

Board of Education Regular Meeting

Monday, November 21, 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. Certified Staff  
2023-2024 FTE 1.0 Blake Schwarz - CTE/Shop Teacher  
  
Support Staff  
FTE 0.8 Kari Wells
  - 7.5. Treasurer's Report
8. Information Items
  - 8.1. Construction Update

8.2. Strategic Plan Presentation by Nebraska Association of School Boards

8.3. Policy 6013 Teaching Controversial Issues

8.4.

Negotiations Proposal for Certified Staff 2023-2024 Contract Year

Increase the base pay to \$38,191 which equates to a 4.69% increase including benefits.

9. Action Items

9.1. Board Policy 6004 Curriculum Development

9.2. Board Policy 6020 Multicultural Education

9.3. Policy 6013 Teaching Controversial Issues

9.4. Assign Brandon Marquez, high school principal, and Terah Williams, elementary principal as Title IX Coordinators.

Assign Bret Schroder, superintendent, as Title IX Appellate Decision Maker.

9.5. Negotiations Proposal for Certified Staff 2023-2024 Contract Year

Increase the base pay to \$38,191 which equates to a 4.69% increase including benefits.

9.6. Acknowledge Superintendent's Evaluation

9.7. Make a loan from the Building Fund to the Bond Fund in the amount of \$175,000. This loan is required to be paid back within two years.

10. Reports

10.1. Superintendent's Report

10.1.1.

Update on Grants Received:

a. Safety Grant of \$101,000 (use for cameras, emergency radios, access controls)

b. REAP Grant of \$35,000 (purchase new construction and woodshop equipment)

c. CTE Grant of \$8,500 (purchase CNC router for shop class)

d. Foods Grant of \$5,000 (replace milk cooler)

f. GEERS Grant of \$3,000 (purchase satellite for backup wifi)

10.2. Principals' Report

10.2.1.

Elementary - Update on English Language Arts adoption

Secondary - Update on Fall ACT scores

10.3. Board Committees

10.3.1. **Curriculum and Technology Committee**

**November 2, 2022**

**Agenda:**

- 1. Review test data**
- 2. Classifications and what is taken into consideration**
- 3. Presentation on State Assessment Data for all grades**
- 4. Discussion on instructional needs and staffing**
- 5. Communication plan**

**10.3.2. Policy and Negotiations Committee**

**November 2, 2022**

**1. Policies 6004 and 6020 are on as action items for the next board meeting.**

**2. Policy 6013**

**-Work on the wording of number 5**

**3. Negotiations**

**-Review adjusted Master Agreement**

**11. Next Regular Board Meeting**

December 19, 2022 at 6:00 p.m.

**12. Adjournment**

## Board of Education Regular Meeting

Monday, October 10, 2022 6:00 PM

### 1. Call to Order

Meeting called to order @ 6:00 PM by board president Alicia Beavers.

### 2. Flag Salute

### 3. Open Meeting Act

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

### 4. Roll Call

4.1. - Excuse Absent Board Members

### 5. Approval of Agenda

approve the agenda as presented. 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

### 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.

None signed in.

### 7. Consent Agenda

Motion to approve the Consent Agenda. This motion, made by Morgan Fouts and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: 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. Treasurer's Report

8. Information Items

8.1. Update on Elementary Construction project.

Report by Kent from BD Construction. Things are going well. Will be enclosed by winter. They will wait on doors and windows later but will enclose with plastic. Rough-Ins are done. Temporary Lights are up. They are happy with the progress.

8.2. Appoint Local Delegate Assembly Representative

Appointing a local delegate to attend meeting on behalf of our district.

8.3. First read of the following policies:

First Reading of policies 6004, 6013 and 6020. KSB provided a redline document suggesting some edits.

8.3.1.

6004 Curriculum Development

6013 Teaching Controversial Issues

6020 Multicultural Education

8.4. Creating an additional pay step for support staff when working with individuals with significant needs.

9. Action Items

9.1. Appoint Local Delegate Assembly Representative

Alicia Beavers Board President Appoints Lynette Mitchell as Elm Creek Public Schools Local Delegate Assembly Representative

9.2. Creating an additional pay step for support staff when working with individuals with significant needs. This new step would increase pay per hour by \$2.

Make a motion to create an additional pay step for support staff when working with individuals with significant needs. This new step would increase pay per hour by \$2. 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

10. Reports

Carl Dietz came from Alicap and also did our Rule 10 Inspection.

Audit was done by Dana Cole. They still have some work to do. Hopefully the final audit will be done prior to date to submit to state.

## 10.1. Superintendent's Report

Rule 10 Inspection

Alicap Inspection

Annual Financial Audit

Update on Strategic Planning

Update on Facilities (gym HVAC and roof)

Notification of the board timeline for superintendent evaluation

## 10.2. Principals' Report

Talked about ACT. Students are working on Pre ACT.

Students will be tested off site this year which will help students stay more focused and ensure we get their best effort.

We are implementing an 8th period from 3:22

## 10.3. Board Committees

October 7, 2022 - Negotiations Committee met with Certified Staff Committee

## 11. Next Regular Board Meeting

Monday, November 21, 2022 at 6:00 p.m. in room 810 of the Elm Creek High School

November Board Meeting will be held on November 21

## 12. Adjournment

Meeting Adjourned at 6:59 PM by Board President, Alicia Beavers.

## Board of Education Strategic Planning Community Meeting

Wednesday, October 19, 2022 6:30 P.M.

1. Call to Order

Meeting called to order at 6:36 P.M. by board president Alicia Beavers

2. Open Meeting Act

2.1 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.

3. Roll Call - All Present

4. The Nebraska Association of School Board's representative led a discussion for the Elm Creek School's strategic planning process.

5. Adjournment

Meeting Adjourned at 7:35 P.M. by Board President Alicia Beavers.

BUILDING FUND CHECK REGISTER NOVEMBER 21, 2022

Checking Account ID: BUILDING		Check Type:	Check		
<u>Check No</u>	<u>Check Date</u>	<u>Description</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
10001	11/21/2022	ELEM CONSTRUCTION	BDCONST	BD CONSTRUCTION	650,786.38
10002	11/21/2022	ELEM CONSTRUCTION	WILKINS	WILKINS ARCHITECTURE	7,372.66

Check Type Total: CHECK	Void Total: 0.00	Total without Voids:	658,159.04
Checking Account Total: BUILDING	Void Total: 0.00	Total without Voids:	658,159.04

BOND FUND CHECK REGISTER NOVEMBER 21, 2022

Checking Account ID: BOND

Check Type: Automatic Payment

<u>Check No</u>	<u>Check Date</u>	<u>Description</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
7	12/15/2022	2022 Bond Series	BOKFIN	BOK FINANCIAL	33,235.42
8	12/15/2022	2021 Bond Series	BOKFIN	BOK FINANCIAL	199,000.00
9	12/15/2022	2012 Bond Series	BOKFIN	BOK FINANCIAL	444,930.00

Check Type Total:	Automatic Payment	Void Total: 0.00	Total without Voids:	<u>677,165.42</u>
Checking Account Total:	BOND	Void Total: 0.00	Total without Voids:	677,165.42

DEPRECIATION FUND CHECK REGISTER NOVEMBER 21, 2022

Checking Account ID: BUILDING		Check Type:	Automatic Payment		
<u>Check No</u>	<u>Check Date</u>	<u>Description</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
AUTO	11/21/2022	XFER TO BOND FUND	ECBONDFUND	BOND FUND	175,000.00

Check Type Total:	Automatic Payment	Void Total: 0.00	Total without Voids:	<u>175,000.00</u>
Checking Account Total:	BOND	Void Total: 0.00	Total without Voids:	175,000.00

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount	
18937	11/14/2022				ECACTIVITY	ACTIVITY FUND	50,620.00	
18938	11/14/2022				AEDSUPER	AED SUPERSTORE	534.60	
18939	11/14/2022				ALPHAREH	ALPHA REHABILITATION P.C.	2,483.36	
18940	11/14/2022				BAUERRIC	RICK BAUER	64.00	
18941	11/14/2022				BLACKHILLS	BLACK HILLS ENERGY	290.38	
18942	11/14/2022				BODYW	BODY WORX	177.64	
18943	11/14/2022				CARROT	CARROT-TOP INDUSTRIES	108.90	
18944	11/14/2022				CENTURY	CENTURYLINK	379.54	
18945	11/14/2022				CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS	6,506.80	
18946	11/14/2022				USBANK	CORPORATE PAYMENT SYSTEMS	3,302.78	
18947	11/14/2022				CUMMINSCE	CUMMINS INC	646.50	
18948	11/14/2022				DANAF	DANA F COLE & COMPANY, LLP	3,800.00	
18949	11/14/2022				DAWSONCLE	DAWSON COUNTY CLERK	11.67	
18950	11/14/2022				EAKESOFF	EAKES OFFICE PRODUCTS	2,645.20	
18951	11/14/2022				ECOLAB	ECOLAB PEST ELIMINATION	71.01	
18952	11/14/2022				ESU10	EDUCATIONAL SERVICE UNIT 10	2,492.99	
18953	11/14/2022				FIRSTC	FIRST CARE MEDICAL	175.00	
18954	11/14/2022				FLORELL	ROBIN & KELLY FLORELL	850.00	
18955	11/14/2022				FOSTERC	CURT FOSTER	100.00	
18956	11/14/2022				FOSTFAM	FOSTER'S FAMILY FOODS	195.61	
18957	11/14/2022				GRACZYKL	GRACZYK LAWN & LANDSCAPE	3,031.18	
18958	11/14/2022				GRACZYKS	GRACZYK SPRINKLERS	210.95	
18959	11/14/2022				HOBBY265	HOBBY LOBBY	17.98	
18960	11/14/2022				INTELL	INTELLICOM COMPUTER CONSULTING	675.00	
18961	11/14/2022				PEPPERJW	JW PEPPER	84.15	
18962	11/14/2022				KELLYSA	KELLY'S SALES & AG SERVICE	1,166.71	
18963	11/14/2022				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	75.00	
18964	11/14/2022				LONGK	KATHY LONG	171.88	
18965	11/14/2022				MARQUEZB	BRANDON MARQUEZ	26.98	
18966	11/14/2022				MENARD430	MENARDS - KEARNEY	12.92	
18967	11/14/2022				MOSTEK	MOSTEK ELECTRIC	380.19	
18968	11/14/2022				NECOUNECON	NEBRASKA COUNCIL ON ECONOMIC ED	30.00	
18969	11/14/2022				NPPD	NEBRASKA PUBLIC POWER DISTRICT	5,449.46	
18970	11/14/2022				NE SAFETY	NEBRASKA SAFETY CENTER	200.00	
18971	11/14/2022				ONESOURCE	ONESOURCE	24.00	
18972	11/14/2022				PAYFLEX	PAYFLEX SYSTEMS USA	150.00	
18973	11/14/2022				PERMA	PERMA-BOUND	35.37	
18974	11/14/2022				PHELPSCLER	PHELPS COUNTY CLERK	97.58	
18975	11/14/2022				PIONEERTE	PIONEER TELEPHONE	99.96	
18976	11/14/2022				SAHLING	SAHLING KENWORTH-KEARNEY	2,113.13	
18977	11/14/2022				SCHOOLH	SCHOOL HEALTH CORP	101.94	
18978	11/14/2022				SCHOOLN	SCHOOL NURSE SUPPLY, INC	237.79	
18979	11/14/2022				STATENE	STATE OF NEBRASKA	374.35	
18980	11/14/2022				VEXROBITIC	VEX ROBOTICS, INC	220.22	
18981	11/14/2022				VILLAGEE	VILLAGE OF ELM CREEK	857.70	
18982	11/14/2022				VILLAGEU	VILLAGE UNIFORM	144.88	
18983	11/14/2022				VISTA	VISTA HIGHER LEARNING	409.95	
18984	11/14/2022				VVS	VVS SURVEILLANCE SYSTEMS	285.63	
18985	11/14/2022				WEXBANK	WEX BANK	3,039.84	
18986	11/14/2022				WOODWARDS	WOODWARDS DISPOSAL SERVICE	26.50	
18987	11/14/2022				YANDAS	YANDA'S MUSIC	58.68	
18988	11/14/2022				CREATSIT	CREATIVE SITES	19,240.00	
18989	11/21/2022				HOMETOWN	HOMETOWN LEASING	1,320.00	
Check Type Total:			Check		Void Total:	0.00	Total without Voids:	115,825.90
Checking Account Total:			GENERAL		Void Total:	0.00	Total without Voids:	115,825.90
Grand Total:					Void Total:	0.00	Total without Voids:	115,825.90

## Cash Flow Report

School District #9

Page: 1

11/14/22

Processing Month

10/2022

User ID: LKJ

FUND NL Account	BEGINNING CASH	REVENUES	EXPENSES	ENDING CASH
01 GENERAL FUND	531,672.21	1,152,091.28	(865,519.28)	818,244.21
02 DEPRECIATION	305,890.55	54.99	-	305,945.54
02 DEPRECIATION CD	500,000.00	-	-	500,000.00
03 EMPLOYEE BENEFIT	11,435.23	12.98	-	11,448.21
05 ACTIVITY FUND	42,623.01	71,148.46	(73,700.22)	40,071.25
06 NUTRITION FUND	50,136.37	38,020.20	(41,991.69)	46,164.88
07 BOND FUND	371,118.16	149,375.31	-	520,493.47
08 BUILDING FUND	205,163.26	46,821.07	-	251,984.33
08 EL BLDG FUND-NLAF	1,310,786.65	16,009.31	(1,027,609.50)	299,186.46
08 EL BLDG FUND-FIRSTIER	9,000,000.00	27,268.96	(850,593.25)	8,176,675.71
	12,328,825.44	1,500,802.56	(2,859,413.94)	10,970,214.06

BUILDING FUND CHECK REGISTER NOVEMBER 21, 2022

Checking Account ID: BUILDING		Check Type:	Check		
<u>Check No</u>	<u>Check Date</u>	<u>Description</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
10001	11/21/2022	ELEM CONSTRUCTION	BDCONST	BD CONSTRUCTION	650,786.38
10002	11/21/2022	ELEM CONSTRUCTION	WILKINS	WILKINS ARCHITECTURE	7,372.66

Check Type Total: CHECK	Void Total: 0.00	Total without Voids:	<u>658,159.04</u>
Checking Account Total: BUILDING	Void Total: 0.00	Total without Voids:	658,159.04

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR NOVEMBER 21, 2022  
OCTOBER 2022 FINANCIALS

**GENERAL FUND - ACCT NO. 137766**

BANK BALANCE OCTOBER 1, 2022		\$	1,010,850.84
RECEIPTS			
	BUFFALO COUNTY - TAXES	\$	109,379.81
	Dawson County	\$	8,987.41
	IRS - TAX REIMBURSEMENT	\$	3,328.02
	MTSS	\$	625.00
	PHELPS COUNTY	\$	26,306.73
	Preschool	\$	1,050.00
	STATE OF NEBRASKA - AID	\$	61,262.00
	STATE OF NEBRASKA - MAC	\$	1,528.73
	<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>212,467.70</b>
AVAILABLE BALANCE		\$	1,223,318.54
DISBURSEMENTS:			
	BILLS PAID OCTOBER 10, 2022	\$	74,144.39
	OCTOBER PAYROLL	\$	328,372.06
	MATHESON TRI GAS - VOIDED	\$	(211.10)
	BRANDON MARQUEZ - MILEAGE REIMBURSEMENT	\$	301.25
	TERAH WILLIAMS - SUPPLIES REIMBURSEMENT	\$	46.24
	INTELLICOM - PHONE & VOICE MAIL REPAIRS	\$	2,421.49
	<b>TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>405,074.33</b>
	<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>818,244.21</b>

**DEPRECIATION FUND - ACCT NO 14832**

ACCT 14832	Balance October 1, 2022	\$	305,945.54
	INTEREST	\$	-
	Balance October 31, 2022	\$	305,945.54
CD 31722	Balance October 1, 2022	\$	500,000.00
	INTEREST	\$	-
	Balance October 31, 2022	\$	500,000.00
	TRANSFER FROM GENERAL FUNDS	\$	-
	<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>805,945.54</b>

**UNEMPLOYMENT CD #2232**

Balance October 1, 2022	\$	11,448.21
INTEREST	\$	-
<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>11,448.21</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR NOVEMBER 21, 2022  
 OCTOBER 2022 FINANCIALS

**BUILDING FUND**

Balance October 1, 2022	\$	245,574.79
BUFFALO COUNTY	\$	4,710.91
DAWSON COUNTY	\$	430.54
RECEIPTS - PHELPS COUNTY	\$	1,236.46
INTEREST	\$	31.63
		251,984.33
<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>251,984.33</b>

**BOND FUND (OPENED 11-12-09)**

Balance October 1, 2022	\$	500,119.81
RECEIPTS- BUFFALO	\$	15,048.51
RECEIPTS-DAWSON CO	\$	1,375.31
PHELPS COUNTY	\$	3,949.84
		520,493.47
<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>520,493.47</b>

**ELEM CONSTRUCTION (NLAF)**

Balance October 1, 2022	\$	305,160.23
BD CONSTRUCTION	\$	-
WILKINS ARCHITECTURE DESIGN	\$	7,372.67
DIV REINVESTMENT	\$	1,398.90
XFER TO ELEM CONSTRUCTION - FIRSTIER	\$	-
		299,186.46
<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>299,186.46</b>

**ELEM CONSTRUCTION (FIRSTIER)**

Balance October 1, 2022	\$	9,000,000.00
SEPTEMBER INTEREST	\$	10,640.48
OCTOBER INTEREST	\$	16,628.48
BD CONSTRUCTION	\$	850,593.25
		8,176,675.71
<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>8,176,675.71</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR NOVEMBER 21, 2022  
 OCTOBER 2022 FINANCIALS

**LUNCH FUND**

Balance October 1, 2022 \$ 29,022.17

**RECEIPTS**

LUNCH SALES	\$	12,309.46
EFUND PAYMENTS	\$	980.00
Federal Reimbursement Breakfast	\$	3,712.28
Federal Reimbursement Lunch	\$	14,883.42
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-

**TOTAL RECEIPTS** \$ 31,885.16

**AVAILABLE BALANCE** \$ 60,907.33

**DISBURSEMENTS**

Food/Groceries/Milk Etc.	\$	7,385.82
Supplies	\$	184.91
Miscellaneous (Reimbursements, Bank Fees)	\$	135.00
Payroll	\$	7,036.72

**TOTAL DISBURSEMENTS** \$ 14,742.45

**BALANCE OCTOBER 31, 2022** \$ 46,164.88

**NOVEMBER BILLS AS OF 11-11-22**

BERNARD	\$	-
CASHWA	\$	10,093.85
DOLLAR GENERAL (US BANK CREDIT CARD)	\$	7.77
FOSTERS	\$	69.69
HEARTLAND REFRIGERATION	\$	1,528.54
HILAND (MILK)	\$	2,030.41
SEPTEMBER PAYROLL (ESTIMATE)	\$	7,000.00
US FOODS	\$	2,486.14
VILLAGE UNIFORM (TOWELS ETC)	\$	87.60
	\$	<u>23,304.00</u>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR NOVEMBER 21, 2022  
 OCTOBER 2022 FINANCIALS

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

	Balance October 1, 2022	\$	41,605.01
RECEIPTS	ATHLETICS & ACTIVITIES	\$	16,711.55
	CLUB & CLASS ACCOUNTS	\$	3,983.79
	DISTRICT ACTIVITIES	\$	3,564.52
	FUNDRAISING	\$	1,354.16
	SEPTEMBER GATE & CONC RECEIPTS	\$	6,841.55
	TRANSFER FROM GENERAL	\$	-
EXPENSES	ATHLETICS & ACTIVITIES	\$	(25,887.44)
	CLUB & CLASS ACCOUNTS	\$	(3,161.70)
	DISTRICT ACTIVITIES	\$	(4,940.19)
	FUNDRAISING	\$	-
			<hr/>
	<b>BALANCE OCTOBER 31, 2022</b>	<b>\$</b>	<b>40,071.25</b>

## 6013 Teaching Controversial Issues

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the criteria contained in this policy. Controversial issues may be questions, subjects, or problems which can create a difference of opinion. They can include issues which may have political, social, environmental, or personal impacts on pupils and/or the wider community: locally, nationally or internationally. Often they have no easy answer, in part, because solutions may be based on an individual's personal values and beliefs.

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
- ~~5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.~~

**New wording:** Prior to instruction, the teacher shall discuss potentially sensitive, controversial material with the principal to determine if communication with parents is necessary.

6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.

7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or a school device. However, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**MASTER AGREEMENT BETWEEN  
ELM CREEK BOARD OF EDUCATION AND  
THE ELM CREEK EDUCATION ASSOCIATION**

**This contract is based on a working calendar with 184 days for all full time certified staff.**

**ARTICLE I SALARIES**

- A. Base salary. The base salary for the **2023-2024 school year shall be \$38,191.**
- B. The schedule index shall be 4% for each year's experience allowed on the schedule and 4% for each additional nine hours allowed above the BA degree.
- C. Extra Duty Pay. Teachers assigned a duty listed on the extra-duty schedule shall be placed on the schedule where their past experience would allow, up to the number of years allowed on the schedule as provided by provision number one of the salary schedule provisions.
- D. Home activity and concession sponsors shall be paid \$20.00 per activity. The principal or designee shall make a schedule and all teachers may be placed on the schedule.
- E. Salary Schedule Provisions. The salary schedule provisions attached to the salary schedule are an integral part of the salary schedule and have been negotiated as they appear on the attached schedule.
- F. Substituting for Another Teacher. When asked to sit in for another teacher during a regularly scheduled preparation period, teachers shall be paid **\$25.00 per time.**
- G. Salary Schedule. Following is a copy of the current salary schedule now in force in the Elm Creek Public School. The schedule has three parts: 1) the index schedule; 2) the extra duty pay schedule; 3) the salary schedule provisions.
- H. Chairpersons of the MTSS committees will be paid \$400 per year.
- I. If a teacher is teaching a dual credit class in which the institute offers payment to the district, the district will then divide the money into thirds. One-third will be a stipend for the teacher, one-third will be used for supplies for that class, one-third will be available to make the class more affordable for students taking that course through a reimbursement to the students from the school.

**SALARY SCHEDULE PROVISIONS**

- A. Teachers entering the system for the first time shall be given credit for twelve (12) years prior experience, provided it shall have been earned in an accredited school during the immediately preceding 15 (fifteen) years, and shall have been more than half-time (prorated to the nearest half or whole time) teaching.
- B. Each teacher shall have on file in the superintendent's office a complete up-to-date transcript of college hours earned.
- C. All courses used for advancement on the salary schedule must be graduate courses. \*

\*Exceptions will be at the discretion of the Board of Education and/or Administration and shall be judged on an individual basis.

D. All graduate Courses will be allowed for advancement on the salary schedule.

E. Teachers shall be offered their official contract for the upcoming year no later than March 8<sup>th</sup>.

F. A 13 month pay schedule shall be offered for teachers in their first year of employment at Elm Creek Public Schools. This pay schedule will be based on the same amount as the regular salary for the employee's step and education but will provide an early paycheck in August.

## **ARTICLE II HEALTH & DENTAL INSURANCE**

A. The Elm Creek Public Schools provides a stipulated monthly amount toward the purchase of health & dental insurance or cash (Blue preferred \$1,050.00 deductible or the \$3,600 deductible HSA-Eligible Dental Coverage in Option 2 (PPO-100% A, 75% B, 50% C,) single coverage. A teacher must be teaching half time or more to qualify for insurance or cash. The following are the choices for the 2022-2023 school year:

**Full -time teachers** shall have the following choices:

- I. Family health and single dental insurance
2. Employee and spouse health and single dental insurance
3. Employee and child(ren) health and single dental insurance
4. Employee health and single dental insurance.
5. Cash in Lieu at 90% of monthly Single Insurance premium
6. Cash in Lieu -No "double dipping" - full family dental insurance will be provided to married couples that both work in certified positions for the district.

Teachers opting for the High Deductible HSA health insurance plan shall be compensated the difference between the \$1050 deductible plan and the HSA plan at a rate of 100% as per the elected plan, with ½ the amount paid in a lump sum in September and the remaining to be paid in March. Teachers enrolling in the HSA plan in January during the calendar year would have January and February compensation prorated. Should a teacher's employment from the district be severed prior to the conclusion of the school year, the district retains the right to reclaim any excess funds paid to the employee.

Teachers teaching less than full -time and more than halftime shall have their benefits prorated based on their FTE.

B. The Board of Education reserves the right to name the health and accident insurance carrier.

## **ARTICLE III LONG -TERM INCOME PROTECTION**

A. The Board of Education reserves the right to name the long-term disability income carrier. The Board of Education will pay 100% of the cost of the premium of the long-term (180 day) and the short term (90 day elimination period) and a maximum of 66 2/3% of salary protection.

**ARTICLE IV LEAVE POLICIES**

A. 10 days of personal leave will be granted with no reason given. To use a personal day you have to give 5 days notice and it is contingent on having sub coverage. If a staff member needs to use their PTO for sick leave it will be granted with no prior notice. Unused personal leave days shall be carried over to the following year as sick days until a staff member's sick bank reaches the maximum total of 50 days. No more than 2 personal leave days may be taken on consecutive school days and personal days cannot be used to extend a holiday such as Memorial Day, Labor Day, Thanksgiving, or Christmas; exceptions can be made by the superintendent in cases of emergency or extenuating circumstances. At the end of each academic year a staff member may option to trade two personal leave days for pay at a rate of \$250 per day.” Payment will be included in the June paycheck. The ten personal days granted at the beginning of each contract year must be used completely before sick days can be used from a staff member’s sick bank. Part time employees shall have their PTO days prorated to match their assigned FTE.

Additionally, the following sections will be added:

Sick Bank Leave - may be taken after all PTO leave is used. It is intended for the use of illness for oneself or immediate family members. Immediate family members include wife, husband, son or daughter, mother, father, and anyone of legal guardianship.

Sick Leave Donation:

A teacher may donate a maximum of two days to a staff member in need to be used for sick leave. These days may be taken from their current PTO days or from their sick bank.

A teacher may receive a maximum of 10 sick days to use only when the receiving staff member has used all of their own earned sick days and PTO days.

Donation by teachers is voluntary and on an as-needed basis.

B. Professional leave. Each teacher may be granted two (2) days of professional leave each school year without loss of pay to attend workshops, in-service, visiting another school, etc. Visiting other schools could be an assignment within a college course for advancement on the salary schedule. It requires pre-arranged approval by the principal and/or superintendent.

C. Bereavement Leave. Teachers will be provided leave with pay to attend and/or make preparations for the funeral of a member of the immediate family.

1. Five (5) days will be allowed for each occurrence if the immediate family is defined as spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, or grandchild:
2. Certified staff members will be allowed to use ten (10) available sick days in the case of the death of an immediate family member. Immediate family members would be defined as: wife, husband, daughter or son.

3. Three (3) days will be allowed for each occurrence if the immediate family is defined as brother, brother-in-law, sister or sister-in-law.

4. Two (2) days will be allowed for each occurrence if the immediate family is defined as grandparent.

5. One (1) day will be allowed for each occurrence if the immediate family is defined as aunt or uncle.

6. Teachers will be allowed to use one (1) day of available sick leave per occurrence to attend the funeral of other relatives and friends. Teachers will be allowed one (1) additional day to attend the funeral of relatives if the teacher reimburses the district an amount equal to the cost of a substitute.

D. Maternity leave. Maternity leave shall comply with existing State and Federal laws. Maternity leave shall be leave without pay except as existing laws provide.

#### **ARTICLE V SEVERANCE PAY**

A. Severance Pay. On termination of their contract, certificated staff members shall receive severance pay for unused sick leave, maximum of 50 days, based on one-half of the daily substitute pay rate in effect at the time of termination.

#### **ARTICLE VI GRIEVANCE POLICY**

A. The Board recognizes the need to practice reasonable and effective means of resolving differences, which may arise among employees, to reduce potential areas of grievances, and to establish and maintain, recognized two-way channels of communication between staff and administration. A grievance policy exists in the Board

Policies 4013 and a copy can be located in the staff handbook.

#### **ARTICLE VII OVERNIGHT SUPERVISION AND NON-SCHOOL TIME WORKSHOPS**

A. Staff members required to supervise students or groups overnight will be paid \$40.00 per night in addition to the normal expenses paid by the school.

B. Non-Contract Required Attendance: Teachers requested by the district to attend workshops, training, or meetings on non-contract days shall be paid \$25 per hour. If the workshop exceeds 8 hours, teachers would be paid \$200 per day. These hourly wages include workshop hours and working lunches only and are subject to all normal payroll deductions.

#### **ARTICLE VIII SUCCESSOR AGREEMENT**

A. Each teacher employed by the district will receive vertical and horizontal advancement, if applicable, in the event this agreement continues for the following school year.

#### **ARTICLE IX DURATION OF AGREEMENT**

A. This contract shall be effective for the school year identified in Article 1, Section A, on page 1 of this agreement. If a new and substitute contract has not been duly entered into prior to the end of this agreement period, the terms of this

contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to the beginning of the new contract period. The board agrees to pay any increase in the health and dental Insurance premium so as to maintain present insurance coverage which will be Blue Preferred \$1,050.00 deductible with Single Dental until such time that a substitute contract is adopted.

## **ARTICLE X FRINGE BENEFITS**

A. The Board and Association will implement a Section 125 "cafeteria" plan as per INTERNAL REYE UE SERVICE RULES, and includes the following:

Qualified benefits and employee available elections include:

1. Employee With No Dependents. Where an Employee has no dependents, said Employee may make the following benefit election:
  - a. Single health and dental insurance coverage; or,
  - b. The Cash Payment.
2. Employee With Dependent(s). Where an Employee has dependent(s), said Employee may make the following election:
  - a. Single or dependent (according to the BC/BS four-tier plan for current or,
  - b. The Cash Payment.

B. Within the District's Section 125 Plan, if the cash option is taken, the cash will be treated as follows:

1. Section 125 plan, if the **cash** option is taken:
  - a. Cash will be treated as income. State and Federal taxes will be withheld and income taxes are due on this income.
  - b. This cash will not be used to determine compensation for the Nebraska Teacher Retirement System. This is a Nebraska Retirement System rule. No withholding (employee or employer) will be made for this purpose. This cash will not be used for the Retirement System final compensation formula.
2. Dependent Care Plan/Expenses.
3. Medical Reimbursement Plan/Expenses
4. Cafeteria Plan

This Master Agreement shall constitute a compilation of all the annual agreements between the Elm Creek Education Association since negotiations began in 1967.

However, if proof can be shown by either party, by acceptable copies of past negotiated annual Agreements that something has been changed that is not a negotiated change, or something has been inadvertently "left out" that should be included in this Master Agreement, both parties agree to add or delete to this agreement as the case may be.

Ratified by both parties this 21st day, November, 2022.

Elm Creek School Board President  
Alicia Beavers

ECEA President  
Kris Tool

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## **6004 Curriculum Development**

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

### Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated textbooks on the following schedule.

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Language Arts	REVIEW	ADOPT					
Math		REVIEW	ADOPT				
Science			REVIEW	ADOPT			
Social Studies				REVIEW	ADOPT		
Fine Arts						REVIEW	ADOPT
Health Science		REVIEW	ADOPT				
Physical Ed.		REVIEW	ADOPT				
World Language	REVIEW	ADOPT					
Ag./Food/Human Resources			REVIEW	ADOPT			
Business				REVIEW	ADOPT		
Communication and Info Systems					REVIEW	ADOPT	
Skilled Technical Sciences						REVIEW	ADOPT

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6020 Multicultural Education**

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The district's multicultural education curriculum will be consistent with the district's responsibility under state law to ensure that youth are given the opportunity to become competent, responsible, patriotic, and civil citizens. The district's civics curriculum and multicultural curriculum will work together to make students fully aware of the liberties, opportunities, and advantages we possess and the sacrifices and struggles through whose efforts these benefits were gained.

**Philosophy, Mission, and Program Goals.** The school district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The school district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

**District Guides, Frameworks, or Standards.** Appropriate district staff and/or committee(s) will review the school district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

**Selecting Appropriate Instructional Materials.** Appropriate school district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the school district's multicultural education program.

**Providing Staff Development.** Appropriate school district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with school district and program goals.

**Periodic Assessment.** Appropriate school district staff and/or committee(s) will periodically review the school district's multicultural education program by

reviewing the criteria in this policy to assess whether the school district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

**Annual Status Report.** The superintendent will provide the board with a report on the status of the school district's multicultural education program annually.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 6013 Teaching Controversial Issues

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the criteria contained in this policy. Controversial issues may be questions, subjects, or problems which can create a difference of opinion. They can include issues which may have political, social, environmental, or personal impacts on pupils and/or the wider community: locally, nationally or internationally. Often they have no easy answer, in part, because solutions may be based on an individual's personal values and beliefs.

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
- ~~5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.~~

**New wording:** Prior to instruction, the teacher shall discuss potentially sensitive, controversial material with the principal to determine if communication with parents is necessary.

6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.

7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or a school device. However, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**MASTER AGREEMENT BETWEEN  
ELM CREEK BOARD OF EDUCATION AND  
THE ELM CREEK EDUCATION ASSOCIATION**

**This contract is based on a working calendar with 184 days for all full time certified staff.**

**ARTICLE I SALARIES**

- A. Base salary. The base salary for the **2023-2024 school year shall be \$38,191.**
- B. The schedule index shall be 4% for each year's experience allowed on the schedule and 4% for each additional nine hours allowed above the BA degree.
- C. Extra Duty Pay. Teachers assigned a duty listed on the extra-duty schedule shall be placed on the schedule where their past experience would allow, up to the number of years allowed on the schedule as provided by provision number one of the salary schedule provisions.
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A. Each teacher employed by the district will receive vertical and horizontal advancement, if applicable, in the event this agreement continues for the following school year.

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A. This contract shall be effective for the school year identified in Article 1, Section A, on page 1 of this agreement. If a new and substitute contract has not been duly entered into prior to the end of this agreement period, the terms of this

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A. The Board and Association will implement a Section 125 "cafeteria" plan as per INTERNAL REYE UE SERVICE RULES, and includes the following:

### Qualified benefits and employee available elections include:

1. Employee With No Dependents. Where an Employee has no dependents, said Employee may make the following benefit election:
  - a. Single health and dental insurance coverage; or,
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2. Employee With Dependent(s). Where an Employee has dependent(s), said Employee may make the following election:
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B. Within the District's Section 125 Plan, if the cash option is taken, the cash will be treated as follows:

1. Section 125 plan, if the **cash** option is taken:
  - a. Cash will be treated as income. State and Federal taxes will be withheld and income taxes are due on this income.
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Elm Creek School Board President  
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