE APRIL 30, 2022 \$ 557,333.82

DEPRECIATION FUND - ACCT NO 14832

Balance APRIL 1, 2022	\$	509,449.89
INTEREST	\$	-

BOOK BALANCE APRIL 30, 2022 \$ 509,449.89

UNEMPLOYMENT CD #2232

Balance APRIL 1, 2022	\$	11,422.26
MARCH INTEREST	\$	4.37
BALANCE APRIL 30, 2022	\$	11,426.63

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR MAY 9, 2022
 APRIL 2022 FINANCIALS

BUILDING FUND

Balance APRIL 1, 2022	\$	122,513.42
BUFFALO COUNTY	\$	4,710.01
DAWSON COUNTY	\$	63.52
RECEIPTS - PHELPS COUNTY	\$	833.55
INTEREST	\$	14.91
BALANCE APRIL 30, 2022	\$	128,135.41

BOND FUND (OPENED 11-12-09)

Balance APRIL 1, 2022	\$	216,117.28
BAIRDHOLM LLP (BOND COUNSEL FEES)	\$	(3,150.00)
BOK FINANCIAL (SET-UP FEES)	\$	(750.00)
BOND PRINCIPAL AND INTEREST PAYMENT	\$	-
RECEIPTS- BUFFALO	\$	16,576.48
RECEIPTS-DAWSON CO	\$	202.91
PHELPS COUNTY	\$	2,806.83
BALANCE APRIL 30, 2022	\$	231,803.50

SAM/DUNS ACCOUNT (REAP-1173)

Balance APRIL 1, 2022	\$	10,183.40
REIMBURSEMENT DORMANT FEES	\$	10.00
XFER TO GENERAL (CLOSE ACCOUNT)	\$	(10,193.40)
BALANCE APRIL 30, 2022	\$	-

ELEM CONSTRUCTION (NLAF)

Balance APRIL 1, 2022	\$	11,576,063.36
OAK CREEK ENGINEERING - SEWER RELOCATION	\$	(2,600.00)
WILKINS ARCHITECTURE - PLANNING	\$	(32,224.70)
DEBIT MEMO	\$	(22.78)
DIVIDEND REINVESTMENT	\$	444.69
BALANCE APRIL 30, 2022	\$	11,541,660.57

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS

FOR MAY 9, 2022

APRIL 2022 FINANCIALS

LUNCH FUND

BALANCE APRIL 1, 2022 \$ 34,133.37

RECEIPTS

LUNCH SALES (A la Carte)	\$	674.08
EFUND PAYMENTS	\$	-
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
SSO LUNCH-S4	\$	1,723.51
SSO LUNCH-S11	\$	16,458.05
SSO BREAKFAST	\$	4,352.95
SUPPLY CHAINS ASSISTANCE FUNDS	\$	10,872.20
TOTAL RECEIPTS	\$	34,080.79

AVAILABLE BALANCE \$ 68,214.16

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	13,065.29
Supplies	\$	570.75
Miscellaneous (Reimbursements, Bank Fees)	\$	-
Payroll	\$	9,221.01
TOTAL DISBURSEMENTS	\$	22,857.05

BALANCE APRIL 30, 2022 \$ **45,357.11**

MARCH BILLS ESTIMATE (As of 4-6-22)

CASHWA	\$	9,351.34
FOSTERS	\$	25.43
HILAND (MILK)	\$	1,885.33
MARCH PAYROLL (ESTIMATE)	\$	8,000.00
US FOODS	\$	918.08
VILLAGE UNIFORM (TOWELS ETC)	\$	73.60
	\$	20,253.78

MARCH NUTRITION FUND CLAIM (APRIL DEP) \$ 22,075.75

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR MAY 9, 2022
 APRIL 2022 FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

	Balance APRIL 1, 2022	\$ 23,062.19
GROUP A & B	RECT'S-GATE, DIST ACT, ENTRY FEES, RETURN CHNGE	\$ 661.60
GROUP C, D & E	RECT'S-FUNDRAISING	\$ 1,841.65
GROUP F	RECT'S - SALES, APPAREL PURCHASES	\$ -
GROUP G & H	RECT'S-FEES	\$ 3,319.29
GROUP A & B	EXPENSE-START CHNGE, OFFICIALS, ENT FEES	\$ (2,712.76)
GROUP C, D & E	EXPENSE-FEES AND APPAREL	\$ (2,104.15)
GROUP F	EXPENSE-BILLINGS(SALES)	\$ (1,196.70)
GROUP G & H	EXPENSE-FEES	<u>\$ (5,333.45)</u>
	 BALANCE APRIL 30, 2022	 \$ 17,537.67

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 Flow Report

School District #9

Page: 1

5/6/22

Regular; Processing Month 4/2022

User ID: LKJ

FUND NUMB	Account	BEGINNING CASH	REVENUES	EXPENSES	ENDING CASH
	SAMS	10,193.40	10.00	(10,203.40)	-
01	GENERAL FUND	164,123.37	3,515,034.74	(3,121,824.29)	557,333.82
02	DEPRECIATION	519,581.88	156.01	(10,288.00)	509,449.89
03	EMPLOYEE BENEFIT	11,383.88	42.75	-	11,426.63
05	ACTIVITY FUND	43,143.04	232,409.49	(258,024.86)	17,527.67
06	NUTRITION FUND	14,445.29	203,831.89	(172,920.07)	45,357.11
07	BOND FUND	457,715.09	358,618.41	(584,530.00)	231,803.50
08	BUILDING FUND	145,154.62	87,980.79	(105,000.00)	128,135.41
08	ELEM BLDG FUND	-	11,960,687.36	(419,026.79)	11,541,660.57
		1,365,740.57	4,398,084.08	(4,262,790.62)	1,501,034.03

1001 General Policy Statement

The organization, management, and control of this school district is vested in its board of education ("board"). To guide the board and school district operations, and to assist it and its designees in carrying out duties, the board will establish, maintain, and amend a set of policies.

Written board policies serve the following purposes:

1. Formally articulating the board's goals and long-term objectives.
2. Providing district administrators and staff with guidance in making decisions that affect students, employees and patrons of the district.
3. Informing the public of the manner that the board and district will conduct its business and its relationships with staff, pupils, parents and patrons.

To avoid unnecessary rigidity, these policies are stated in general terms. With the exception of statutory requirements or instances when the specific application of a policy is essential to the long-term welfare of the district, these policies are intended to provide administrators with the flexibility to apply them to a wide range of situations.

The policies are not the only guidelines for district operations. Specific regulations, procedures, and practices also help guide and govern actions and decisions. They must be consistent with policies, but serve a different purpose.

Exceptional Circumstances

The board cannot foresee every situation that may arise, and circumstances will occur when these policies provide inadequate guidance. In such circumstances, the superintendent should use his or her best judgment, and communicate with the board about the situation as soon as is convenient.

Validity of Policies

Each policy and its provision should be interpreted so that it is valid under applicable law. If a court determines that a provision of a policy is invalid, such invalidity shall not affect the remaining provisions of that policy.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

1002
Creation, Amendment, and Distribution of Board of Education
Policies

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

Each policy shall bear the date when it was adopted, revised or reviewed.

The superintendent shall distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site.

Annual Review

The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:

Parental Involvement Policy

Title I Parental Involvement Policy

(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)

Student Fees Policy

Bullying

Multicultural Education

Student Assessment

Teacher Evaluation

Student Academic Performance

Safety and Security Committee

Attendance and Excessive Absenteeism

The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

1003 Mission Statement

At Elm Creek Public Schools we will:

- Be Kind
- Be Respectful
- Be Responsible
- Be Trustworthy
- Be Accountable
- Be Honest
- Give Great Effort
- Love **Blue**, Live **Gold**

Operating principles that help fulfill our mission are set forth in staff handbooks.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2001 Role of the Board of Education

The board of education (board) is charged by the Legislature with the duty of providing public elementary and secondary education to the citizens of the district. The Legislature has also created the State Board of Education and the State Department of Education, and has delegated certain regulatory and advisory functions to them. The board is responsible to these agencies as specified by law.

The board's primary duties are: (1) to establish a mission, goals, and policies; (2) to establish and maintain school facilities; (3) to select a superintendent; (4) to adopt a fiscally responsible budget; and (5) to evaluate programs.

1. Establishment of Mission, Goals and Policies

The board shall concern itself with broad questions of mission, goals and policy, rather than administrative details. The application of policies is an administrative task to be performed by the superintendent of schools and his or her administrative staff, who shall be held responsible for the effective administration and supervision of the entire school district.

2. Establishment and Maintenance of School Facilities and Other Resources

The board is the legal agency through which the community works to provide the physical facilities, curriculum, instructional supplies and staff to enable the district's mission and objectives to be carried out. The board will establish and maintain school facilities necessary to educate the students of the district.

3. Selection of the Superintendent of Schools

The board will employ a superintendent of schools as the chief executive to whom it will delegate the administration of the school program. As the chief administrator for the board, the superintendent will implement board policies and supervise the day-to-day operation of the school system. The superintendent will keep the board informed of the implementation of the plans and policies, and will recommend changes to policies as necessary. The superintendent will furnish educational leadership to the board, the school staff, and the community.

4. Fiscally Responsible Budget

The board will annually adopt a fiscally responsible budget that will permit the district to accomplish its goals and objectives. The management of the financial program and the development of the proposed budget for the district is delegated to the superintendent.

The board will work for adequate and dependable financial support of the public schools, promotion of effective and efficient organization, and administration of the district.

5. Evaluation of Program

The board will evaluate, or cause to be evaluated, the progress and results of the educational program on a continuous basis. In making these evaluations, the board will seek and give appropriate weight to the superintendent's analysis and recommendations.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2002

Organization of the Board, Board Officers, Check Signing, and Committees

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
 - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
 - iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
 - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;

- ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - 2. Attendance or participation between the commencement of eighth grade and completion of

twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event;

viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

6. Vacancies

a. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2003
Development and Education of Board Members

1. New Board Member Orientation

- a. All new board members are strongly encouraged to attend new board member training and workshops.
- b. Sitting board members and the superintendent will assist each new member-elect to understand the board's functions, policies, and procedures before he or she takes office.

2. Ongoing Development and Education

- a. Board members provide the most effective service to the district when they are continuously updated on educational and legal issues. Attendance at meetings directly or indirectly related to education or school matters is encouraged for the value they have to the school system and the professional growth of board members.
- b. Board members are encouraged to engage in continuing education such as:
 - i. Participation in local, regional and state conferences and workshops such as meetings of the Nebraska Association of School Boards, the Nebraska Rural Community Schools Association, and the Nebraska Council of School Administrators.
 - ii. Participation in legislative sessions and related activities.
 - iii. Participation in national conventions such as the National School Boards Association and/or the American Association of School Administrators on a rotating basis among the members.
 - iv. Examination of other school facilities and their programs.

The superintendent shall notify board members of all relevant conferences and workshops, other local and regional meetings, and/or in-service activities.

Board members should refer to Policy 2007 for information on reimbursement for attendance at continuing education and training.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2004
Oath of Office

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I,, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

- a. Business with which a board member is associated shall include the following:
 - (1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.
- b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
- c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

- a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's

regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:

- (1) All district employees.
- (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

a. A board member may recommend for employment or supervise the employment of an immediate family member if:

- (1) The board member does not abuse his or her position.
- (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
- (3) The board makes a reasonable solicitation and consideration of applications for employment.
- (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
- (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

- (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
- b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
 - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
 - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

6. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the

board's opinion regarding a ballot question or from providing information in response to a request for information.

- (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
- (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:
 - (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below. Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted in writing to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal.

5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 calendar days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.

6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational

placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2007
Reimbursement and Miscellaneous Expenditures

1. Board members, employees, and volunteers of the school district are expected to maintain and enhance their effectiveness by being well-informed on issues affecting education. They are encouraged to attend education workshops, conferences, training programs, official functions, hearings, and meetings sponsored by the school district or state and national educational organizations which are helpful to them in performing their duties or which are in the best interests of the school district.

2. This board hereby gives prior approval for board members to attend meetings described in the preceding paragraph. Upon approval by the board president, or the superintendent or designee when the board president is unavailable, such board members may attend authorized meetings without further action or approval by the board, and shall be paid or reimbursed for registration costs, tuition costs, fees or charges, travel expenses, and costs of meals and lodging as permitted by law.

a. The superintendent or the superintendent's designee may authorize employees and volunteers to attend meetings described in the first paragraph and may authorize the payment of such registration costs, tuition costs, fees, charges, travel expenses, costs of meals, and/or costs of lodging as he or she deems appropriate and as permitted by law.

b. Expenses for attendance at any of the above activities shall be paid by the school district as allowed by law. The Board shall pay or reimburse attendees for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that such reimbursement is permitted by law.

c. The board authorizes the expenditure of funds for non-alcoholic beverages for individuals attending public meetings of the board and non-alcoholic beverages and meals for individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, and for any volunteers during or immediately following their participation in any activity approved by the board.

d. It is in the best interest of this school district to recognize service by board members, employees, and volunteers. The board authorizes the president, superintendent or the superintendent's designee to determine when and to whom plaques, certificates of achievement, flowers or other

items of value should be granted, provided that no such plaque, certificate, flowers or other item of value shall cost more than \$100.00.

e. Funds may be spent for one recognition dinner each year for elected and appointed officials, employees or volunteers of the school district. The maximum cost per person for such a dinner shall not exceed \$50.00.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the Beacon Observer, Kearney Hub or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board will require members of the public desiring to address the board to identify themselves with name, address, and reason for speaking.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2010
Preparation for Board Meetings

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2011
Membership in Organizations

The board may hold membership in organizations approved by the board.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2012 Board Code of Ethics

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2013 Violation of Board Ethics

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
 - a. Identify the provision of the code that the member has violated;
 - b. Propose how the member can remedy the violation;
 - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2014
Relationship with District Legal Counsel

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2015
[Intentionally Left Blank]

2016

Participation in Insurance Program by Board Members

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report shall be made available in the school district office for review by the public upon request.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

2017
Indemnification and Liability Insurance

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2022, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," and **ELM CREEK PUBLIC SCHOOLS**, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2022-23, 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 2021-22 and anticipated in 2022-23 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2022-23, commencing not earlier than August 1, 2022, and ending not later than August 20, 2023. The total dollar amount of this contract will be submitted to the district on or before July 1, 2022, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and 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 as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 17, 2022.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of 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 shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
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 and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
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 Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
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 has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2022 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which 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 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, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency 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 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, including in Schedule A. 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 or amended by mutual agreement.

ACCEPTED FOR ELM CREEK PUBLIC SCHOOLS SCHOOL AS DISTRICT

THIS _____ DAY OF _____ 2022

BY _____
President or Secretary of Board

ACCEPTED FOR EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY

THIS ___ DAY OF _____ 2022

BY _____

Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
 2022-2023
 Agency Code--950010

District Name: Elm Creek Public Schools

Contracted Reimbursable School Age Services	NDE Service Code	2021-22 Percent Per District	2022-23 Percent Per District
Speech Teacher School Age - Secondary	4001	-	-
Speech Teacher School Age - Elementary		-	-
SpEd Supplemental Super School Age - Secondary	0001	0.028	0.100
SpEd Supervision School Age - Elementary		0.028	-
D/E Audiology School Age - Secondary	1003	0.007	0.006
D/E Audiology School Age - Elementary		0.007	0.006
Deaf Education Services School Age - Secondary	2014	-	-
Deaf Education Services School Age - Elementary		0.060	0.056
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	-	-
Occupational Therapy School Age - Elementary		-	-
Physical Therapy School Age - Secondary	4005	-	-
Physical Therapy School Age - Elementary		-	-
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Vocational	4012	0.041	0.042
Licensed Mental Health Provider Service - Secondary		-	-
Licensed Mental Health Provider Service- Elementary		-	-

Contracted Nonreimbursable Preschool Services		2021-22 Percent Per District	2022-23 Percent Per District
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	0.0290	-
SpEd Supervision Birth - 2		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	-	-
Occupational Therapy Birth - 2		-	-
Physical Therapy Ages 3 - 4	4005	-	-
Physical Therapy Birth - 2		-	-
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 2022-2023

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Deaf Education 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:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Supplement Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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		

Lease	Monthly Payment
60 Month Lease	\$1,320.00

Service Agreement includes:

- **Sharp Mono** pages billed quarterly at \$0.00770 per page
- **Sharp Color** pages billed quarterly at \$0.04270 per page
- **HP Mono** pages billed quarterly at \$0.0120 per page
- **HP Color** pages billed quarterly at \$0.065 per page
- Minimum 3000 pages per quarter All parts, labor, toner and service calls
- Delivery, digital installation, training, and support
- 4-hour response time

Service Agreement excludes:

- Paper and staples



UPGRADE SAVINGS SUMMARY EXAMPLE

TOTAL COST OF OWNERSHIP SUMMARY with New Fleet

	Mono	Color
Sharp Monthly Volume	32,330	12,476
Sharp Service & Supply Spending	\$248.94	\$523.99
HP Monthly Volume	922	430
HP Service & Supply	\$11.06	\$27.95
Proposed Monthly Lease Payment	\$1,330.00	
Total Est. Monthly Costs	\$2,141.94	

Savings

Monthly Savings	\$450.75
Annual Savings	\$5,409.00



CURRENT SITUATION ANALYSIS

Total cost of ownership (TCO) is estimated using our best available data from your current print environment and is based on industry standards.

CURRENT EQUIPMENT

Unit	Location	Mono Volume	Mono Cost Per Page	Color Volume	Color Cost Per Page	Monthly Service & Supply Cost
Sharp MX-7040	Admin Office	12,246	0.01235	7,168	.05457	\$542.38
Sharp MX-4141	Elementary 3 rd Floor	5,411	0.01235	861	.05457	\$113.80
Sharp MX-5141	Elementary Office	8,484	0.01235	4,447	.05457	\$347.44
Sharp MX-B402sc	Elementary 2 nd floor	3,306	0.01235			\$40.82
Sharp MX-B402sc	Library	480	0.01235	-	-	\$11.50
HP M401	Rm 823	1,083	0.02396			\$25.94
HP M401	Principal Admin	492	0.02396			\$11.78
HP M401	Rm 836	244	0.02396			\$5.84
HP M401	Superintendent Office	87	0.02396			\$2.08
HP M401	Elementary Office	19	0.02396			\$0.45
HP M401	Superintendent Admin	179	0.02396			\$4.28
HP M401	Rm 819	341	0.02396			\$8.17
HP M401	Shop	55	0.02396			\$1.31
HP M401	Lab	153	0.02396			\$3.66
HP M401	Counselor Office	0	0.02396			0
HP M401	Coaches Office	0	0.02396			0
HP M401	Rm 823	219	0.02396			\$5.24
HP M401	SPED	257	0.02396			\$6.15
HP M401	IT	51	0.02396			\$1.22
HP M553	Art Room	145	0.02396	430	.09915	\$46.34

TOTAL COST OF OWNERSHIP SUMMARY with Current Fleet

	Mono	Color
Sharp Monthly Volume	29,927	12,476
Sharp Service & Supply Spending	\$369.59	\$680.81
HP Monthly Volume	3,325	430
HP Service & Supply	\$79.66	\$42.63
Current Monthly Lease Payment	\$1,420.00	
Total Est. Monthly Costs	\$2,592.69	

EQUIPMENT

Qty	Model	Description
1	Sharp MX-6071 Main Office	60 PPM BW/Color Multi-function machine Print, Copy, Scan - Large color fully customizable touch screen display. Color Scanning - Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	MX-FN28	1K Stacking 50-Sheet Staple Finisher
1	MX-LC17N	3,000 Sheet Large Cap Tray
1	MX-DE28N	Stand/2 X 550-sheet Paper Drawers + 2,100 Split Tandem Letter drawers
1	MX-TR19N	Right Side Exit Tray for Faxes (Optional)
1	MX-FX15	Fax Expansion Kit includes Right Side Exit Tray (Optional)
1	Sharp MX-5071 Elementary Office	50 Page per minute BW/Color Multi-function machine Print, Copy, Scan - Large color fully customizable touch screen display. Color Scanning - Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	MX-FN27	50-Sheet Staple Inner Finisher
1	MX-DE28N	Stand/1x550 + 2,100 Sheet Split Tandem Tray
1	Sharp MX-M4070 Eco Smart Elementary 2 rd floor	40 Page per minute BW Multi-function machine Print, Copy, Scan – Large color fully customizable touch screen display. Color Scanning – Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	Sharp MX-M3070 Eco Smart Library	30 Page per minute BW Multi-function machine Print, Copy, Scan – Large color fully customizable touch screen display. Color Scanning – Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
6	HP M402 – Multi Offices	45 PPM BW Printer LaserJet Pro 400 402
1	HP M605 Elementary 3 rd Floor	60 PPM BW Printer LaserJet Pro 600
1	HP M553 Art - Keep	55 PPM BW/Color Printer LaserJet Pro

Please see attached brochure or specification sheet for more details.



Bauer Underground, Inc.
 1710 North Airport Road
 Norfolk, NE 68701
 308-234-6964

Submit Bid To:
B & D Construction

Elm Creek, NE

Bid Proposal:
Location: B & D Construction
Attn:

Date: 03/17/23

# of Units	Unit Description	Price Per Ft	Material	L & M	Price
1	Mobilization	\$200.00		\$200.00	\$200.00
500	2" Blk w/ red bore	\$10.00	\$1.57	\$11.57	\$5,785.00
670	4" Blk w/ red bore	\$15.00	\$6.77	\$21.77	\$14,585.90
4	4" E Locks		\$10.00	\$22.44	\$89.76
4	2" E Lock		\$6.75	\$27.00	\$108.00
1	Junction Box	\$750.00			\$750.00
6	Excaction hrs	\$200.00			\$800.00
1	Enter Existing	\$750.00			\$750.00
3	Risers	\$250.00			\$750.00

Remarks:

Bill will reflect actual footage
Bid does not included taxes
Bid valid for 30 days

BID TOTAL: \$23,818.66



Nebraska Public Power District
Always There When You Need Us

03/07/2022

Elm Creek Public Schools
Attention: Dr. Bret Schroder
PO Box 490
Elm Creek, NE 68836

Re: Relocation of NPPD three phase overhead line to underground located on Boyd Ave north side of Elm Creek Public Schools Elm Creek, NE

Dr. Schroder,

The Nebraska Public Power District has identified that the proposed building addition on the north side of the existing school will encroach upon the existing three-phase 2400/4160 volt powerline to the point where construction will be unable to safely occur as well as future maintenance of the building.

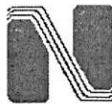
The relocation of the overhead line is a separate project from any costs that may result from changes to the transformer size presently serving the school. Once final drawings and load calculations have been received by NPPD, we will determine what changes will need to be made and what allowable investment the District is able to make to offset any contribution in aid of construction costs the school may incur.

The District has proposed to relocate the three-phase overhead line to underground as indicated on the enclosed drawing #5433440. NPPD policy requires the customer to pay all cost associated with this non-betterment work to the electric system.

Non-betterment costs include, but are not limited to, 1) Costs to remove or relocate existing District facilities that impede the development of the site of a proposed load, 2) Costs to upgrade conductor or transformer size not required by the District, 3) Costs associated with returning District facilities to normal operating condition, and 4) Re-engineering costs for facilities planned and scheduled prior to an extension request that would require relocation due to such request. All non-betterment costs shall be the Customer's expense.

NPPD will provide the necessary personnel, tools, and equipment to remove the existing facilities and install new facilities to replace those removed.

For NPPD to perform this work, your estimated cost is \$57,632.28. An additional \$25,000 has been estimated for conduit system installation. Typically, we allow our Customers to install the conduit system on these types of projects. If the school so chooses, NPPD can complete this portion of the Customer's obligation and pass through the contractor costs directly to the school.



Nebraska Public Power District

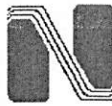
Always There When You Need Us

The estimated cost is a reasonable, good-faith calculation of what NPPD believes, based upon experience, that its actual charges will be to accommodate the work being performed, but should not be considered a firm price. This amount will be adjusted based on the actual cost in accordance with NPPD's standard billing rate in effect at the time the work is performed. Any portion of the estimated costs exceeding the actual charges to complete the above-described work will be refunded to the customer. In the event the actual charges exceed the estimated costs, the customer is obligated to pay the additional amount to cover the actual charges.

NPPD requires payment of the estimated costs along with signature and date on the fields provided on the last page of this document prior to ordering materials or scheduling construction. Payment and signature document may be sent to NPPD, Kearney Customer Care Center to the attention of Corey McIntosh. This cost estimate expires 90 days after the date of this letter. Once the payment and signed document are received, material procurement and work scheduling can commence at that time.

Furthermore, the customer is responsible for the following items:

1. Adhering to all NEC, NESC, Local Codes, and NPPD's Electric Service Requirements Manual Standards (ESRM).
2. Reimbursement to NPPD for the cost for installation of new underground facilities and removal of existing overhead facilities on the above-described location.
3. Survey and stake property lines, and provide a 10 FT General Utility Easement or agree to grant NPPD an Electrical Easement for the purpose of installing and maintaining all proposed facilities on drawing #5433440 if right-of-way is not available or adequate.
4. Install District furnished primary junction module, and ground rod per NPPD ESRM and enclosed drawings. Please note that all conduit lengths provided are approximate and may vary in the field.
5. P-1 Provide and install (1) - 4" conduit from east side of planned riser pole to the planned three-phase junction module at P-6 (Approximately 410FT)
6. P-6 Install three-phase junction module and ground rod per NPPD ESRM C-16 .
Install (1) 4" conduit from the planned junction module to the west side of planned single phase primary riser pole at P-9 (Approximately 260 FT).
Install (1) 2" conduit west and then north to planned single phase primary riser pole at P-16 (Approximately 230FT)
7. P-11 Install 2" conduit on east side of secondary planned riser pole to planned secondary riser pole at P-12 (Approximately 220FT).



Nebraska Public Power District

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All conduits must be electrical grade PVC, installed per NPPD standards and inspected by NPPD prior to being covered. Please provide NPPD with at least 2 business days' notice when a trench inspection is needed.

Conduit must not be installed underneath any part of the building's footings or foundation.

The PVC conduit must be minimum schedule 80 for sections above grade and minimum schedule 40 for sections below grade. Long sweep elbows with minimum radius as shown in Table 1 are required. Fiberglass elbows are required for all conduit runs exceeding 125 feet. All conduits must be stubbed up at least 1 foot above final grade at riser poles and 3 to 5 inches above the compacted crushed rock or gravel fill at the bottom of electrical equipment foundations as shown in the NPPD ESRM. Each conduit must be installed with a pull rope or twine with a breaking strength of at least 300 lbs.

Warning tape needs to be installed one foot below ground line on all open trenches. NPPD will provide the warning tape at time of the trench inspection.

The PVC conduit must be installed per the minimum depths found in Table 1 below.

Table 1 - Minimum installation depths to the top of PVC conduit at final grade.

PVC Conduit Size	Minimum Depth Below Final Grade	Minimum Radius	Class
2"	48"	36"	Primary
2"	36"	36"	Secondary
4"	48"	48"	Primary

Please notify NPPD at least 10 business days prior to trenching to allow this project to be properly staked. The property pins must be installed by a qualified surveyor and their locations flagged prior to staking by NPPD. Additionally, grade must be within 6 inches of final grade prior to staking.



Nebraska Public Power District

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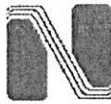
Grading must be completed before the installation of any electric facilities. The cost of any modifications to conduit depth or transformer/pedestal elevations deemed necessary by NPPD because of changes made to grade after installation of the electric facilities will be completed at the expense of the customer or developer. NPPD shall not be responsible for the correction of any trench settlement. The customer or developer is responsible for any future maintenance of the trench, i.e. settling and washouts of trench. The customer or developer is responsible for maintaining final grade such that all electrical equipment remains readily accessible and such that the required minimum depth of burial is maintained.

The electrical distribution system shall not be located where significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system exist or will be constructed on the property. All conduit and all electrical distribution equipment shall be installed in relatively level ground such that significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system will not cause erosion. Erosion of the soil will impact the safe operation and maintenance of the electrical distribution system and will impact the conduit depth and the stability of the electrical distribution equipment foundations.

Once the new electrical distribution system is in operation, all customer-furnished and installed conduit for the installation of NPPD owned conductor, and NPPD provided and customer installed junction module will become the property and responsibility of NPPD.

Additionally, NPPD will be responsible for the following:

1. Stake the planned locations of the trench, riser poles, and junction module.
2. Provide the required junction module.
3. Provide and install the primary, and secondary.
4. Provide and install all connectors and terminations in the primary junction module.
5. Provide warning tape at the time of trench inspection.



Nebraska Public Power District

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If you have any technical questions, or if I can be of any further assistance, please give me a call at the number below. If you have any questions regarding construction scheduling or in-service date, please contact the Kearney Area Distribution Superintendent Jamie Becker at the number below.

Sincerely:

Corey McIntosh
Engineer
900 4th Ave Kearney, NE
(308) 236-2224

Jamie Becker
Kearney Area Distribution Superintendent
900 4th Ave Kearney, NE
(308) 236-2223

cc:
Stan Clouse

Enclosed:
Signature Page
ESRM
Drawing #5433440



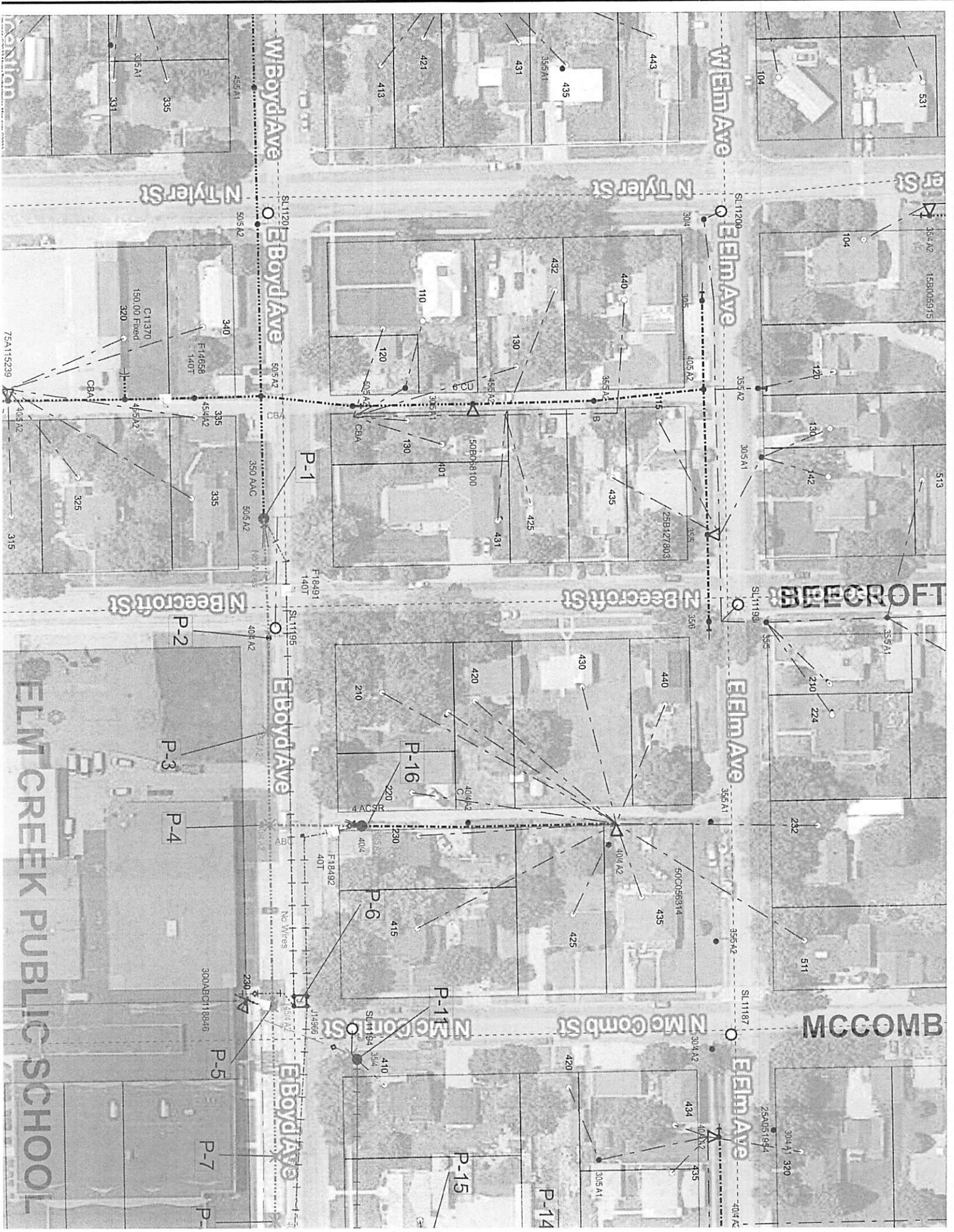
Nebraska Public Power District

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I understand that this document disclosed estimated charges of \$57,632.28 for accommodating the above-described work on work order #5433440. I understand that this estimate is good for 90 days. I understand and agree to pay NPPD's actual charges for accommodating above-described work, if charges exceed the estimated costs which are collected up front.

Customer Signature

Date





ELM CREEK PUBLIC SCHOOLS

230 E. Calkins Ave, PO Box 490

Elm Creek, NE 68836

Phone: (308) 856-4300

Fax: (308) 856-4907

Dr. Bret Schroder, Superintendent -- Cory Spotanski, 7-12 Principal/Activities Director -- Terah Williams, PK-6 Principal

PURPOSE

The purpose of this document is to explain details relevant to the transportation program at Elm Creek Public Schools.

SCHOOL FLEET (Updated on 4/17/22)

Year Make Model	Vehicle #	VIN Number	Current Mileage
BUSES			
1995 GMC Minibus - 19 passenger	95	1GDHG31Y75F551400	140952
2002 Blue Bird Minibus - 14 passenger	02	1GDJG31F921175277	93836
2013 Thomas Freightliner Bus - 59 passenger	13	4UZABRDT5DCBT0219	84250
2015 Blue Bird Bus - 71 passenger	15	1BAKGCPA6FF313638	61644
2020 Blue Bird Bus - 65 passenger	18	1BAKGCSH8LF360217	34753
2021 Thomas Freightliner Wheelchair Bus - 52 passenger	21	4UZABRFC9MCMP4937	10792
VANS			
1999 Chevy Suburban - Non Pupil		1GNFK16R7XJ573120	125230
2005 Ford Van - 11 passenger	05	1FBNE31L15HB07931	100906
2006 Ford Econoline Van - 11 passenger - maint.	06	1FBNE31L26DA56013	74768
2007 Ford E350 Van Club Wagon - 11 passenger	07	1FBNE31LX7DA91187	99519
2012 Dodge Caravan - 7 passenger	12	2C4RDGCG7CR406610	166624
2014 Dodge Caravan Grand SXT - 7 passenger	14	2C4RDGCG7ER352308	91238
2016 Chevy Transit E350 Van - 11 passenger	16	1FBZX2ZM2GKA76553	78735
2020 Chevy Express LS Van 11-passenger	20	1GAWGEFG2L1259684	44980

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2022, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," and **ELM CREEK PUBLIC SCHOOLS**, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2022-23, 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 2021-22 and anticipated in 2022-23 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2022-23, commencing not earlier than August 1, 2022, and ending not later than August 20, 2023. The total dollar amount of this contract will be submitted to the district on or before July 1, 2022, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and 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 as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 17, 2022.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of 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 shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
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 and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
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 Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
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 has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2022 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which 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 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, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency 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 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, including in Schedule A. 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 or amended by mutual agreement.

ACCEPTED FOR ELM CREEK PUBLIC SCHOOLS SCHOOL AS DISTRICT

THIS _____ DAY OF _____ 2022

BY _____
President or Secretary of Board

ACCEPTED FOR EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY

THIS ___ DAY OF _____ 2022

BY _____

Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2022-2023
Agency Code--950010

District Name: Elm Creek Public Schools

Contracted Reimbursable School Age Services	NDE Service Code	2021-22 Percent Per District	2022-23 Percent Per District
Speech Teacher School Age - Secondary	4001	-	-
Speech Teacher School Age - Elementary		-	-
SpEd Supplemental Super School Age - Secondary	0001	0.028	0.100
SpEd Supervision School Age - Elementary		0.028	-
D/E Audiology School Age - Secondary	1003	0.007	0.006
D/E Audiology School Age - Elementary		0.007	0.006
Deaf Education Services School Age - Secondary	2014	-	-
Deaf Education Services School Age - Elementary		0.060	0.056
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	-	-
Occupational Therapy School Age - Elementary		-	-
Physical Therapy School Age - Secondary	4005	-	-
Physical Therapy School Age - Elementary		-	-
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Vocational	4012	0.041	0.042
Licensed Mental Health Provider Service - Secondary		-	-
Licensed Mental Health Provider Service- Elementary		-	-

Contracted Nonreimbursable Preschool Services		2021-22 Percent Per District	2022-23 Percent Per District
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	0.0290	-
SpEd Supervision Birth - 2		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	-	-
Occupational Therapy Birth - 2		-	-
Physical Therapy Ages 3 - 4	4005	-	-
Physical Therapy Birth - 2		-	-
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 2022-2023

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Deaf Education 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:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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 2022-2023

Cooperative Program Name: ESU 10 Supplement Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	_____	Date:	3/ 10/ 2022
	Administrative Agency		

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		

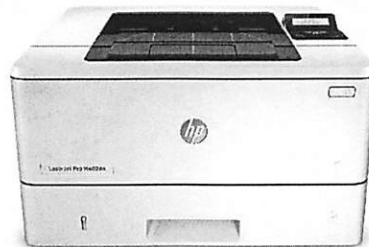
Lease	Monthly Payment
60 Month Lease	\$1,320.00

Service Agreement includes:

- **Sharp Mono** pages billed quarterly at \$0.00770 per page
- **Sharp Color** pages billed quarterly at \$0.04270 per page
- **HP Mono** pages billed quarterly at \$0.0120 per page
- **HP Color** pages billed quarterly at \$0.065 per page
- Minimum 3000 pages per quarter All parts, labor, toner and service calls
- Delivery, digital installation, training, and support
- 4-hour response time

Service Agreement excludes:

- Paper and staples



UPGRADE SAVINGS SUMMARY EXAMPLE

TOTAL COST OF OWNERSHIP SUMMARY with New Fleet

	Mono	Color
Sharp Monthly Volume	32,330	12,476
Sharp Service & Supply Spending	\$248.94	\$523.99
HP Monthly Volume	922	430
HP Service & Supply	\$11.06	\$27.95
Proposed Monthly Lease Payment	\$1,330.00	
Total Est. Monthly Costs	\$2,141.94	

Savings

Monthly Savings	\$450.75
Annual Savings	\$5,409.00



CURRENT SITUATION ANALYSIS

Total cost of ownership (TCO) is estimated using our best available data from your current print environment and is based on industry standards.

CURRENT EQUIPMENT

Unit	Location	Mono Volume	Mono Cost Per Page	Color Volume	Color Cost Per Page	Monthly Service & Supply Cost
Sharp MX-7040	Admin Office	12,246	0.01235	7,168	.05457	\$542.38
Sharp MX-4141	Elementary 3 rd Floor	5,411	0.01235	861	.05457	\$113.80
Sharp MX-5141	Elementary Office	8,484	0.01235	4,447	.05457	\$347.44
Sharp MX-B402sc	Elementary 2 nd floor	3,306	0.01235			\$40.82
Sharp MX-B402sc	Library	480	0.01235	-	-	\$11.50
HP M401	Rm 823	1,083	0.02396			\$25.94
HP M401	Principal Admin	492	0.02396			\$11.78
HP M401	Rm 836	244	0.02396			\$5.84
HP M401	Superintendent Office	87	0.02396			\$2.08
HP M401	Elementary Office	19	0.02396			\$0.45
HP M401	Superintendent Admin	179	0.02396			\$4.28
HP M401	Rm 819	341	0.02396			\$8.17
HP M401	Shop	55	0.02396			\$1.31
HP M401	Lab	153	0.02396			\$3.66
HP M401	Counselor Office	0	0.02396			0
HP M401	Coaches Office	0	0.02396			0
HP M401	Rm 823	219	0.02396			\$5.24
HP M401	SPED	257	0.02396			\$6.15
HP M401	IT	51	0.02396			\$1.22
HP M553	Art Room	145	0.02396	430	.09915	\$46.34

TOTAL COST OF OWNERSHIP SUMMARY with Current Fleet

	Mono	Color
Sharp Monthly Volume	29,927	12,476
Sharp Service & Supply Spending	\$369.59	\$680.81
HP Monthly Volume	3,325	430
HP Service & Supply	\$79.66	\$42.63
Current Monthly Lease Payment	\$1,420.00	
Total Est. Monthly Costs	\$2,592.69	

EQUIPMENT

Qty	Model	Description
1	Sharp MX-6071 Main Office	60 PPM BW/Color Multi-function machine Print, Copy, Scan - Large color fully customizable touch screen display. Color Scanning - Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	MX-FN28	1K Stacking 50-Sheet Staple Finisher
1	MX-LC17N	3,000 Sheet Large Cap Tray
1	MX-DE28N	Stand/2 X 550-sheet Paper Drawers + 2,100 Split Tandem Letter drawers
1	MX-TR19N	Right Side Exit Tray for Faxes (Optional)
1	MX-FX15	Fax Expansion Kit includes Right Side Exit Tray (Optional)
1	Sharp MX-5071 Elementary Office	50 Page per minute BW/Color Multi-function machine Print, Copy, Scan - Large color fully customizable touch screen display. Color Scanning - Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	MX-FN27	50-Sheet Staple Inner Finisher
1	MX-DE28N	Stand/1x550 + 2,100 Sheet Split Tandem Tray
1	Sharp MX-M4070 Eco Smart Elementary 2 rd floor	40 Page per minute BW Multi-function machine Print, Copy, Scan – Large color fully customizable touch screen display. Color Scanning – Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
1	Sharp MX-M3070 Eco Smart Library	30 Page per minute BW Multi-function machine Print, Copy, Scan – Large color fully customizable touch screen display. Color Scanning – Mobile print capabilities and preview option on copy and scan screen. OCR Scanning to convert documents to Word, Excel or PowerPoint
6	HP M402 – Multi Offices	45 PPM BW Printer LaserJet Pro 400 402
1	HP M605 Elementary 3 rd Floor	60 PPM BW Printer LaserJet Pro 600
1	HP M553 Art - Keep	55 PPM BW/Color Printer LaserJet Pro

Please see attached brochure or specification sheet for more details.



Bauer Underground, Inc.
1710 North Airport Road
Norfolk, NE 68701
308-234-6964

Submit Bid To:
B & D Construction

Elm Creek, NE

Bid Proposal:
Location: B & D Construction
Attn:

Date: 03/17/23

# of Units	Unit Description	Price Per Ft	Material	L & M	Price
1	Mobilization	\$200.00		\$200.00	\$200.00
500	2" Blk w/ red bore	\$10.00	\$1.57	\$11.57	\$5,785.00
670	4" Blk w/ red bore	\$15.00	\$6.77	\$21.77	\$14,585.90
4	4" E Locks		\$10.00	\$22.44	\$89.76
4	2" E Lock		\$6.75	\$27.00	\$108.00
1	Junction Box	\$750.00			\$750.00
6	Excaction hrs	\$200.00			\$800.00
1	Enter Existing	\$750.00			\$750.00
3	Risers	\$250.00			\$750.00

Remarks:

Bill will reflect actual footage
Bid does not included taxes
Bid valid for 30 days

BID TOTAL: \$23,818.66



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03/07/2022

Elm Creek Public Schools
Attention: Dr. Bret Schroder
PO Box 490
Elm Creek, NE 68836

Re: Relocation of NPPD three phase overhead line to underground located on Boyd Ave north side of Elm Creek Public Schools Elm Creek, NE

Dr. Schroder,

The Nebraska Public Power District has identified that the proposed building addition on the north side of the existing school will encroach upon the existing three-phase 2400/4160 volt powerline to the point where construction will be unable to safely occur as well as future maintenance of the building.

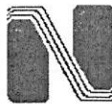
The relocation of the overhead line is a separate project from any costs that may result from changes to the transformer size presently serving the school. Once final drawings and load calculations have been received by NPPD, we will determine what changes will need to be made and what allowable investment the District is able to make to offset any contribution in aid of construction costs the school may incur.

The District has proposed to relocate the three-phase overhead line to underground as indicated on the enclosed drawing #5433440. NPPD policy requires the customer to pay all cost associated with this non-betterment work to the electric system.

Non-betterment costs include, but are not limited to, 1) Costs to remove or relocate existing District facilities that impede the development of the site of a proposed load, 2) Costs to upgrade conductor or transformer size not required by the District, 3) Costs associated with returning District facilities to normal operating condition, and 4) Re-engineering costs for facilities planned and scheduled prior to an extension request that would require relocation due to such request. All non-betterment costs shall be the Customer's expense.

NPPD will provide the necessary personnel, tools, and equipment to remove the existing facilities and install new facilities to replace those removed.

For NPPD to perform this work, your estimated cost is \$57,632.28. An additional \$25,000 has been estimated for conduit system installation. Typically, we allow our Customers to install the conduit system on these types of projects. If the school so chooses, NPPD can complete this portion of the Customer's obligation and pass through the contractor costs directly to the school.



Nebraska Public Power District

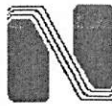
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The estimated cost is a reasonable, good-faith calculation of what NPPD believes, based upon experience, that its actual charges will be to accommodate the work being performed, but should not be considered a firm price. This amount will be adjusted based on the actual cost in accordance with NPPD's standard billing rate in effect at the time the work is performed. Any portion of the estimated costs exceeding the actual charges to complete the above-described work will be refunded to the customer. In the event the actual charges exceed the estimated costs, the customer is obligated to pay the additional amount to cover the actual charges.

NPPD requires payment of the estimated costs along with signature and date on the fields provided on the last page of this document prior to ordering materials or scheduling construction. Payment and signature document may be sent to NPPD, Kearney Customer Care Center to the attention of Corey McIntosh. This cost estimate expires 90 days after the date of this letter. Once the payment and signed document are received, material procurement and work scheduling can commence at that time.

Furthermore, the customer is responsible for the following items:

1. Adhering to all NEC, NESC, Local Codes, and NPPD's Electric Service Requirements Manual Standards (ESRM).
2. Reimbursement to NPPD for the cost for installation of new underground facilities and removal of existing overhead facilities on the above-described location.
3. Survey and stake property lines, and provide a 10 FT General Utility Easement or agree to grant NPPD an Electrical Easement for the purpose of installing and maintaining all proposed facilities on drawing #5433440 if right-of-way is not available or adequate.
4. Install District furnished primary junction module, and ground rod per NPPD ESRM and enclosed drawings. Please note that all conduit lengths provided are approximate and may vary in the field.
5. P-1 Provide and install (1) - 4" conduit from east side of planned riser pole to the planned three-phase junction module at P-6 (Approximately 410FT)
6. P-6 Install three-phase junction module and ground rod per NPPD ESRM C-16 .
Install (1) 4" conduit from the planned junction module to the west side of planned single phase primary riser pole at P-9 (Approximately 260 FT).
Install (1) 2" conduit west and then north to planned single phase primary riser pole at P-16 (Approximately 230FT)
7. P-11 Install 2" conduit on east side of secondary planned riser pole to planned secondary riser pole at P-12 (Approximately 220FT).



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All conduits must be electrical grade PVC, installed per NPPD standards and inspected by NPPD prior to being covered. Please provide NPPD with at least 2 business days' notice when a trench inspection is needed.

Conduit must not be installed underneath any part of the building's footings or foundation.

The PVC conduit must be minimum schedule 80 for sections above grade and minimum schedule 40 for sections below grade. Long sweep elbows with minimum radius as shown in Table 1 are required. Fiberglass elbows are required for all conduit runs exceeding 125 feet. All conduits must be stubbed up at least 1 foot above final grade at riser poles and 3 to 5 inches above the compacted crushed rock or gravel fill at the bottom of electrical equipment foundations as shown in the NPPD ESRM. Each conduit must be installed with a pull rope or twine with a breaking strength of at least 300 lbs.

Warning tape needs to be installed one foot below ground line on all open trenches. NPPD will provide the warning tape at time of the trench inspection.

The PVC conduit must be installed per the minimum depths found in Table 1 below.

Table 1 - Minimum installation depths to the top of PVC conduit at final grade.

PVC Conduit Size	Minimum Depth Below Final Grade	Minimum Radius	Class
2"	48"	36"	Primary
2"	36"	36"	Secondary
4"	48"	48"	Primary

Please notify NPPD at least 10 business days prior to trenching to allow this project to be properly staked. The property pins must be installed by a qualified surveyor and their locations flagged prior to staking by NPPD. Additionally, grade must be within 6 inches of final grade prior to staking.



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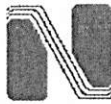
Grading must be completed before the installation of any electric facilities. The cost of any modifications to conduit depth or transformer/pedestal elevations deemed necessary by NPPD because of changes made to grade after installation of the electric facilities will be completed at the expense of the customer or developer. NPPD shall not be responsible for the correction of any trench settlement. The customer or developer is responsible for any future maintenance of the trench, i.e. settling and washouts of trench. The customer or developer is responsible for maintaining final grade such that all electrical equipment remains readily accessible and such that the required minimum depth of burial is maintained.

The electrical distribution system shall not be located where significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system exist or will be constructed on the property. All conduit and all electrical distribution equipment shall be installed in relatively level ground such that significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system will not cause erosion. Erosion of the soil will impact the safe operation and maintenance of the electrical distribution system and will impact the conduit depth and the stability of the electrical distribution equipment foundations.

Once the new electrical distribution system is in operation, all customer-furnished and installed conduit for the installation of NPPD owned conductor, and NPPD provided and customer installed junction module will become the property and responsibility of NPPD.

Additionally, NPPD will be responsible for the following:

1. Stake the planned locations of the trench, riser poles, and junction module.
2. Provide the required junction module.
3. Provide and install the primary, and secondary.
4. Provide and install all connectors and terminations in the primary junction module.
5. Provide warning tape at the time of trench inspection.



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If you have any technical questions, or if I can be of any further assistance, please give me a call at the number below. If you have any questions regarding construction scheduling or in-service date, please contact the Kearney Area Distribution Superintendent Jamie Becker at the number below.

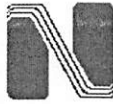
Sincerely:

Corey McIntosh
Engineer
900 4th Ave Kearney, NE
(308) 236-2224

Jamie Becker
Kearney Area Distribution Superintendent
900 4th Ave Kearney, NE
(308) 236-2223

cc:
Stan Clouse

Enclosed:
Signature Page
ESRM
Drawing #5433440



Nebraska Public Power District

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I understand that this document disclosed estimated charges of \$57,632.28 for accommodating the above-described work on work order #5433440. I understand that this estimate is good for 90 days. I understand and agree to pay NPPD's actual charges for accommodating above-described work, if charges exceed the estimated costs which are collected up front.

Customer Signature

Date



ELM CREEK PUBLIC SCHOOLS

230 E. Calkins Ave, PO Box 490

Elm Creek, NE 68836

Phone: (308) 856-4300

Fax: (308) 856-4907

Dr. Bret Schroder, Superintendent -- Cory Spotanski, 7-12 Principal/Activities Director -- Terah Williams, PK-6 Principal

PURPOSE

The purpose of this document is to explain details relevant to the transportation program at Elm Creek Public Schools.

SCHOOL FLEET (Updated on 4/17/22)

Year Make Model	Vehicle #	VIN Number	Current Mileage
BUSES			
1995 GMC Minibus - 19 passenger	95	1GDHG31Y75F551400	140952
2002 Blue Bird Minibus - 14 passenger	02	1GDJG31F921175277	93836
2013 Thomas Freightliner Bus - 59 passenger	13	4UZABRDT5DCBT0219	84250
2015 Blue Bird Bus - 71 passenger	15	1BAKGCPA6FF313638	61644
2020 Blue Bird Bus - 65 passenger	18	1BAKGCSH8LF360217	34753
2021 Thomas Freightliner Wheelchair Bus - 52 passenger	21	4UZABRFC9MCMP4937	10792
VANS			
1999 Chevy Suburban - Non Pupil		1GNFK16R7XJ573120	125230
2005 Ford Van - 11 passenger	05	1FBNE31L15HB07931	100906
2006 Ford Econoline Van - 11 passenger - maint.	06	1FBNE31L26DA56013	74768
2007 Ford E350 Van Club Wagon - 11 passenger	07	1FBNE31LX7DA91187	99519
2012 Dodge Caravan - 7 passenger	12	2C4RDGCG7CR406610	166624
2014 Dodge Caravan Grand SXT - 7 passenger	14	2C4RDGCG7ER352308	91238
2016 Chevy Transit E350 Van - 11 passenger	16	1FBZX2ZM2GKA76553	78735
2020 Chevy Express LS Van 11-passenger	20	1GAWGEFG2L1259684	44980



NEBRASKA
DEPARTMENT OF EDUCATION

The Nebraska Framework

External Visitation Team Exit Report



Elm Creek Public Schools
April 13-14, 2022





EXTERNAL TEAM MEMBERS



Team Leader: Barry McFarland, Ed.S., Lexington Public Schools

Member: Beth Ericson, Ed.D., York Public Schools

Member: Brooke Kavan, ESU 7

Member: Annette Fitzgerald, Lexington Public Schools

Member: Mark Johnson, Kearney Public Schools

Member: Kyle Hoehner, Retired, Lexington Public Schools

Continuous Improvement in **Nebraska** Schools

1. External Visit
2. Goal Setting
3. Action Plans
4. Implementation
5. External Visit





Why are we here now?

- Rule 10, *Regulations and Procedures for the Accreditation of Schools*
- Required of all Nebraska public schools and accredited nonpublic schools
- Requires a review of the School Improvement Process
- Requires a visit at least once each five years



PURPOSE OF AN EXTERNAL TEAM VISIT



- Assist the school in selecting or fulfilling school improvement goals and plans by adding an outside, objective view of the school improvement procedures
- Enlist the professional advice of colleagues from outside the district
- Increase the depth of understanding for moving forward to achieve school improvement goals



EXTERNAL TEAM VISIT



District: Elm Creek Public Schools

Superintendent: Bret Schroeder, Ed.D.

Principals:

- Mr. Corey Spotanski, Secondary
- Mrs. Terah Williams, Elementary

Date of Visit: April 13-14, 2022



EXTERNAL TEAM VISIT RESULTS

Overall Commendations!



1. Your development of an incredibly positive culture throughout the elementary and secondary levels.
2. Your initiative implementation
 - MTSS Procedures and Guidelines
 - PBIS Initiative
 - Curriculum Mapping – Development of equity in education for students.

Overall Commendations!



3. The beginning of strategic planning at the district level.
- Facilities
 - Finances
 - Curriculum (Selection, adoption timeline)

Current School Improvement Goal(s)



1. All students will improve their reading comprehension skills.

RECOMMENDATION(S):

1. Continue to build "systems" to ensure stability for teachers, staff, and students.
 - Strategic Plan - Facilities, Finances, Curriculum/Assessment
 - Make sure that through this process you include all stakeholders (Certified, Non-Certified, Parents, Business Owners, etc.



RECOMMENDATION(S):

1. Continue to build "systems" to ensure stability for teachers, staff, and students.
 - MTSS Structure
 - Development of Procedures, decision rules, and community understanding of the process
 - Curriculum Mapping
 - PBIS Structure



RECOMMENDATION(S):

1. Continue to build "systems" to ensure stability for teachers, staff, and students.
 - Curriculum Mapping
 - Continue to develop to ensure equity of education between all classrooms.
 - Ensure maps are embedded as a working tool for teachers and not a static document.



RECOMMENDATION(S):

1. Continue to build "systems" to ensure stability for teachers, staff, and students.
 - PBIS Initiative
 - Build upon existing structure by continuing to reflect and monitor implementation
 - Support all tiers of PBIS, including students who need higher levels of support



RECOMMENDATION(S):

2. Continue to build “Teacher Leaders” within the district through professional development opportunities.

- Many times we turn to the same staff for all items/initiatives. Build that capacity to expand the confidence and skill of staff to take on those roles.



Next Steps



1. A final report will be drafted and provided to Elm Creek Public Schools.
2. Exit Report Submitted to School and NDE within Three Weeks of Visit.

Thank

You!



- All Staff
- Parents
- External Team
- Board Members
- Administration
- School Improvement Team

