

## Board of Education Regular Meeting

Wednesday, June 14, 2023 5:00 PM

Elm Creek Public Schools/Room 810  
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. Treasurer's Report
  - 7.5. Policy Review for the following:  
  
4019 Workplace Injury Prevention  
4030 Evaluation of Certified Employees  
4048 Assessment Administration and Security  
5054 Student Bullying  
5057 Title I Family Engagement

6004 Curriculum Development

6020 Multicultural Education

8. Information Items

8.1. Kent Cordes will provide an update for the Elementary Construction Project.

8.2. Handbooks

Elementary and MS/HS

8.3. Student Fees and Lunch Prices

Policy 5045

9. Action Items

9.1. Student Fees and Lunch Prices

Policy 5045

9.2. Assign Tom Moore as the Chief Financial Advisor for Elm Creek Public Schools.

9.3. Designate Mrs. Linda Johns and Mr. Tom Moore with the authority to sign checks and receipts as representatives of the board.

10. Approve Miller and Associates as the engineering firm overseeing and designing the track project.

11. Next Regular Board Meeting

12. Adjournment

## Board of Education Regular Meeting

Monday, May 8, 2023 6:00 PM

### 1. Call to Order

Meeting was called to order at 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

All Present

#### 4.1. - Excuse Absent Board Members

5. Approval of Agenda Approve the agenda as presented. This motion, made by Alicia Beavers and seconded by Cole Brodine, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: 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.

7. Consent Agenda Motion to approve the Consent Agenda. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: 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

7.5. Current and past board members that pay for the district health insurance plan.

Morgan Meier  
Denise Ourada  
JC Ourada

8. Information Items

8.1. Request for \$100,000 to purchase weight room flooring and equipment.

8.2. Miller and Associates, a civil engineering firm, have presented a proposal to design and oversee the construction of the track project.

8.3. State Aid Certification

9. Action Items

9.1. Request for \$100,000 to purchase weight room flooring and equipment. Motion to Approve \$100,000 to purchase weight room flooring and equipment coming from the general fund. This motion, made by Cole Brodine and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. Reports

10.1. Board Committees

1. Building, Grounds, and Transportation

2. Finance

3. Curriculum and Technology

4. Policy and Negotiations

11. Next Regular Board Meeting

Wednesday, June 14, 2023 at 6:00 p.m. in room 810 of the high school.

Change of Time: Wednesday, June 14, 2023 at 5:00 p.m. in room 810 of the high school.

12. Adjournment

Meeting was adjourned at 6:15 PM PM by board president Alicia Beavers

**Checking Account ID: BUILDING**

**Check Type: Check**

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
10016	06/14/2023				WILKINSA	WILKINS ARCHITECTURE DESIGN	7,695.66
Check Type Total:			Check			Void Total: 0.00	Total without Voids: 7,695.66
Checking Account Total:			BUILDING			Void Total: 0.00	Total without Voids: 7,695.66
Grand Total:						Void Total: 0.00	Total without Voids: 7,695.66

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
19327	06/14/2023				ACCO	ACCO BRANDS USA LLC	146.96
19328	06/14/2023				AGLAND	AGLAND AUTO REPAIR	743.64
19329	06/14/2023				ALPHAREH	ALPHA REHABILITATION P.C.	2,527.01
19330	06/14/2023				ARNOLDM	ARNOLD MOTOR SUPPLY	91.88
19331	06/14/2023				BLACKHILLS	BLACK HILLS ENERGY	630.50
19332	06/14/2023				BUFFALOCOM	BUFFALO COUNTY COMMUNITY PARTNERS	500.00
19333	06/14/2023				BUFFALOOT	BUFFALO OUTDOOR POWER LLC	891.82
19334	06/14/2023				CENTURY	CENTURYLINK	509.31
19335	06/14/2023				CIRCLESP	CIRCLE S PLUMBING	483.02
19336	06/14/2023				COMPHA	COMPUTER HARDWARE, INC	24,235.20
19337	06/14/2023				CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS	943.00
19338	06/14/2023				USBANK	CORPORATE PAYMENT SYSTEMS	2,567.27
19339	06/14/2023				CUMMINSCE	CUMMINS INC	458.56
19340	06/14/2023				DANAF	DANA F COLE & COMPANY, LLP	3,300.00
19341	06/14/2023				EAKESOFF	EAKES OFFICE PRODUCTS	13,435.48
19342	06/14/2023				ECOLAB	ECOLAB PEST ELIMINATION	76.69
19343	06/14/2023				ESU10	EDUCATIONAL SERVICE UNIT 10	1,291.95
19344	06/14/2023				ESU11	EDUCATIONAL SERVICE UNIT 11	839.40
19345	06/14/2023				EGAN	EGAN SUPPLY CO.	22.48
19346	06/14/2023				ELECTRONIC	ELECTRONIC CONTRACTING CO.	81.00
19347	06/14/2023				FLORELL	ROBIN & KELLY FLORELL	850.00
19348	06/14/2023				FOSTERC	CURT FOSTER	100.00
19349	06/14/2023				FOSTFAM	FOSTER'S FAMILY FOODS	252.12
19350	06/14/2023				FRONTLINE	FRONTLINE	4,002.25
19351	06/14/2023				GRACZYKL	GRACZYK LAWN & LANDSCAPE	1,406.00
19352	06/14/2023				GREATM	GREAT MINDS	1,039.50
19353	06/14/2023				HOMETOWN	HOMETOWN LEASING	1,320.00
19354	06/14/2023				INTEGRATED	INTEGRATED LIFE CHOICES	7,424.98
19355	06/14/2023				INTELL	INTELLICOM COMPUTER CONSULTING	46.00
19356	06/14/2023				DISTRICT7	JANAE DAHLSTEDT DISTRICT #7 TREASURER	9,025.00
19357	06/14/2023				JOSTENS	JOSTENS	438.95
19358	06/14/2023				KELLYSA	KELLY'S SALES & AG SERVICE	363.60
19359	06/14/2023				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	1,855.00
19360	06/14/2023				LAGUNA	LAGUNA TOOLS, INC.	2,501.01
19361	06/14/2023				LAKESHOR	LAKESHORE LEARNING MATERIALS	288.63
19362	06/14/2023				LOCKMOBILE	THE LOCKMOBILE	165.00
19363	06/14/2023				MARQUEZB	BRANDON MARQUEZ	3,420.00
19364	06/14/2023				LINWELD	MATHESON TRI GAS	15.58
19365	06/14/2023				MCGRAW	MCGRAW-HILL COMPANIES	1,345.60
19366	06/14/2023				MENARD430	MENARDS - KEARNEY	238.75
19367	06/14/2023				METZGERMC	METZGER/MCGUIRE	893.46
19368	06/14/2023				MIDAMERB	MIDAMERICA BOOKS	137.70
19369	06/14/2023				NPPD	NEBRASKA PUBLIC POWER DISTRICT	4,010.17
19370	06/14/2023				ONESOURCE	ONESOURCE	155.00
19371	06/14/2023				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
19372	06/14/2023				PLANKROAD	PLANK ROAD PUBLISHING INC	122.45
19373	06/14/2023				SAHLING	SAHLING KENWORTH-KEARNEY	2,508.88
19374	06/14/2023				SCHOOLH	SCHOOL HEALTH CORP	170.57
19375	06/14/2023				SCHOOLN	SCHOOL NURSE SUPPLY, INC	375.44
19376	06/14/2023				STATENE	STATE OF NEBRASKA	306.14
19377	06/14/2023				VILLAGEE	VILLAGE OF ELM CREEK	857.70
19378	06/14/2023				VILLAGEU	VILLAGE UNIFORM	114.50
19379	06/14/2023				VISTA	VISTA HIGHER LEARNING	1,573.25
19380	06/14/2023				WPCI	W.P.C.I.	123.00
19381	06/14/2023				WEXBANK	WEX BANK	2,387.41
19382	06/14/2023				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00
19383	06/14/2023				YANDAS	YANDA'S MUSIC	61.35

Check Type Total: Check      Void Total: 0.00      Total without Voids: 103,850.16

**Check Register by Checking Account**  
JUNE 2023 GENERAL FUND CHECK REGISTER

Checking Account Total:	GENERAL	Void Total:	0.00	Total without Voids:	<u>103,850.16</u>
	Grand Total:	Void Total:	0.00	Total without Voids:	<u>103,850.16</u>



# Wilkins Architecture Design Planning LLC

2908 W 39th Street Suite A  
Kearney, NE 68845  
Tel: 308-237-5787 Fax: 308-236-6929  
wadp@wilkinsadp.com  
www.wilkinsadp.com

## INVOICE

INVOICE DATE: 5/30/2023  
INVOICE NO: 5446  
BILLING THROUGH: 5/30/2023

Bret Schroder  
Elm Creek Public Schools  
230 East Calkins Ave  
Elm Creek, NE 68836-0490

### 2101 Elm Creek Public Schools Addition & Renovation

Managed By: Jacob M Sertich

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
2101 Elm Creek Public Schools Addition & Renovation	\$664,204.00	95.54	\$634,580.50	\$627,207.84	\$7,372.66
<b>TOTAL</b>	<b>\$664,204.00</b>		<b>\$634,580.50</b>	<b>\$627,207.84</b>	<b>\$7,372.66</b>

### EXPENSES

DATE	EMPLOYEE	DESCRIPTION	AMOUNT
5/26/2023	Marty Kasl	830 - MEALS	\$51.58
5/26/2023	Marty Kasl	831 - CAR RENTAL	\$139.48
5/26/2023	Marty Kasl	831 - Fuel	\$131.94
<b>TOTAL EXPENSES</b>			<b>\$323.00</b>
<b>SUBTOTAL</b>			<b>\$7,695.66</b>
<b>AMOUNT DUE THIS INVOICE</b>			<b>\$7,695.66</b>

This invoice is due upon receipt

### ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$636,690.13	\$628,994.47	\$7,695.66

We appreciate your business

## Cash Flow Report

School District #9  
6/12/2023

Processing Month

05/2023

Page: 1  
User ID: LKJ

FUND NI Account		BEGINNING CASH	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	531,672.21	4,713,373.12	(3,729,933.50)	1,515,111.83
02	DEPRECIATION	305,890.55	93.00	(36,584.00)	269,399.55
02	DEPRECIATION CD	500,000.00	6,488.66	-	506,488.66
03	EMPLOYEE BENEFIT	11,435.23	42.94	-	11,478.17
05	ACTIVITY FUND	42,623.01	296,816.79	(292,607.65)	46,832.15
06	NUTRITION FUND	50,136.37	187,652.63	(192,260.29)	45,528.71
07	BOND FUND	371,118.16	818,303.82	(677,165.42)	512,256.56
08	BUILDING FUND	205,163.26	171,591.36	(175,000.00)	201,754.62
08	EL BLDG FUND-NLAF	1,310,786.65	19,893.16	(1,329,522.73)	1,157.08
08	EL BLDG FUND-FIRSTIER	9,000,000.00	127,617.92	(5,045,683.50)	4,081,934.42
08	EL SWEEP ACCT (INTEREST)	-	116,774.82	-	116,774.82
		12,328,825.44	6,458,648.22	(11,478,757.09)	7,308,716.57

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS

FOR JUNE 14, 2023

MAY 2023 FINANCIALS

**GENERAL FUND - ACCT NO. 137766**

BALANCE MAY 1, 2023		\$	783,819.64
RECEIPTS			
	BUFFALO COUNTY - TAXES	\$	767,099.02
	CCC COLLEGE CREDIT COURSE	\$	1,800.00
	Dawson County	\$	52,051.37
	ESU 10	\$	-
	PHELPS COUNTY	\$	245,626.32
	Preschool	\$	-
	STATE - MAC/MIPS	\$	3,126.61
	STATE - MATH DAY REIMBURSEMENT	\$	175.00
	STATE - SPED FFR EXTRA PAYMENT	\$	1,619.00
	STATE - SPED SA 21-22	\$	30,577.00
	STATE - SPED SA TRANSPORTATION	\$	7,920.00
	STATE OF NEBRASKA - AID	\$	61,262.00
	TOTAL RECEIPTS	\$	<u>1,171,256.32</u>
AVAILABLE BALANCE		\$	1,955,075.96
DISBURSEMENTS:			
	BILLS PAID MAY 8, 2023	\$	58,627.03
	MAY 2023 PAYROLL	\$	326,951.57
	CORPORATE PAYMENT SYSTEMS	\$	722.89
	INTEGRATED LIFE CHOICES	\$	7,571.09
	PIONEER TELEPHONE	\$	76.11
	MIDWAY AUTO DEALERSHIP (NEW VAN)	\$	38,149.00
	DAKOTA EMPFIELD	\$	369.00
	BRANDON MARQUEZ (MILEAGE)	\$	361.25
	EC LUNCH FUND	\$	467.25
	LEXIA LEARNING SYSTEMS LLC	\$	6,384.00
	BRET SCHRODER (MILEAGE)	\$	284.94
	TOTAL DISBURSEMENTS	\$	<u>439,964.13</u>
	<b>BALANCE MAY 31, 2023</b>	\$	<b>1,515,111.83</b>

**DEPRECIATION FUND - ACCT NO 14832**

ACCT 14832	BALANCE MAY 1, 2023	\$	269,399.55
	INTEREST	\$	-
	BALANCE MAY 31, 2023	\$	<u>269,399.55</u>
CD 31722	BALANCE MAY 1, 2023	\$	506,488.66
	INTEREST	\$	-
	TRANSFER FROM GENERAL FUNDS	\$	-
	BALANCE MAY 31, 2023	\$	<u>506,488.66</u>
	<b>DEPRECIATION BALANCE MAY 31, 2023</b>	\$	<b>775,888.21</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JUNE 14, 2023  
 MAY 2023 FINANCIALS

**UNEMPLOYMENT CD #2232**

BALANCE MAY 1, 2023	\$	11,478.17
INTEREST	\$	-
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>11,478.17</b>

**BUILDING FUND**

BALANCE MAY 1, 2023	\$	150,322.71
BUFFALO COUNTY	\$	36,638.17
DAWSON COUNTY	\$	2,526.06
RECEIPTS - PHELPS COUNTY	\$	11,954.54
INTEREST	\$	313.14
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>201,754.62</b>

**BOND FUND (OPENED 01/01/2023)**

BALANCE MAY 1, 2023	\$	302,078.49
RECEIPTS- BUFFALO	\$	158,428.28
RECEIPTS-DAWSON CO	\$	10,892.04
PHELPS COUNTY	\$	40,857.75
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>512,256.56</b>

**ELEM CONSTRUCTION (NLAF)**

BALANCE MAY 1, 2023	\$	1,152.45
BD CONSTRUCTION	\$	-
DIV REINVESTMENT	\$	4.63
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>1,157.08</b>

**ELEM CONSTRUCTION (FIRSTIER)**

BALANCE MAY 1, 2023	\$	4,578,469.47
INTEREST FOR MAY 2023	\$	10,856.13
WILKINS ARCHITECTURE DESIGN	\$	7,472.03
BD CONSTRUCTION	\$	488,265.83
APRIL INTEREST TO SWEEP ACCOUNT	\$	11,653.32
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>4,081,934.42</b>

**SWEEP SAVINGS ACCOUNT**

BALANCE MAY 1, 2023	\$	105,121.50
EARNED INTEREST ON ACCOUNT	\$	-
INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$	11,653.32
<b>BALANCE MAY 31, 2023</b>	<b>\$</b>	<b>116,774.82</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JUNE 14, 2023  
 MAY 2023 FINANCIALS

**LUNCH FUND**

BALANCE MAY 1, 2023 \$ 50,549.95

**RECEIPTS**

LUNCH SALES	\$	4,995.92
EFUND PAYMENTS	\$	644.75
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	8,046.18
State Reimbursement Breakfast	\$	2,088.51
SSO LUNCH-S4	\$	-
SSO LUNCH-S11	\$	-
SSO BREAKFAST	\$	-
SUPPLY CHAINS ASSISTANCE FUNDS	\$	-
<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>15,775.36</b>

AVAILABLE BALANCE \$ 66,325.31

**DISBURSEMENTS**

Food/Groceries/Milk Etc.	\$	14,409.34
Supplies	\$	753.20
Miscellaneous (Reimbursements, Bank Fees)	\$	1,038.65
Payroll	\$	4,595.41

TOTAL DISBURSEMENTS \$ 20,796.60

**BALANCE MAY 31, 2023 \$ 45,528.71**

**JUNE BILLS AS OF 6/9/2023**

BERNARD	\$	-
CASHWA	\$	10,995.30
FOSTERS	\$	532.72
HEARTLAND REFRIGERATION	\$	234.86
HILAND (MILK)	\$	1,247.64
JUNE PAYROLL (ESTIMATE)	\$	3,000.00
US FOODS	\$	-
VILLAGE UNIFORM (TOWELS ETC)	\$	58.80

**\$ 16,069.32**

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
 FOR JUNE 14, 2023  
 MAY 2023 FINANCIALS

<b><u>ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)</u></b>		\$	73,473.27
RECEIPTS	ATHLETICS & ACTIVITIES	\$	6,147.00
	CLUB & CLASS ACCOUNTS	\$	40.00
	DISTRICT ACTIVITIES	\$	5,370.68
	FUNDRAISING	\$	1,121.00
	TRANSFER FROM GENERAL	\$	-
	TOTAL RECEIPTS		\$
EXPENSES	ATHLETICS & ACTIVITIES	\$	21,844.29
	CLUB & CLASS ACCOUNTS	\$	9,476.31
	DISTRICT ACTIVITIES	\$	7,999.20
	FUNDRAISING	\$	-
	FUNDRAISING	\$	-
	TOTAL EXPENSES		\$
<b>BALANCE MAY 31, 2023</b>		<b>\$</b>	<b>46,832.15</b>

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Section 1 Attendance Policy**

Regular and punctual student attendance is required by school board policy 5008 and state law. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The Principals and teachers are required to maintain an accurate record of each student's attendance.

### **Section 2 Attendance and Absences**

#### **Required Attendance**

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to regularly attend a public or private school unless the child has graduated from high school or has been disenrolled by the child's parent or guardian.

#### **Mandatory Attendance Age**

A child is of mandatory age if the child will reach the age of six (6) years prior to January 1 of the then-current school year and has not reached the age of eighteen (18) years.

#### **Exceptions for Younger Students**

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. [Click here to access the required affidavit.](#)

#### **Exceptions for Older Students**

Attendance is not mandatory for a child who:

has obtained a high school diploma by meeting statutory graduation requirements;

has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements;

has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

### **Attendance Officer**

The superintendent is designated as the attendance officer for the district. The superintendent, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law and board policy relating to compulsory attendance. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

### **Attendance/Absences**

An absence from school will be reported as: 1. an excused absence or 2. an unexcused absence.

### **Excused Absences**

Absences should be cleared through the principal's office in advance whenever possible. An absence or tardy, even by parent approval, may not be excused unless it is specifically excused by board policy. Please call the High School office at 308-856-4300 before 8:30 am to report a student absence. Below are reasons for absence that may be excused if proper procedures have been followed unless otherwise permitted by board policy, the school handbook, or state law:

Attending a funeral of an immediate family member (parent, sibling, or grandparent),

Illness (physical or mental) which causes a student to be absent from school (a physician's verification will be required for documentation of absence for illness in the event of excessive absences.)

Medical appointments (doctor, vision, or dental) for the student (a physician's verification will be required for documentation of absence for appointment in the event of excessive absences.

Appearance at court or for other legal matters

School sponsored activities which require students to be absent from school

Family trips in which the student accompanies parent(s)/legal guardian(s)

College planning visits, and

Other absences which have received prior approval from the Principal.

The Principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other projects which may be missed.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to make up work. Students who will be absent for a school activity must make arrangements with their teachers prior to the absence. If requested, assignments will be prepared for students who are ill. If parents and /or students request assignments, the school should be contacted by no later than 9 a.m. A student will be considered absent until a parent/guardian contacts the school. After two days with no parent or guardian contact, the absence will be considered unexcused even if the absence would otherwise be excused.

If a student is absent, a parent or guardian must call the Elm Creek High School office that day with the reason for the absence. The call must be made each day a student is absent, unless other arrangements have been made, such as pre-arranged absences or an extended period of absence for the same cause. In the event of an appointment(s) or medical visit, please bring a note, from the doctor to the high school office for documentation.

### **Unexcused Absences**

An absence which is not excused is unexcused. A student who engages in unexcused absences may be considered truant as per Neb. Rev. Stat. 79-201. Students are subject to disciplinary action for trancies. A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

### **Excessive Absences - Notification and Collaborative Plan Process**

Excessive absenteeism refers to any student that is absent 5 days or more per 9 weeks period. Such absences shall be determined on a per class basis. ECHS may use excused and unexcused absences to calculate this total. The

following procedures will act as a guide for Elm Creek High School to address excessive absenteeism.

Verbal (@ 3 days) or written (@ 5 days) communication by school officials with the person or persons who have legal or actual charge or control of the student.

One or more meetings between the school (school administrator/designee, and/or school counselor and/or social worker), the student, the student's parent/guardian when appropriate to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan/attendance contract to reduce barriers identified to improve regular attendance. The plan/contract shall consider, but not limited to:

Illness related to physical or behavioral health of the child

Educational counseling

Educational evaluation

Referral to community agencies for economic services

Family or individual counseling

Assisting the family in working with other community services.

If the parent/guardian refuses to participate or attend such a meeting the principal shall place documentation of such refusal in the student's attendance records.

**Reporting Excessive Absenteeism to the County Attorney**-The School may report to the county attorney of the county in which the person resides when the school efforts to address excessive absences, the collaborative plan/contract to reduce barriers identified to improve regular attendance have not been successful, and the student has accumulated more than twenty (20) absences per year. The school will notify the student's family in writing prior to referring the child to the county attorney.

### **Credit Loss due to Absenteeism**

Unless otherwise arranged and approved in advance, after three (3) days of absence during a term, a phone call discussing our attendance policy will be

made to the parent and/or guardian. We will discuss any discrepancies and parent/guardian will be asked to provide any necessary absence documentation. When a student has exceeded five (5 Excused/Unexcused) absences during any Term, a letter will be sent home informing the student and his/her parents/guardians of the possible revocation of academic credits and possible need to provide documentation and/or setup an attendance review at the end of the term. This letter may coincide with a student conference and/or follow up phone call and/or meeting with the student and/or parents, in addition to any of the aforementioned interventions. The following terms and processes govern credit loss due to absenteeism:

Absences related to school activities, suspensions, court appearances, medical/legal documented appointments/absences, bad roads, two (2) college visits, school suspensions, Elm Creek state activity contests and any other reason contained in board policy are excluded from a student's absence total when considering revoking class credits.

At the end of the semester, students that have exceeded nine (9) or more Excused/Unexcused absences during the term will be sent a letter regarding the revocation of academic credits and procedures to request an attendance review and present documentation or information to support their contention that the individual situation deserves special consideration and that credit should not be lost. Failure to request a review within five (5) days will result in the student being denied credit in the designated classes.

An attendance committee appointed by the superintendent will review the circumstances during the review and determine whether or not to grant credit. Extraordinary or unusual circumstances, which may have caused a student to have an absence, may be presented to the committee, which may allow the student to earn credit despite his or her absence. The committee may consider such factors as: whether the reasons are contrary to the spirit of this policy; whether the student is failing in any class; whether the student has been a disruptive, undisciplined student, whether the student has repeatedly failed to comply with school rules and regulations; and /or other similar factors deemed appropriate by the committee.

Adopted on: December 14, 2020 \_\_\_\_\_

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

Reviewed on: April 11, 2022

## **4030 Evaluation of Certificated Employees**

All certificated employees to be evaluated shall be notified annually in writing of the evaluation process. A certificated administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each probationary certificated employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is a superintendent, he or she shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

The school district will train administrators in evaluation annually through meetings with the superintendent or other administrator, attendance at regional, state or national workshops, or any other method approved by the superintendent.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

**Entire Instructional Period.** For certificated employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

**Actual Classroom Observation.** Actual classroom observation consists of observing the certificated employee in any activities in a classroom setting. When a certificated employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certificated employee performing activities that are typical of his or her position.

This policy and the evaluation instrument shall be included in the teacher handbook which will be distributed to staff members upon their employment and annually thereafter.

Adopted on: December 14, 2020

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

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

## **4048**

### **Assessment Administration and Security**

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

#### **1. Assessment Responsibilities**

- a.** Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b.** Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and
  - ensuring the security of all test materials.

#### **2. Security Violations and Cheating**

**a. Classroom assessments**

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

**b. State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: December 14, 2020

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

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



## 5054

### Student Bullying

**Definition of Bullying.** Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

**Bullying Prohibited.** Students are prohibited from engaging in any form of bullying behavior.

**Reporting Bullying.** Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator.

. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

**Bullying Investigations.** School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

**Disciplinary Consequences.** The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school- sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts

the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

**Bullying Based on Protected Class Status.** Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's antidiscrimination policies.

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

**Bullying Prevention and Education.** Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

**Policy Review.** The school district shall review this policy annually.

Adopted on: December 14, 2020

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

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





## **6004**

### **Curriculum Development**

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 standards shall be the same as the measurable model academic content standards adopted by or required by the State Board of Education and shall cover at least the same grade levels required by the State Board. 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.

	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: December 14, 2020

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 programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

**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: December 14, 2020

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

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



## **5057**

### **District Title I Parent and Family Engagement Policy**

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: December 14,  
2020

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

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

## Page 1: Date of return of form

There are several forms at the end of this handbook that you must read, sign, and return no later than **Friday, August 19, 2022.**

## Page 23: Injury or illness at school

### Illness or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital. Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

If a student has a temp over 100 degrees or has thrown up, they must stay home for 24 hours since their last vomit or 24 hours of being fever free without the aid of Tylenol or Ibuprofen. Pink Eye must be treated with Antibiotic Drops for 24 hours before a student can return to school.

## Page 31 Listing of Fees Charged by District

- 1. Technological Devices.** The district will provide students with the technological devices necessary to complete all basic curricular projects. ~~Grades 7—12 have an annual technology fee of \$40 for their chromebook.~~ **For all students in grades PK -12, there will be no annual technology fee. However, an issue of damage, breakage, or general need for repair will be paid by the student that was issued the device.**

## Page 32 List of charges for lunches ect....

- 1. Charges for Food Consumed by Students.** The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-6
  - Regular Price           \$1.90
  - Reduced Price           \$.30
- Breakfast Program – Grades 7-12

- Regular Price      \$1.90
- Reduced Price     \$0.30
- Lunch Program – Grades K-6
  - Regular Price      \$3.05
  - Reduced Price     \$0.40
- Lunch Program – Grades 7-12
  - Regular Price      \$3.20
  - Reduced Price     \$0.40
- Second milk       \$0.40
- second entrée     \$1.00

## Page 41 Changes in grade percentages for Junior High & High School

### Previous Grade Percentage for both Elementary and JH/HS

A+	4.0	97-100%
A	4.0	93-96.9%
B+	3.5	92-92.9%
B	3.0	85-88.9%
C+	2.5	81-84.9%
C	2.0	77-80.9%
D+	1.5	74-76.9%
D	1.0	70-73.9%
F	0.0	0-69.9%
I	Incomplete	

### **New Grade Percentages**

Students will receive letter grades for their academic core classes.

### **The middle and high school grading system is as follows:**

A+	4.0	97-100%
A	4.0	93-96.9%
A-	3.67	90-92.9%
B+	3.33	87-89.9%
B	3.0	83-86.9%
B-	2.67	80-82.9%
C+	2.33	77-79.9%
C	2.0	73-76.9%
C-	1.67	70-72.9%
D+	1.33	67-69.9%
D	1.0	63-66.9%
D-	0.67	60-62.9%
F	0.0	0-59.9%
I	Incomplete	

## Page 42 Changes in grade percentages for Elementary

A+	4.0	97-100%
A	4.0	93-96.9%
A-	3.67	90-92.9%
B+	3.33	87-89.9%
B	3.0	83-86.9%
B-	2.67	80-82.9%
C+	2.33	77-79.9%
C	2.0	73-76.9%
C-	1.67	70-72.9%
D+	1.33	67-69.9%
D	1.0	63-66.9%
D-	0.67	60-62.9%
F	0.0	0-59.9%
I	Incomplete	

## Page 52 SPonsor & Coaches Assignments

### Extracurricular Assignments/Committees

Activity	Coaches/Sponsors/Assistant Coaches
Band	Olivia Kitterman
Basketball - Boys	Tanner Cavenee (Head Coach), Davis Miner, Trey Miner, Matt Cunningham
Basketball - Girls	Jadyn High (Head Coach), Tyler Fries
Cheer	Renee Bauer and Olivia Kitterman
Choir	Amber Reiter
Cross Country	Micki Fries (Head Coach)
eSports	Rick Bauer
FFA	Coleen Hodges
Flags	Olivia Kitterman
Football	Blake Schwarz(Head Coach), Mike Shoff, Mark Stone, Nate Fields
Golf	Jordan High (Head Coach)
National Honor Society	Kris Tool
One Act Play	Barb Keep and Kenneth Weber
Quiz Bowl	Royall Woodman, Katie Holland
Speech	Coleen Hodges (Head Coach), Anna Foster
Student Council	Amber Reiter
Track	Micki Fries (Head Coach), Cassie Lechman,, Mark Stone, Jadyn High

Volleyball	Kelsey Stolp (Head Coach), Carissa Jensen
Wrestling	Mike Shoff(Head Coach), Matt Korinek, Matt Harvey
Yearbook	Olivia Kitterman
MS Boys Sports	Tanner Cavenee/Blake Schwarz
MS Girls Sports	Linda Killion/Micki Fries

## Page 61 Updated Varsity SPorts Seasons per NSAA Calendar

### Varsity Sports Seasons

All interscholastic sports are divided into three seasons--fall, winter, and spring. The divisions of sports, the date of the first allowed organized practice, and the closing date of the season shall be as follows. No individual shall participate simultaneously in more than one sport per season. (Dates subject to changes)

<b>FALL</b>	<b>FIRST DAY OF PRACTICE</b>	<b>CLOSE OF SEASON</b>
Cross-Country	August 7	State Meet Oct. 20 Kearney
Football	August 7	State Finals Nov. 20 Lincoln
Volleyball	August 7	State Meet Nov. 1-4 Lincoln

<b>WINTER</b>	<b>FIRST DAY OF PRACTICE</b>	<b>CLOSE OF SEASON</b>
Girls Basketball Lincoln	November 13	State Tourney eb 26-Mar 2
Boys Basketball	November 13	State Tourney March 6-9 Lincoln
Wrestling	November 13	State Meet Feb 15-17 Omaha

<b>SPRING</b>	<b>FIRST DAY OF PRACTICE</b>	<b>CLOSE OF SEASON</b>
Boys Golf	February 26	State Meet May 21-22 TBD
Track	February 26	State Meet - May 17-18 Omaha

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects.

## **6. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$25.00
  - Covers admission to all extracurricular events
- Student Participation Fee: **No Fee At This Time**
  - Required of all students who participate in athletics and/or other extracurricular activities
- National Honor Society: **No Fee At This Time**
- Cheerleading, Drill Team, Flag Corps: **No Fee At This Time**
  - Students must purchase uniforms and shoes selected by the sponsor and/or student group.
- Football: **No Fee At This Time**
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: **No Fee At This Time**
  - Students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, and Wrestling: **No Fee At This Time**
  - Students must provide their own shoes and undergarments
- FFA: \$30.00
  - Students must purchase their own jackets and pay dues
- Spanish Club: **No Fee At This Time**

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in

which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district may charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$.05 per page for reproduction of student records.

## **10. Pre-Kindergarten and After-School Services**

### **A. Participation in Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$600.00 per year.

### **B. Participation in After-School Services**

At this time Elm Creek Schools does not offer After-School services.

## **11. Participation in Summer School or Night School.**

The district may charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

At this time Elm Creek Schools does not charge for these services.

## **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PreK-6
  - Regular Price                      \$1.90
  
- Breakfast Program – Grades 7-12
  - Regular Price                      \$1.90
  
- Lunch Program – Grades PreK-6
  - Regular Price                      \$3.05
  
- Lunch Program – Grades 7-12
  - Regular Price                      \$3.20
  
- Adult Meals
  - Breakfast                              \$2.50
  - Lunch                                    \$4.00

## **13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activity fees and the equipment or attire required for participation in musical extracurricular activities:

- **Band: No Fee At This Time**
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers

- **Swing Choir: No Fee At This Time**

- o Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$\_\_\_\_\_

#### **14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities.

#### **C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

#### **D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

#### **E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

## **F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

## **G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve as a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: December 14, 2020

Revised on: June 6, 2022

Reviewed on: June 14, 2023



## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects.

## **6. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$25.00
  - Covers admission to all extracurricular events
- Student Participation Fee: **No Fee At This Time**
  - Required of all students who participate in athletics and/or other extracurricular activities
- National Honor Society: **No Fee At This Time**
- Cheerleading, Drill Team, Flag Corps: **No Fee At This Time**
  - Students must purchase uniforms and shoes selected by the sponsor and/or student group.
- Football: **No Fee At This Time**
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: **No Fee At This Time**
  - Students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, and Wrestling: **No Fee At This Time**
  - Students must provide their own shoes and undergarments
- FFA: \$30.00
  - Students must purchase their own jackets and pay dues
- Spanish Club: **No Fee At This Time**

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in

which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district may charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$.05 per page for reproduction of student records.

## **10. Pre-Kindergarten and After-School Services**

### **A. Participation in Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$600.00 per year.

### **B. Participation in After-School Services**

At this time Elm Creek Schools does not offer After-School services.

## **11. Participation in Summer School or Night School.**

The district may charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

At this time Elm Creek Schools does not charge for these services.

## **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PreK-6
  - Regular Price                      \$1.90
  
- Breakfast Program – Grades 7-12
  - Regular Price                      \$1.90
  
- Lunch Program – Grades PreK-6
  - Regular Price                      \$3.05
  
- Lunch Program – Grades 7-12
  - Regular Price                      \$3.20
  
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Adopted on: December 14, 2020

Revised on: June 6, 2022

Reviewed on: June 14, 2023



# An Agreement for the Provision of Limited Professional Services

**Design Professional Firm:** MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.  
1111 Central Avenue  
Kearney, NE 68847  
[cbennett@miller-engineers.com](mailto:cbennett@miller-engineers.com)  
(hereinafter called "Engineer")

**Client:** ELM CREEK PUBLIC SCHOOL  
P.O. Box 490  
230 Calkins Street  
Elm Creek, NE 68836  
c/o Bret Schroder  
[bret.schroder@elmcreekschools.org](mailto:bret.schroder@elmcreekschools.org)  
(hereinafter called "Client")

**Date:** May 2, 2023

**Project No.** 109-P

**PROJECT NAME/LOCATION:** Survey and design for a new track, field events, and drainage at the existing Elm Creek track and football field location.

## **TASK 1 - Topographic and Boundary Survey**

This item will include the following tasks:

1. Topographic survey of entire site, excluding the building and east parking area.
2. Survey will include ground shots, existing utilities, and topographic of the defined area.
3. Provide drawing in electronic format.
4. Provide benchmark and location.

## **TASK 2 - Design & Bidding Phase Services**

This item will include the following tasks:

1. Evaluate existing site drainage along, sidewalk grades, bleacher/grandstand stormwater runoff, and field event areas.
2. On-site stormwater detention is assumed to not be required, and conceptual layouts provided depicting new stormwater drainage improvements also utilize the existing stormwater conveyance infrastructure on site.
3. Engineer will provide a striping layout of the track and revised high jump on the east D Area (High Jump). The layout will include the existing location of track field events such as triple jump, pole vault, high jump, shot put, and discus.
4. Engineer will also provide layout options for the south side of the track batting cage, bleacher, and ballfield fence realignment.
5. Evaluation and recommendation of drainage option for the shot put area.
6. Preparation of Bidding Documents for Contractors.
7. Answering Contractor questions during the Bidding process
8. Assist Client in opening bids and making recommendations for award.
9. Preparation of Construction Documents.

## **TASK 3 - Construction Phase Services**

This item will include the following tasks:

1. On-site Construction Observation will be part-time up to 5 visits.
2. Review of Shop Drawing Submittals
3. Process pay requests and construction administration
4. Preparation of As-Recorded Drawings
5. Preparation of Certificate of Completions for Client.

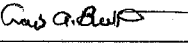
**EXCLUDED SERVICES:** The following services are not included in the scope of work:

1. SWPPP, as site is less than 1-acre of disturbed area
2. Phase I Environmental
3. ALTA Survey
4. Design of lighting components and other special features.
5. Gas, Telephone, Cable TV, and Electrical Systems Design.
6. Geotechnical subsurface soil investigations and reports.
7. Landscape Plan and Design and seeding and associated specifications.
8. Signage and flagpoles.
9. Permitting and Wetland Delineations.
10. Any and all permit or review fees shall be the responsibility of the Client.

**FEE ARRANGEMENT:** Services will be invoiced on a lump sum fee basis for Tasks 1 and 2. The fees are as follows:

Task 1	Topographic & Boundary Survey	\$1,200	Lump Sum Fee
Task 2	Design & Bidding Phase Services	\$13,500	Lump Sum Fee
Task 3	Construction Phase Services	\$3,000	Hourly Not To Exceed Fee

**Offered by:**

  
\_\_\_\_\_  
*signature*  
Craig A. Bennett  
\_\_\_\_\_  
*Printed name/title*  
MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.  
\_\_\_\_\_  
*Name of ENGINEER*

**Accepted by:**

\_\_\_\_\_  
*signature*  
\_\_\_\_\_  
*Printed name/title*  
ELM CREEK PUBLIC SCHOOL  
\_\_\_\_\_  
*Name of CLIENT*

**The Terms and Conditions on the following page are a part of this Agreement**

## *Terms and Conditions*

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The Engineer shall perform the services outlined in this agreement for the stated fee arrangement.

**Access To Site:** Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

**Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Engineer shall be submitted to non-binding mediation. Client and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Billing/Payment:** Invoices for the Engineer's services shall be submitted, at the Engineer's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

**Certifications: Guarantees and Warranties:** The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

**Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee. Such cause may include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Termination of Services:** This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination.

**Ownership of Documents:** All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other endeavor without the written consent of the Engineer.