

Board of Education Regular Meeting

Monday, February 10, 2025 6:00 PM

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

1. OPEN THE MEETING

1.1. Call to Order

- 1.1.1. **Publication of Meeting**
- 1.1.2. **Nebraska Open Meetings Law**
- 1.1.3. **Pledge of Allegiance**
- 1.1.4. **District Mission Statement**

1.2. Board Member Roll Call

2. CELEBRATION OF EXCELLENCE

3. PUBLIC COMMENT (agenda item specific)

4. INFORMATION ITEMS

4.1. Administrator Reports

4.1.1. Superintendent Report - Mrs. Beran

- 4.1.1.1. *Review the 2023-2024 Audit Report*
- 4.1.1.2. *Board Training Opportunities*
- 4.1.1.3. *Discuss Needed Bleacher Repairs in the Main Gym*
- 4.1.1.4. *Reminder to Complete Second Superintendent Evaluation*
- 4.1.1.5. *Discuss the Lift, Old Elementary Doors, and Small Miscellaneous Items as Surplus Items*

4.1.2. Principal/AD Report - Mr. Marquez

4.1.3. Principal Report - Mrs. Williams

- 4.1.3.1. *Review Teacher Mentor Program*

4.1.4. Strategic Plan Update/District Goals Update

4.2. Board Committee Reports

4.2.1. Building, Grounds, and Transportation

- 4.2.1.1. *Discuss HVAC/Boiler Maintenance Contracts*

4.2.2. Finance and Personnel

- 4.2.2.1. *Discussion on Renewing Depreciation Fund CD*
- 4.2.2.2. *Discussion on Renewing Employee Benefit Fund CD*
- 4.2.2.3. *Discussion on Changing Construction Sweep Account to a CD*

4.2.3. Policy and Negotiations

- 4.2.3.1. *Review and Consider Possible Revisions to Board Policy 5004*
- 4.2.3.2. *Review and Consider Possible Revisions to Board Policy 5032*

4.2.4. Curriculum and Technology

5. CONSENT AGENDA

5.1. Prior Meeting Minutes

5.2. Financial Reports and Claims according to Review of Bills policy 3007

- 5.3. Consider and Act Upon the Resignation of Carissa Jensen at the end of the 2025-2026 Contract Year
- 5.4. Offer Employment Contract to Cassi McNeil to Serve as 4th-6th Grade Teacher for the 2025-2026 School Year
- 5.5. Approve Principal Brandon Marquez's Salary of \$116,832 for the 25-26 School Year
- 5.6. Approve Principal Terah William's Salary of \$109,325 for the 25-26 School Year
- 5.7. Reaffirm BOE Policies 5001-5034, excluding policies 5004 & 5032
- 5.8. Consider and Approve the 2025-2026 School Year Calendar
6. ACTION ITEMS
 - 6.1. Consider and Take any Necessary Action on the ESU 10 Special Education Contract for the 2025-2026 School Year
 - 6.2. Consider and Take any Necessary Action on HVAC/Boiler Maintenance Contract
 - 6.3. Consider and Take any Necessary Action for Bleacher Repairs and Servicing (main gym)
 - 6.4. Consider and Take any Necessary Action on Renewing Depreciation Fund CD
 - 6.5. Consider and Take any Necessary Action on Renewing the Employee Benefit Fund CD
 - 6.6. Consider and Take any Necessary Action on Elementary Construction Sweep Account
 - 6.7. Consider and Take any Necessary Action to Revise/Reaffirm policy 5004
 - 6.8. Consider and Take any Necessary Action to Revise/Reaffirm policy 5032
7. SCHEDULE NEXT REGULAR BOARD MEETING
8. ADJOURN
9. ****CLOSED SESSION:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act.
10. ****SEQUENCE OF AGENDA:** The sequence of agenda topics is subject to change at the discretion of the board.

MEMBER SPOTLIGHT

Elm Creek Public Schools



Mascots: Buffaloes

Enrollment: 364

Location(s): Elm Creek, NE

Interesting Fact: Time Capsule Discovery:

In the process of tearing down the old elementary school, BD Construction discovered a time capsule in the old elementary building's cornerstone. This was created in 1922, when the original school was built. The time capsule was hidden in a hollowed-out section of the cornerstone, which we have on display outside of Elm Creek Public Schools. The time capsule was made of copper, with "Elm Creek Public Schools" and the year "1922" engraved on its surface. Inside, smaller containers were found, which were preserved in wax to protect them from moisture over the decades. Inside the container was a penny and the dice, as well as three August 1922 issues of the Elm Creek Beacon, a legal description of the land the school was built on, and the names of school board members who approved the new building in 1922. Another document showed that the school cost \$75,000 to build that year. We were surprised to find that there were no items specifically related to students. It seems that the small group responsible for making the building a reality focused on preserving the story of the challenges they faced in bringing the new school to life.





Kim Beran

Superintendent



Alicia Beavers

Board President



Brandon Marquez

JH/HS Principal & AD



Terah Williams

Elementary Principal

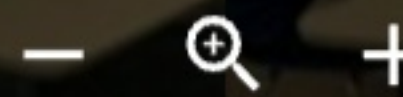
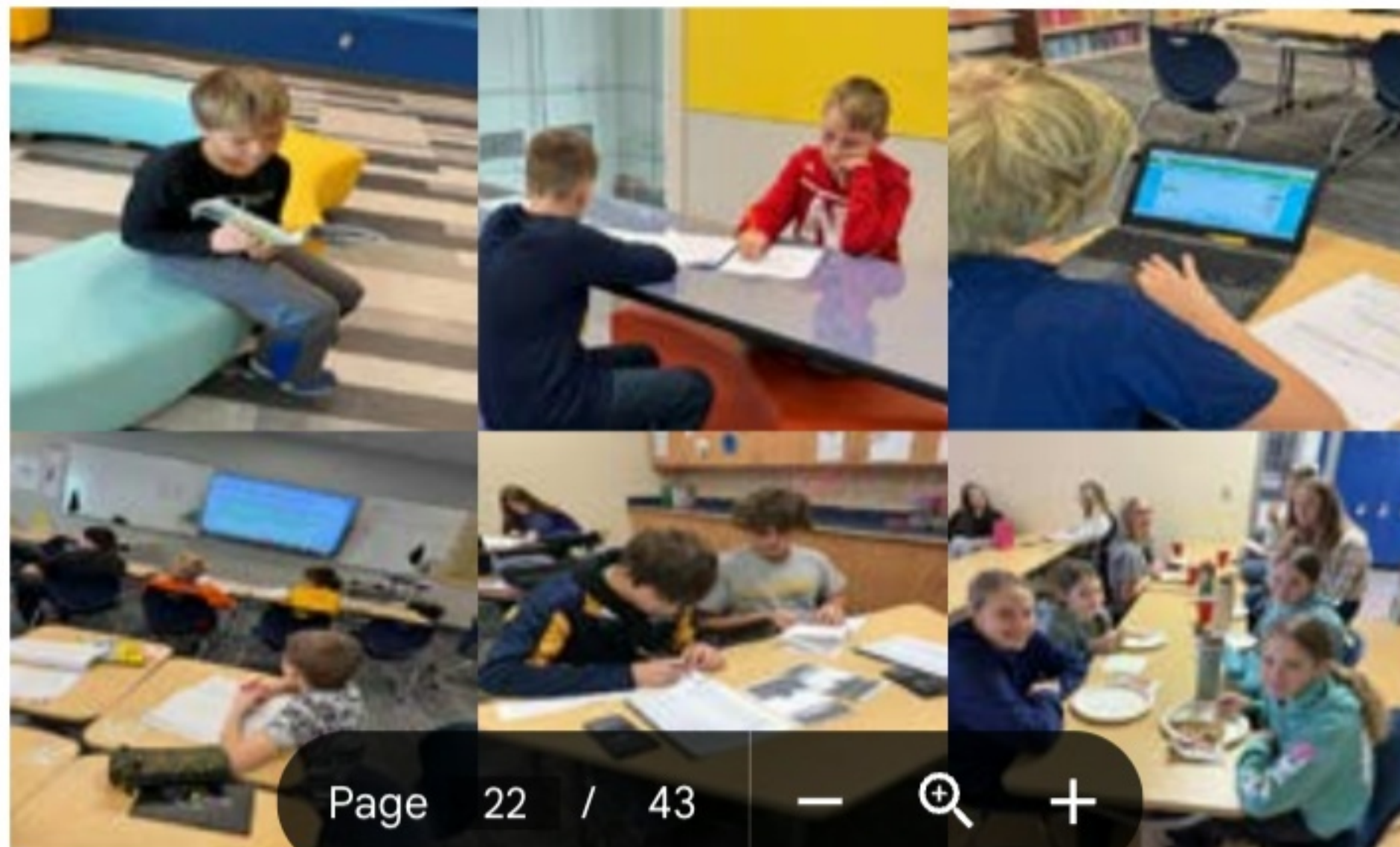
Programs:

Program 1. - PK-12 MTSS Process

Elm Creek Public Schools successfully utilizes a PK-12 MTSS process that fosters a supportive, data-driven learning environment where all students can thrive. Teachers provide high-quality core instruction, supported by frequent universal screenings to identify students needing additional help. We have implemented targeted interventions in small groups (Tier 2) or through intensive, individualized support (Tier 3) based on each student’s specific academic, behavioral, or social-emotional needs. We have a true collaborative approach including teachers, specialists, administrators, and families that regularly review student progress and adjust strategies as needed. By integrating academic and behavioral support systems, promoting equity, and maintaining clear communication, the school ensures that all students receive the appropriate level of support to meet their goals! We are committed to this process and proud of the systems we have developed here at Elm Creek Public Schools! We have grown tremendously in academics and continue to build our positive culture!

Program 2. - Adopting High Quality Instructional Materials

At Elm Creek Public Schools, we have introduced several new high-quality instructional materials across various content areas. This effort has been made possible through our partnership with ESU 10, whose support we greatly value. We have established a structured adoption process at the district level, guided by clear decision rules. A team of subject area experts leads the selection of evidence-based resources aligned with standards and student needs. Throughout the process, the team collaborates closely with staff to gather feedback. To ensure effective implementation, staff members participate in ongoing training, promoting consistent, engaging, and culturally responsive instruction. Regular reviews of student performance help refine practices, fostering better learning outcomes and greater equity across all grade levels.



2009
Public Participation at Board Meetings

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

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

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: _____

Revised on: _____

Reviewed on: _____

PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

2023-2024
Audit Summary of Audit Findings

From page 51 of the audit report:

2023-001 Segregation of Duties

- Linda printing monthly payroll statements for me as a check & balance
- Continue to have the board secretary review the monthly bills

2023-002 Financial Reporting Process

- Linda shared she felt things went much better this year, a smoother process. The only concerns the auditor brought to me were the transfers for the inter fund loans that needed to be taken care of from 2015, 2017, & 2019.

2023-003 Activities Accounts Deficit Balances

- I met with Linda & Brandon to discuss the Activities account. They are working on simplifying & cleaning up the separate accounts in the AF. They haven't been updated in awhile, therefore causing some deficits.



REPAIR PRICE QUOTE

11222 Johnson Drive, Shawnee, KS 66203
Phone: (913)268-0069
www.heartlandseating.com

January 3, 2025

From: Bryan Peterson

To: Kim Beran
Elm Creek Public Schools
230 E. Calkins Ave
Elm Creek, NE 68836
Phone: (308)856-4300

Heartland Seating, Inc. is pleased to provide you with the following repair quote for
Elm Creek High School

Description	Price
EAST BANK: 9 ROWS X 6 SECTIONS	
• PERFORM ANNUAL SERVICE	
• RESURFACE 12 MOTOR DRUMS	
WEST BANK: 9 ROWS X 5 SECTIONS	
• PRFORM FULL SERVICE TUNE UP	
• RESURFACE 10 MOTOR DRUMS	
TOTAL SERVICE PRICE	\$16,990
Notes:	<ul style="list-style-type: none"> Unless specifically included above, pricing does not include any motor repairs or replacement. Crews shall have reasonable access to bleachers for timely completion of work. We must have your sales tax exemption and project exemption certificates with your signed order to avoid taxing materials and labor. Work will be plugged into the schedule once all sales order processing documents are received
Terms:	Net 30 days, invoiced upon arrival. 1.5 % per month to be charged on past due amounts.
TO ORDER SEND THIS SIGNED QUOTE, PURCHASE ORDER AND APPLICABLE SALES AND PROJECT TAX EXEMPTION DOCUMENTATION PAYABLE TO HEARTLAND SEATING, INC. 11222 JOHNSON DRIVE, SHAWNEE, KS 66203	

Prices are good for 30 days and do not include applicable taxes, union or prevailing wages, licenses, bonds, drawings or any other extraneous fees and services. Please call for a revised quote should you wish to have any additional items included.

Bryan Peterson

To accept the above proposal, please sign below.

Acceptance by: _____

Date: _____

Title: _____

PO #: _____

Delivery Address: _____

PO Total \$ _____



NASB STANDARD
SUPERINTENDENT
EVALUATION



Standard I: Mission, Vision, & Goals

Standard Descriptor: The superintendent works collaboratively with the board to define, adopt, and institute the district mission, vision, and goals to ensure the progress and success of student learning and achievement.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
I.a.	Works collaboratively with the board to define, adopt, and institute the district mission, vision, and goals.						
I.b.	Assumes the key leadership role and responsibility for growth and improved student learning.						
I.c.	Seeks input from the board when appropriate.						
I.d.	Engages internal stakeholders (i.e. administration, staff, students) and external stakeholders (i.e. parents, community) in the discussion of long-term plans and goals.						
I.e.	Effectively utilizes data to guide and monitor progress of district goals.						
I.f.	Implements and monitors progress of the district/strategic plan.						
I.g.	Identifies and proactively addresses potential barriers to ensure the success of the school district.						
	<p>Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> • District strategic plan/district goals • Plan for implementing, monitoring and reporting progress of strategic plan/district goals • School improvement plan (including updates/assessment of progress and modifications) • School improvement teams • Superintendent performance plan aligned with district priorities and indicators to measure progress and success • Student performance data • Engagement/communication plan • Meeting agendas/minutes 						
	If you were to suggest one improvement to Mission, Vision, and Goals for the upcoming year, what would it be?						





Standard II: Policy

Standard Descriptor: The superintendent works collaboratively with the board to define, update, and adopt effective and purposeful district policy.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
II.a.	Works with the board to review, update and adopt effective and purposeful district policy.						
II.b.	Governs consistently through board policy and administrative protocol and procedures.						
II.c.	Provides public access to district policy.						
II.d.	Ensures all handbooks are aligned to district policy.						
II.e.	Implements a policy to ensure curriculum is reviewed and aligned with current state standards.						
II.f.	Ensures student discipline is implemented with integrity and consistency.						
II.g.	Personnel policies are clear and implemented consistently.						
II.h.	Monitors administrators' implementation of policy and procedures.						
	Provide evidence to support your choices above. *Suggested supplemental evidence for this standard includes but is not limited to: <ul style="list-style-type: none"> • District adopted policy review process/calendar • Progress/updates of the board's work with policy • Policy committee minutes • Curriculum review policy • Meeting agendas/minutes 						
	If you were to suggest one improvement to Policy for the upcoming year, what would it be?						

**Grey-highlighted questions indicate that they are asked only to the superintendent in the self-evaluation.*





Standard III: Budget Planning & Management

Standard Descriptor: The superintendent provides organizational leadership district-wide to ensure fiscal responsibility by allocating, using, and investing district resources to support effective instruction and improved student learning.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
III.a.	Upholds fiscal responsibility and accountability.						
III.b.	Leads a collaborative board and administrative budget planning process to align resources with the district mission, vision, and goals.						
III.c.	Utilizes data, research, and informed decision-making to support the allocation of district resources.						
III.d.	Updates board with historical and current budget data to monitor revenue and expenditures.						
III.e.	Ensures that the district completes an annual CPA audit and discloses findings to the finance committee/board.						
III.f.	Advocates for and pursues innovative solutions to improve and expand fiscal and human resources.						
III.g.	Ensures the maintenance and upkeep of facilities.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> • Budget strategic/district goals • Professional development plan • Monthly budget reports • Quarterly expenditure updates • District audit • Management and use of alternative resources (i.e. ESU funding, all grant applications, etc.) • Five/Ten-year facility plan • Budget development calendar/board • Financial policies • Forecast financial data 						
	If you were to suggest one improvement to Budget Planning and Management for the upcoming year, what would it be?						





Standard IV: Educational Leadership

Standard Descriptor: The superintendent provides educational leadership ensuring resources align and support best practice for instructional standards, as well as implementation of current/applicable curriculum and assessments to support student success.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
IV.a.	Advocates for the learning needs of all students.						
IV.b.	Promotes a student-centered culture.						
IV.c.	Advocates for the engagement of parents/families as partners in the education of students.						
IV.d.	Ensures curricular and instructional decision-making is based upon current research, data, and best practice.						
IV.e.	Provides the time and resources to align curriculum vertically, horizontally, and to the state standards.						
IV.f.	Provides comprehensive coursework and opportunities to ensure college/career readiness for every student.						
IV.g.	Ensures the district-adopted instructional framework is implemented consistently.						
IV.h.	Integrates the district-adopted instructional framework into certificated staff evaluations.						
IV.i.	Advocates for curriculum and instruction that challenges each student.						
IV.j.	Optimizes alignment of resources, curriculum, and assessments to support student success.						
IV.k.	Provides integrated technology curriculum and resources.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> • District strategic plan/district goals • School improvement plan (including assessment of progress and modifications) • School improvement teams • District calendar • Curriculum review cycle plan and updated policy for curriculum and assessment review • Curriculum review committee minutes • Student performance data and goals • Data to support instruction strategies and student-centered initiatives • Curriculum/programs additions/modifications • Instructional model 						
	If you were to suggest one improvement to Educational Leadership for the upcoming year, what would it be?						

**Grey-highlighted questions indicate that they are asked only to the superintendent in the self-evaluation.*





Standard V: Organizational & Cultural Leadership

Standard Descriptor: The superintendent provides cultural leadership through accountability, inclusiveness, engagement, and advocacy for staff and students.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
V.a.	Contributes to a unified school environment of trust and respect among students, staff, families, and community members.						
V.b.	Develops, implements, and sustains a responsive district crisis and safety plan.						
V.c.	Commits to developing a high-performing leadership team.						
V.d.	Ensures a purposeful and equitable recruiting and hiring process.						
V.e.	Integrates an effective conflict resolution process to address matters in a purposeful and timely manner.						
V.f.	Promotes a culture of shared expectations and mutual accountability.						
V.g.	Provides leadership to support the health and well-being of staff and students.						
V.h.	Promotes an environment where differing opinions and backgrounds are welcomed and embraced among staff and students.						
	<p>Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> • Conflict resolution process • Leadership development plan • Professional development plan • Crisis and safety plan • Executive summary of the safety audit • Hiring protocols and procedures • Evidence to validate engagement of parents/families • Diversity, equity and inclusion initiatives • Personnel policies 						
	If you were to suggest one improvement to Organizational and Cultural Leadership for the upcoming year, what would it be?						





Standard VI: Community Relations

Standard Descriptor: The superintendent establishes and sustains effective communication to inform and engage the board, parents, students, staff, local and state government officials, community members, and business leaders.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VI.a.	Establishes a visible presence in the district and community.						
VI.b.	Regularly attends and participates in school activities, events, and programs.						
VI.c.	Interacts and expresses genuine interest in building a connection with students.						
VI.d.	Develops collaborative partnerships to foster support for the school district.						
VI.e.	Effectively communicates key public information in a timely manner.						
VI.f.	Promotes a positive image of the district.						
VI.g.	Understands and is respectful of the political, economic, and social aspects of the community.						
VI.h.	Seeks a positive relationship with parents and community members.						
VI.i.	Engages special interest groups to work collaboratively to address concerns and opinions that may present conflict.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> • Community engagement summary/report • District partnerships and initiatives established to provide resources and support • Partnership support received through the district foundation, scholarships, grant monies, etc. • Inter-local agreements • District annual report • Communications designed by and distributed to generate support of the district • Membership and participation with civic, community and state organizations • Meeting invitations/agendas 						
	If you were to suggest one improvement to Community Relations for the upcoming year, what would it be?						





Standard VII: Professional Leadership

The superintendent models and demonstrates professional leadership, ethics, and a commitment to growth and improved instruction and learning for staff and students.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VII.a.	Models positive and professional leadership based upon ethics, trust, integrity, and respect.						
VII.b.	Addresses concerns and opinions with respect and confidence.						
VII.c.	Provides professional development to fulfill responsibilities and grow in current position.						
VII.d.	Provides an effective evaluation process with constructive feedback.						
VII.e.	Exemplifies a life-long learning model to grow personal and professional knowledge.						
VII.f.	Demonstrates knowledge of current evidence-based practices for teaching and learning and seeks to develop others in this area.						
VII.g.	Establishes clear and consistent expectations for staff.						
	Provide evidence to support your choices above. *Suggested supplemental evidence for this standard includes but is not limited to: <ul style="list-style-type: none"> • Memberships • Professional development activities (including, but not limited to conferences, workshops, committee work, studies, research, and published works) • Educational growth plan (professional goals and development) • Leadership team development plan • District staff professional development plan 						
	If you were to suggest one improvement to Professional Leadership for the upcoming year, what would it be?						

**Grey-highlighted questions indicate that they are asked only to the superintendent in the self-evaluation.*





Standard VIII: Board-Superintendent Relations

The superintendent collaborates with the board to define district expectations, policies, and goals to support instruction and student learning.

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VIII.a.	Maintains an appropriate and professional relationship with the board.						
VIII.b.	Keeps all board members informed with consistent and open communication.						
VIII.c.	Demonstrates support and respect for the board and refrains from public criticism of the board.						
VIII.d.	Demonstrates collaborative problem solving and decision-making.						
VIII.e.	Supports board committee work as part of effective board decision-making.						
VIII.f.	Collaboratively supports or opposes, local, state and/or federal legislation impacting the district.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> • Superintendent performance plan/goals • Board committee minutes • Communication plan • Board development plan • Board policies • Meeting agendas/minutes • Retreat agendas/minutes 						
	If you were to suggest one improvement to Board-Superintendent Relations for the upcoming year, what would it be?						





Standard IX: Strategic Planning

The superintendent collaborates with the board to implement and monitor progress of the strategic plan.

Please provide evidence to support the superintendent’s leadership in strategic planning.

IX.a.	What evidence can the board identify to validate the superintendent is implementing and monitoring progress of the strategic plan priorities?	
IX.b.	When is the superintendent reviewing the progress/success of the strategic plan with the board?	
IX.c.	How and where is the superintendent documenting the progress and success of the strategic plan priorities?	
IX.d.	Is the superintendent aligning the budget and district resources to ensure the success of the strategic plan priorities?	
IX.e.	How has the implementation of the strategic plan altered the focus of the superintendent and his/her engagement with the board?	
	If you were to suggest one improvement to Strategic Planning for the upcoming year, what would it be?	
	<p>Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> • Superintendent performance plan/goals • NASB Strategic Plan Progress Analysis Reports • Board committee minutes • Communication plan • Board development plan • Board policies • Meeting agendas/minutes • Retreat agendas/minutes 	
	If you were to suggest one improvement to Strategic Planning for the upcoming year, what would it be?	





Superintendent Goals

This component of the evaluation tool may contain a changing list of annual goals from year to year for the board to provide feedback on.





Superintendent’s Response:

Superintendent Evaluation Summary

The superintendent should identify no more than four performance areas on which to focus their growth professionally. Note: Targeting in excess of four performance areas will make it difficult for the individual to address the areas adequately. When his/her performance is at a high-level, sustaining, refining, and replicating the performance is the goal. Follow through will ensure the success of the superintendent and the board.

The Performance Plan should consist of:

- goals (**what** must he/she do to achieve the objective or what is the intended result)
- performance indicators (**how** will the board measure progress and/or success)
- timeline (**when** will progress/success be assessed or completion date)
- signature (once the Performance Plan has been completed and reviewed the board president and superintendent will both sign and date placing a copy in the superintendent’s personnel file and a copy will be retained by the board president)

Note: The Performance Plan should be reviewed and updated throughout the year to assess progress and success. Modifications should only be made if the board/superintendent discuss and agree upon appropriate changes.

(Signature of Superintendent)

(Date)

(Signature of Board President)

(Date)





ELM CREEK PUBLIC SCHOOLS

230 E. Calkins Ave, PO Box 490

Elm Creek, NE 68836

Phone:(308) 856-4300

Fax: (308) 455-6252

Kim Beran, Superintendent -- Brandon Marquez, 7-12 Principal/Activities Director -- Terah Williams, PK-6 Principal

February 10, 2025

Dear Elm Creek Public School Board of Education Members,

In accordance with **Policy 4057** (Superintendent Evaluation), the Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and **at least once each year thereafter**. The first evaluation during the first year of employment **shall occur no later than the regular December and June meetings** and yearly evaluations after the first year of employment **shall occur on or before the regular December meeting**.

The Superintendent shall *remind the Board members in writing* of this provision **no later than 45 days before the date of each upcoming evaluation**; make the Superintendent evaluation an agenda item for the regular December Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Sincerely,

Kim Beran

Kim Beran

Elm Creek Public Schools
Building, Grounds, & Transportation Committee
January 29, 2025

The committee meeting was called to order by Kim Beran, Superintendent at **5:15** p.m. in the administration office conference room.

Committee Members Present: Lynette Mitchell, Alicia Beavers

Committee Members Absent: Cole Brodine

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Boiler Update
 - Waiting for punch list to be completed, then will pay Anderson's bill
 - Anderson & Rutts on Feb agenda (action item)
- Transportation
 - Cindy Stone will take this on with Lily's resignation
 - How are we tracking the "special winter fuel"?
- Skylights leaking covered with insurance
- Bleachers
 - Are there things Clint can do yearly to help?
 - Yes, bi-annually check the bolts on the coupling shafts and gear boxes. If the bolts loosen on the coupling shaft it will wallow out the shaft and eventually break the bolt. If the bolts are loose on the gear b
 - Ask about broken seats
 - Your seat modules quit being manufactured in 2020. The only way to replace those modules is to replace a seat run with the newer modules and use the old modules you take off as attic stock. The modules you currently have are called Sculptured Seat Modules or SSM for short. They were replaced with the Excel Seat Module or ESM. They can be viewed at <https://www.interkal.com/excel-seat-module>. The newer ESM's will not match up with the older SSM's. I explained the process to Clint and sent him information on how to remove and install modules. In summary, no. I can't send a replacement module, you'll need to replace a row of seats in order to fix the one broken module.
 - How long will it take to fix them?
 - I would estimate around 5-7 working days. Depends on the size of the crew. The gym can still be used while the bleachers are being worked on. The bleachers will need to be pulled out so the crew can be underneath. They like to arrive around 6am and finish up around 3pm.
 - Put on Feb agenda info & action. Also put on my info & weekly memo
 - \$6,000 is a good estimation for the main gym for future servicing & maintenance needs (every 4 years or as needed)
- Heat

- I need access, thermostats. Talk to Clint. - Anderson Bros working on getting me access. I need a Microsoft computer, Rick believes he has an old one I can use
- Look at replacing kitchen equipment in cycles. Look at grants.
- Outside Sprinklers
 - Is Clint winterizing them? **Yes**
- Monitor the price of fertilizing
- BD
 - Alicia would like to see the smaller plans
 - We will do a walk-through next time

Meeting ended at **6:00** p.m.



Mechanical Services, Inc.

Division of Rutt's Heating & AC Inc.

Hastings | Kearney | Lincoln | Columbus

402-463-4853 – www.ruttsh heating.com



Service Agreement

Prepared for:

Elm Creek Schools

Location:

230 E Calkins Ave, Elm

Creek, NE 68836







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Scope

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model</i>	<i>Serial Number</i>	<i>Location</i>
Boiler	Array Boller	AR1500	20177313	Middle/Elementary
Boiler	Unknown	Unknown	Unknown	High School
Boiler	Unknown	Unknown	Unknown	High School

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Inspect safety valve.
- Inspect temperature and safety controls including pilot and main gas safeties.
- Inspect piping and connections.
- Inspect gas pressure, gas regulator and gas valve.
- Inspect pilot and main gas ignition and operation.
- Inspect combustion room air intake system.
- Inspect valves & blow down or flush main tank drain.
- Inspect contacts and connections on all controls and tighten as needed.
- Inspect and replace ignition wiring as needed.
- Inspect electrodes and clean as needed.
- Inspect venting.
- Perform combustion analysis in the fall.





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>
Rooftop/ERV	Valent	VXE-312-74-40H-30D-0	21227353
ERV	Semco	FV-3000	Unknown
ERV	Semco	FV-3001	Unknown

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Inspect electrical connections
- Check line voltage
- Replace filters
- Inspect belts, sheave, and motor
- Inspect blower
- Inspect wheel media
- Lubricate bearings
- Inspect damper operation
- Check starter
- Check free stat if applicable





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Condenser	Daikin	RCS0720	FBOU221001129	Middle/Elementary

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Review diagnostics
- Verify line voltage
- Visual condenser coil check
- Clean condenser coils – (*Spring*)
- Check compressor / oil heaters
- Verify pump operation and water flows
- Oil level check per circuit
- Measure volts/amps of condenser fan motors
- Check condenser fan/ brackets and bearings
- Check glycol concentration if applicable
- Check pressure drop across heat exchanger
- Refer to maintenance portion of IOM
- Verify sensor readings
- Inspect communication link wiring





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Cooling Tower	Evapco	ECOLRWB	22P121370	Middle/Elementary

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Inspect belts (if applicable)
- Inspect drive transmission and gearbox oil
- Change gearbox oil (if needed)
- Grease bearings
- Inspect media condition





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Manufacturer	Model Number	Asset	Location
Temtrol	4DX4-40X106X4	MAU	Middle/Elementary
Temtrol	4DX4-40x106x5-9A-RH	MAU	Middle/Elementary

Schedule

Spring	Summer	Fall	Winter
			

Tasks

- Inspect electrical components
- Check glycol concentration if applicable
- Check energy wheel if applicable
- Inspect starters and contact surfaces
- Inspect coils
- Inspect all belts and sheaves where applicable
- If applicable, lubricate motors/bearings
- Inspect for oil/refrigerant, water leaks
- Inspect cabinetry/hardware conditions
- Inspect structural integrity of unit
- Inspect air filter



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Equipment	Manufacturer	Model	Serial Number	Location
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940275000001	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940275000002	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000001	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2594027600004	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000003	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000002	Middle/Elementary
Heat pump	Bosch	ES049-3VTC-FRTAUA	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000003	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES03S	2940276000003	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000001	Middle/Elementary
Heat pump	Bosch	ES035	2940276000002	Middle/Elementary
Heat pump	Bosch	ES035	2940276000004	Middle/Elementary
Heat pump	Bosch	ES061	2940276000003	Middle/Elementary
Heat pump	Bosch	ES061	2940276000005	Middle/Elementary
Heat pump	Bosch	EC096	2940276000001	Middle/Elementary



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Heat pump	Bosch	EC096	2940276000001	Middle/Elementary
Heat pump	Bosch	EP012	2940276000003	Middle/Elementary
Heat pump	Bosch	EP012	2940276000002	Middle/Elementary
Heat pump	Bosch	EP018	2940276000001	Middle/Elementary
Heat pump	Bosch	EP015	2940276000002	Middle/Elementary
Heat pump	Bosch	EP025	2940276000001	Middle/Elementary
Heat pump	Bosch	EP025	2940276000002	Middle/Elementary
Heat Pump	Trane	GEVE	W09L15816	High School
Heat Pump	Trane	GEVE	W09L15892	High School
Heat Pump	Trane	GEVE	W09L14939	High School
Heat Pump	Trane	GEVE	W09L15814	High School
Heat Pump	Trane	GEVE	W09L15897	High School
Heat Pump	Trane	GEVE	W09L15895	High School
Heat Pump	Trane	GEVE	W09L15898	High School
Heat Pump	Trane	GEVE	W09L15810	High School
Heat Pump	Trane	WGCV	W09L15813	High School
Heat Pump	Trane	GEVE	W09L15817	High School
Heat Pump	Trane	GEVE	W09L15811	High School
Heat Pump	Trane	GEVE	W09L15815	High School
Heat Pump	Trane	GEVE	SLPV23058	High School
Heat Pump	Trane	GEVE	W09L15893	High School
Heat Pump	Trane	GEVE	W09L15894	High School
Heat Pump	Trane	GEVE	W09L15891	High School
Heat Pump	Trane	GEVE	W09L15808	High School
Heat Pump	Trane	GEHE	W09L15899	High School
Heat Pump	Trane	GEHE	W09L15900	High School
Heat Pump	Trane	GEHE	W09L15807	High School





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Heat Pumps Continued:

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Inspect operation of reversing valve
- Inspect condenser loop strainer where applicable
- Inspect defrost cycle and controls
- Inspect back-up heat source where applicable
- Inspect electrical components
- Inspect belts where applicable
- Inspect all safety controls
- If applicable, lubricate motors/bearings
- Inspect for oil/refrigerant leaks
- Inspect cabinetry/hardware conditions
- Inspect structural integrity of unit
- Replace air filter
- Verify operating temperatures





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Location</i>
Split	Lennox	MLA024S45-1P	6922A27430	Middle/Elementary
Split	Lennox	MLA024S45-1P	6919M11818	Middle/Elementary

Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

Tasks

- Replace or clean air filter
- Inspect and clean coils in spring – clean if needed.
- Inspect refrigerant lines for wear or leaks
- Inspect and clean drain line
- Perform electrical inspection



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Pricing

Term	Annual	Quarterly	Monthly
1/1/2025 - 12/31/2025	\$19,725.00	\$4,931.25	\$1,643.75
Initial Desired Payment →			

Customer Preferred Pricing:

*Our number #1 priority is you and we are **invested in your success**. All Rutt's Mechanical Services customers with an active service agreement receive a **15% discount on parts and a \$20 per hour discount on our hourly labor rates**. Preferred Pricing can add up to significant savings during the term of your service agreement!*

Exclusions:

1. Any work not specifically listed in the scope of this document is not included.
2. Refrigerant replacement is not included in this proposal.
3. All work to be performed during normal working hours. For the purpose of this document "normal" working hours are defined as 8AM – 5PM, Monday – Friday, excluding holidays.
4. See Terms and Conditions on the last 3 pages of this document.

Customer Acceptance

Rutt's Mechanical Services Inc.

Printed

Printed

Signed

Signed

Date

Date

Purchase Order



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Terms & Conditions

ADDITIONAL TERMS AND CONDITIONS

1. **Services.** Subject to the terms and conditions set forth in the Agreement (as defined below), the counterparty identified in this Agreement ("You") engage **RUTT'S HEATING AND AIR CONDITIONING, INC.** ("Company") to provide, and the Company agrees to provide to You, only those services specifically described in this Agreement ("Services").
2. **Complete Agreement.** These additional terms and conditions are incorporated by reference into, and form an integral component of, the proposal, documentation or agreement provided to You by the Company (these additional terms and conditions, together with the proposal, documentation or agreement provided to You by the Company being, collectively, the "Agreement"). Company's agreement to perform the Services is expressly conditioned on Your agreement with and acceptance of the express terms and conditions in this Agreement, as evidenced by your acceptance or signature of the Agreement. Neither this Agreement nor Your acceptance shall be deemed to include any additional or different terms proposed by You whether communicated orally or in writing that may add to, vary from or conflict with the terms of this Agreement, and Company expressly objects to any term or condition that may add to, vary from or conflict with the terms of this Agreement. You and Company shall mutually agree in writing upon any adjustment or change to the terms of the Services or this Agreement. Company shall not be responsible for any services or work not specifically listed in this Agreement.
3. **Credit Approval.** This Agreement is subject to credit approval by Company. If the Company does not approve Your credit, or if the Company disapproves Your credit at any time during performance of the Services, Company may (in Company's sole discretion, and at Company's option), terminate this Agreement upon notice to You, delay or suspend performance of the Services without any liability, attempt to renegotiate any terms or conditions of this Agreement as Company may determine, and/or exercise any other rights or remedies available to Company. If Company elects, at any time to terminate this Agreement, then the Agreement shall terminate without any liability to Company and You shall immediately pay Company for Services provided prior to the date of termination along with any other costs or expenses incurred by Company in connection with, or in anticipation of, this Agreement and the Services.
4. **Fees.** You shall pay Company all fees, costs, charges, expenses and other amounts ("Fees") set forth in or contemplated in this Agreement. Unless otherwise specifically stated elsewhere in this Agreement, all Fees are calculated and determined based on Services being performed on business days and during normal business hours. Services performed on days other than business days and Services performed outside of normal business hours shall be performed at Company's then-current overtime, holiday, weekend, evening or other applicable rates (as the same may be adjusted from time to time).
5. **Taxes.** In addition to Fees, You shall pay Company all taxes and similar amounts or charges payable by the Company in connection with the Services and this Agreement.
6. **Payment.** Unless otherwise specifically stated elsewhere in this Agreement, all payments (including Fees and taxes) are due immediately upon receipt of an invoice or similar document from Company. If payment is not made when due, Company's remedies shall include, but not be limited to: (a) the assessment of a late charge of two percent (2%) per month, or the highest rate permitted by law, whichever is less; (b) suspension of the Services until all payments due have been made; (c) termination of this Agreement; and/or (d) the filing and enforcement of a construction lien on Your property. You shall pay to Company upon demand all costs (including attorneys' fees) incurred by Company in collecting or attempting to collect amounts due or otherwise enforcing this Agreement.
7. **Warranties.** Company warrants that the Services shall be performed in a workmanlike manner. Except as expressly set forth in this Agreement, Company makes no representations or warranties, express or implied or otherwise incorporated in this Agreement whether by statute, common law or otherwise, including without limitation, with respect to the Services, the quality of the Services, the results of the Services performed, including, without limitation, any warranties as to merchantability or fitness for a particular purpose, any warranties of correctness, completeness or accuracy, as well as any warranties arising from a course of dealing, usage or trade practice.
8. **Cooperation; Access.** You shall cooperate fully with Company to promptly provide any and all information reasonably requested by Company in connection with the performance of the Services. You shall provide Company with access to your property (and any other necessary premises), and provide Company with access to all required utilities, in order for Company to perform the Services. You shall cooperate with the Company, and provide the Company with such other access, cooperation and materials as the Company may request. Your property and premises shall be



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safe, shall be a suitable working condition, and shall be in compliance with all applicable laws, rules and regulations. Company may, without limiting any other rights or remedies available to Company, terminate this Agreement or suspend or delay performance of Services if You fail to comply with Your obligations under this Agreement.

- 9. Indemnity; Limitations.** During the course of, and upon and after completion of the Services for any reason whatsoever, You agree to indemnify and hold Company and its members, managers, officers, employees, subcontractors, subsidiaries and affiliates harmless from and against any loss, liability, damage or expense whatsoever (including court costs and reasonable attorneys' fees) incident to any claim, action or proceedings against Company, or any member, manager, officer, employee, subcontractor, subsidiary or affiliate thereof, which arise out of or relate to, directly or indirectly, (a) any of Your actions or omissions that directly or indirectly cause any losses to the Company or that impact the timing, performance or quality of the Services; (b) any inaccurate or incomplete information provided by you to Company; (c) any breach of this Agreement by You; (d) any failure by You to adhere to any guidelines, recommendations or instructions from Company or any manufacturer or third party of any kind relating directly or indirectly to the Services or any equipment or materials used in connection with the Services; or (e) any other actions or omissions by You relating to the Services or this Agreement (including, without limitation, any fraud, negligence or misconduct). Company shall not be liable to You or any third party for any anticipated profits, special, indirect, punitive, incidental, lost profits, business interruption, loss of service, loss of business or consequential damages or penalties of any kind. Company's liability on any claim arising out of or relating to this Agreement or the performance of the Services or a breach of this Agreement shall in no case exceed the price paid by You to Company for the performance of the Services giving rise to the claim. You must commence any action against Company arising out of or relating to this Agreement, including, without limitation, for breach of this Agreement or any warranty associated with the Services, within one (1) year from the date the Services are completed by Company (or the termination of this Agreement, if earlier) or any such claim will be forever barred.
- 10. Termination by Company.** Without limiting any other rights or remedies in this Agreement, You acknowledge and agree that Company may terminate this Agreement at any time without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination).
- 11. Force Majeure; Unknown Conditions; Timing.** Company shall be excused from its obligations, and shall not be liable for any damages arising out of any delay or default in the performance of the Services, under this Agreement to the extent that any delay or failure in the performance of such obligations results from any cause beyond its reasonable control, including without limitation, performance by third parties, power failures, acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, acts of terrorism, severe weather conditions or labor problems. In the event Company determines that this Agreement cannot be performed as intended by the parties due to structural or other defects or conditions at or around Your property, Company may cancel this Agreement without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination). Any stated or estimated start date or estimated completion date set forth in this Agreement, if any, are merely estimates and are not a guarantee of performance by any certain date. Company shall not be liable for a failure to perform by or in accordance with any estimated dates, if any, set forth in this Agreement.
- 12. Exclusivity.** You acknowledge and agree that Company shall be the sole and exclusive provider to You of the Services and any other services that are substantially similar to the Services, and You covenant and agree not to engage any other person or entity during the term of this Agreement to provide You with any Services which are the same as, or substantially similar to, the Services.
- 13. Exclusions.** Without limiting any other rights or remedies of, or protections for the benefit of, Company, You acknowledge and agree that, unless otherwise specifically stated elsewhere in this Agreement, the Services do not include, and Company shall not be responsible for or liable for, any claims, losses, damages or expenses in any way connected with, relating to or arising from, directly or indirectly, any of the following: (a) any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of You or others, damage due to freezing weather, calamity, malicious act, or any force majeure event; (d) any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) furnishing any items of equipment, material, or labor/, or performing special tests recommended or required by insurance



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companies or other third parties; (f) failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) building access or alterations that might be necessary to repair or replace Your existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) valves that are not factory mounted: balance, stop, control, and other valves external to the device; (j) any responsibility for design or redesign of any systems or equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) any services, claims, or damages arising out of Your failure to comply with its obligations under this Agreement; (l) Your failure to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Services are provided, including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) replacement of refrigerant and other fluids / supplies is excluded, unless replacement of refrigerant or other fluid / supply is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) any Services, claims, or damages arising out of refrigerant not supplied by Company. Further, You acknowledge and agree that You shall be solely and exclusively responsible for: (x) the cost of any additional replacement refrigerant, fluids or other supplies; (y) operation of any equipment; and (z) any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company

- 14. Miscellaneous.** No provisions of this Agreement will be waived by any party except in writing, no waiver by any party of a breach shall be construed as a waiver of any subsequent breach by the same party. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and applications of this Agreement shall remain valid and enforceable. This Agreement may be amended or modified only by a written amendment duly signed by each of the parties. The relationship of the parties established by this Agreement is of independent contractors. You may not assign your rights under this Agreement without the prior written consent of Company. This Agreement shall be construed in accordance with the substantive laws of the State or Nebraska. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be brought in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. You waive any right you may have to a jury trial with respect to any litigation arising under or in connection with this Agreement, regardless of theory of recovery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.



PO Box 159
2600 Hwy 30 E • Rovar Park #8
Kearney, NE 68848-0159
308-236-6437 • Fax: 308-237-5614

www.andersonbros.com

PO Box 620
313 West 4th
Holdrege, NE 68949-0620
308-995-4481 • Fax: 308-995-4482

January 3, 2025

Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

RE: Elm Creek High School
Service Agreement for Cooling Season/Heating Season
Would start with Heating Season

Dear Representative:

Please find below the service agreement for the above reference property.

Coverage Provided Under This Agreement

1. Preventive Maintenance Inspections

It is hereby agreed that we will provide a qualified technician to inspect your air conditioning and heating system for proper operation to insure that it is in the best and safest possible condition for the oncoming cooling or heating season.

We will perform 2 inspections per year.

Inspections will include:

- inspecting, cleaning or replacing filters
- checking refrigerant pressures; adjust charge if necessary
- checking electrical connections and tighten if necessary
- checking for proper voltages and amp draws
- lubricating components as required
- checking belts for proper tension and condition; adjust or replace as necessary
- checking and cleaning condensate drain systems internal to the unit(s)
- insure that electrical controls work properly
- clean indoor and outdoor coils if needed

- checking heating operation, including ignition sequences, lighting of the pilot(s), and safety controls

2. *Intermediate Filter Changes*

Along with the preventive maintenance described above, we will also include 0 changes of the air filters along with a visual and audio check of the equipment for safe operation.

3. *Labor Coverage*

It is agreed that we will provide such labor as may be required to perform the preventive maintenance and intermediate filter changes as described above, during normal working hours, at no additional charge.

For service after normal working hours, a service surcharge of \$195.95 per hour will be assessed on all labor.

4. *Parts Coverage*

The only parts covered by this agreement are the filters and any refrigerant needed to adjust a unit's charge at the time of inspection.

Additional parts will be supplied at extra cost

Parts will only be installed pending client approval upon notification by the inspecting technician that additional repairs are necessary.

Additional Terms and Conditions

1. Any alterations, adjustments or repairs made by others, unless authorized or agreed upon by this Contractor, will be cause to terminate our obligation under this agreement.
2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.
3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.
4. This agreement includes all control wiring between indoor and outdoor units and the thermostat(s), and power wiring and controls *within* the units. *Not* included are external power wiring, circuit breakers, and disconnects supplying electrical service for the units. Likewise, gas piping that is external to the units is not covered.
5. This agreement does not cover ductwork, structural supports or other sheet metal components which may deteriorate due to corrosion or rust.

6. *Neither party* to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature such as, but not limited to, loss of revenue or loss of use of any equipment or facilities, or loss of product.

7. The Contractor's maximum liability based upon any claim or cause of action shall not exceed the yearly contract price of this agreement.

8. Payment for this agreement will be net 30 days receipt of invoice. The Contractor offering this agreement reserves the right to discontinue service any time payments have not been made as agreed.

9. This agreement may be terminated by either party upon 30 days written notice. A refund for the remaining contract period will be made on a pro-rata basis, with deduction for work already completed.

List of Equipment Covered by This Agreement

The equipment covered by this agreement shall be as set forth in a separate sheet attached to this document.

Agreement Price and Acceptance

The Agreement price shall be:		<u>\$6,266.41</u>	per year.
		+ Tax	
Payment plan options:			
One annual payment:		<u>\$6,266.41</u>	each. _____
	OR		
Monthly Payment Option		<u>\$616.20 each month</u>	
		+ Tax	

Coverage commences with the receipt of the first payment and continues as governed by the terms and conditions set forth above. Coverage is for a period of *one* (1) calendar year from date of commencement.

Customer Acceptance:

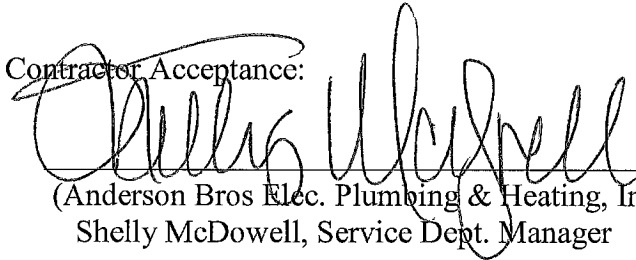
(customer)

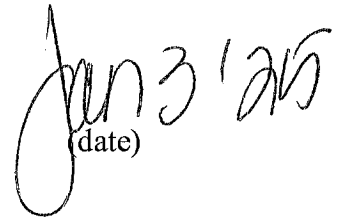
(date)

Payment method selected (please check one) + Tax:

- One annual payment
 Monthly payment

Contractor Acceptance:


(Anderson Bros Elec. Plumbing & Heating, Inc.)
Shelly McDowell, Service Dept. Manager


(date)

Equipment that is included in this service agreement:

Mechanical Room #1 HP 163	Model: GEVE03031A01	Serial: W09L15816
Mechanical Room #1 HP 157	Model: GEVE03631A01	Serial: W09L15892
Mechanical Room #1 HP 165	Model: GEVE02431A01	Serial: W09L15807
Mechanical Room #1 HP 124	Model: GEVE12031D01	Serial: W09L14939
Mechanical Room #1 ERV #1		
Mechanical Room #1 ERV #2		
Mechanical Room #2 HP 155	Model: GEVE03031A01	Serial: W09L15814
Mechanical Room #2 HP 141	Model: GEVE04831A02	Serial: W09L15897
Mechanical Room #2 HP 156	Model: GEVE04231A01	Serial: W09L15895
Mechanical Room #2 HP 161	Model: GEVE04831A02	Serial: W09L15898
Mechanical Room #3 HP 152	Model: GEVE03031A01	Serial: W09L15810
Mechanical Room #3 HP 154	Model: GEVE03031A01	Serial: W09L15813
Mechanical Room #4 HP 151	Model: GEVE03031A01	Serial: W09L15817
Mechanical Room #4 HP 149	Model: GEVE03031A01	Serial: W09L15811
Mechanical Room #5 HP 109	Model: GEVE03031A01	Serial: W09L15815
Mechanical Room #5 HP 132	Model: WGCV048FILT	Serial: SLPV23058
Mechanical Room #5 HP 131	Model: GEVE03631A01	Serial: W09L15893
Mechanical Room #6 HP 107	Model: GEVE04231A01	Serial: W09L15894
Mechanical Room #6 HP 129	Model: GEVE03631A01	Serial: W09L15891
Mechanical Room #6 HP 102A	Model: GEVE03031A01	Serial: W09L15808
Hallway Horizontal Above Ceiling	Model: GEHE02431A01	Serial: W09L15899
Hallway	Model: GEHE02431A01	Serial: W09L15900
2 Boilers		



PO Box 159
2600 Hwy 30 E • Rovar Park #8
Kearney, NE 68848-0159
308-236-6437 • Fax: 308-237-5614

www.andersonbros.com

PO Box 620
313 West 4th
Holdrege, NE 68949-0620
308-995-4481 • Fax: 308-995-4482

January 3, 2025

Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

RE: Elementary School/Middle School- (Additions & Renovation Equipment)
Service Agreement for Cooling Season/Heating Season
Would start with Heating Season

Dear Representative:

Please find below the service agreement for the above reference property.

Coverage Provided Under This Agreement

1. Preventive Maintenance Inspections

It is hereby agreed that we will provide a qualified technician to inspect your air conditioning and heating system for proper operation to insure that it is in the best and safest possible condition for the oncoming cooling or heating season.

We will perform 2 inspections per year.

Inspections will include:

- inspecting, cleaning or replacing filters
- checking refrigerant pressures; adjust charge if necessary
- checking electrical connections and tighten if necessary
- checking for proper voltages and amp draws
- lubricating components as required
- checking belts for proper tension and condition; adjust or replace as necessary
- checking and cleaning condensate drain systems internal to the unit(s)
- insure that electrical controls work properly
- clean indoor and outdoor coils if needed

- checking heating operation, including ignition sequences, lighting of the pilot(s), and safety controls

2. *Intermediate Filter Changes*

Along with the preventive maintenance described above, we will also include 0 changes of the air filters along with a visual and audio check of the equipment for safe operation.

3. *Labor Coverage*

It is agreed that we will provide such labor as may be required to perform the preventive maintenance and intermediate filter changes as described above, during normal working hours, at no additional charge.

For service after normal working hours, a service surcharge of \$195.95 per hour will be assessed on all labor.

4. *Parts Coverage*

The only parts covered by this agreement are the filters and any refrigerant needed to adjust a unit's charge at the time of inspection.

Additional parts will be supplied at extra cost.

Parts will only be installed pending client approval upon notification by the inspecting technician that additional repairs are necessary.

Additional Terms and Conditions

1. Any alterations, adjustments or repairs made by others, unless authorized or agreed upon by this Contractor, will be cause to terminate our obligation under this agreement.
2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.
3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.
4. This agreement includes all control wiring between indoor and outdoor units and the thermostat(s), and power wiring and controls *within* the units. *Not* included are external power wiring, circuit breakers, and disconnects supplying electrical service for the units. Likewise, gas piping that is external to the units is not covered.
5. This agreement does not cover ductwork, structural supports or other sheet metal components which may deteriorate due to corrosion or rust.

Customer Acceptance:

_____ (customer)

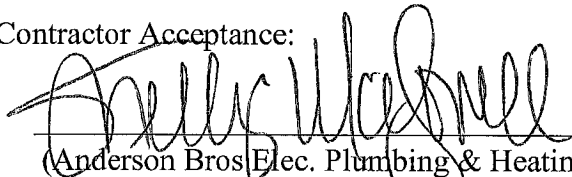
_____ (date)

Payment method selected (please check one) + Tax:

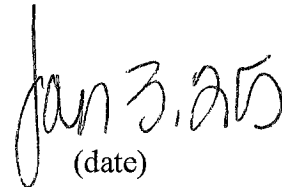
One annual payment

Monthly payment

Contractor Acceptance:



(Anderson Bros Elec. Plumbing & Heating, Inc.)
Shelly McDowell, Service Dept. Manager


(date)

Equipment that is included in this service agreement:

SEE ATTACHED LISTING

MODEL NUMBER	SERIAL NUMBER	BRAND	TAG INFO
***** *4DX4-40X106X4	NA	Temtrol	***** MAU
*4DX4-40x106x5-9A-RH	NA	Temtrol	MAU
*RCS0720	*FBOU221001129	Daikin	Daikin
*MLA024S45-1P	*6922A27430	Lennox	Lennox
*MLA024S45-1P	*6919M11818	Lennox	Lennox
*VXE-312-74-40H-30D-0	*21227353	Valent	ERV-1
*ES049-3VTC-FRTAUA	*2940275000001	Bosch	HP-A101
*ES049-3VTC-FRTAUA	*2940275000002	Bosch	HP-A102
*ES049-3VTC-FRTAUA	*2940276000001	Bosch	HP-A107
*ES049-3VTC-FRTAUA	*2594027600004	Bosch	HP-A201
*ES049-3VTC-FRTAUA	*2940276000003	Bosch	HP-A207
*ES049-3VTC-FRTAUA	*2940276000002	Bosch	HP-A103
*ES049-3VTC-FRTAUA	*2940276000002	Bosch	HP-A112
*ES035	*2940276000001	Bosch	HP-A117
*ES035	*2940276000003	Bosch	HP-A206
*ES035	*2940276000004	Bosch	HP-A217
*ES035	*2940276000003	Bosch	HP-A210
*ES035	*2940276000001	Bosch	HP-A104
*ES035	*2940276000002	Bosch	HP-A118
*ES035	*2940276000001	Bosch	HP-A202
*ES035	*2940276000002	Bosch	HP-A207
*ES035	*2940276000001	Bosch	HP-A208
*ES035	*2940276000002	Bosch	HP-A206
*ES035	*2940276000002	Bosch	HP-A209
*ES035	*2940276000004	Bosch	HP-A217
*ES035	*2940276000001	Bosch	HP-A109
*ES035	*2940276000001	Bosch	HP-A218

*ES035	*2940276000001	Bosch	HP-A108
*ES035	*2940276000001	Bosch	HP-B100
*ES035	*2940276000002	Bosch	HP-B106
*ES035	*2940276000004	Bosch	HP-B112
*ES061	*2940276000003	Bosch	HP-A200
*ES061	*2940276000005	Bosch	HP-B113
*EC096	*2940276000001	Bosch	HP-B105A
*EC096	*2940276000001	Bosch	HP-B105B
*EP012	*2940276000003	Bosch	HP-B108
*EP012	*2940276000002	Bosch	HP-B121
*EP018	*2940276000001	Bosch	HP-B115
*EP015	*2940276000002	Bosch	HP-B120
*EP025	*2940276000001	Bosch	HP-A107
*EP025	*2940276000002	Bosch	HP-A118
*AR1500	*Product Code: 20177313	Array Boiler	BOILER
*ECOLRWB	*22P121370	Evapco	Cooling Tower

Elm Creek Public Schools
Finance & Personnel Committee
January 29, 2025

The committee meeting was called to order by Kim Beran, Superintendent at **6:00** p.m. in the administration office conference room.

Committee Members Present: Hannah Hild, Jacob Kringle, Lynette Mitchell

Committee Members Absent: None

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Discussed bank accounts & options
 - Sweep Construction Interest account consider moving into a CD \$208,000 - Not able to until construction project is completed
 - Ask Association to please take the account off of Elm Creek Public School account - I spoke with Kris Tool & she will take care of it
 - Depreciation Fund CD
 - Keep in CD for 7 months - consider
 - Benefit Fund CD
 - Keep in CD for 7 months - consider
 - Put on the Feb agenda & weekly memo
- Discussed Classified pay for 2025-2026
- Discussed adding 1 FTE for JH/HS Teaching

Meeting ended at **7:10** p.m.

**Elm Creek Public Schools
Policy & Negotiations Committee
January 15, 2025**

The policy committee meeting was called to order by Kim Beran, Superintendent at **5:00** p.m. in the administration office conference room.

Committee Members Present: Cole Brodine, Lynette Mitchell, Ryan Martin

Committee Members Absent: None

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Review 5000-5034 policies
 - Pull out 5004 & 5032 for further discussion
 - Work on policies 5035-5067 at the next scheduled meeting

Meeting ended at **6:15** p.m.

**Elm Creek Public Schools
Policy & Negotiations Committee
January 29, 2025**

The policy committee meeting was called to order by Kim Beran, Superintendent at **4:15** p.m. in the administration office conference room.

Committee Members Present: Lynette Mitchell, Ryan Martin

Committee Members Absent: Cole Brodine

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Estimated Certified Staff Pay with benefits for 25-26
 - **\$3,213,630.66**
 - Check on Colton's benefits
- Estimated Administrator Staff Pay with benefits for 25-26
 - **\$472,437.47**
- This year's approximate classified staff with benefits pay was **\$562,515**
 - Does not including bus drivers, but does include extra duty
- Recommend removing pay from Support Staff Handbook

Meeting ended at **5:08** p.m.

Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

a. Option Student Defined. Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.

b. Resident School District Defined. Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.

c. Option School District Defined. Option school district means the school district that a student chooses to attend other than his or her resident school district.

d. Elementary School Defined. Elementary school means grades K through 6.

e. Middle/High School Defined. High school means grades 7 through 12.

2. Persons Entitled to Apply for Option Enrollment of Students. Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. Duties, Entitlements and Rights of Option Students. Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. Standards for Acceptance or Rejection of Option Students.

a. Special Education Capacity. Capacity for special

education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

b. Numeric Capacity. The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

c. Programmatic Capacity. In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

d. Other Standards for Acceptance or Rejection of Option Enrollment Applications. In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the

student;

- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

e. Prohibited Standards. The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. Order of Acceptance. If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

- i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. Maximum Capacity Report. The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. False or Misleading Option Applications. If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. Academic Credits and Graduation. The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

7. Information Regarding Schools, Programs, Policies and Procedures. The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

8. Procedure for Students Optioning Into or Out of the School District.

a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

b. On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:

- i. When the district has already entered into contracts with teaching staff for the following school year;
- ii. When the district has already contracted for the performance of specific services for the student;

iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:

i. When the student has relocated to a different resident school district after February 1

ii. When a student's option school district merges with another district effective after February 1

b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end of the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: December 14, 2020

Revised on: October 9, 2023, July 8, 2024

Reviewed on: Feb 10, 2025

5032

Closed Campus

The school campus is an open campus. The superintendent of schools shall have the authority to close campus in the event that students disrupt the operation of the educational program in taking advantage of this privilege.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 10, 2025_____

Board of Education Special Meeting

Tuesday, February 4, 2025 6:00 PM

1. OPEN THE MEETING

1.1. Call to Order

The meeting was called to order by President Lynette Mitchell at 6:00 pm.

1.1.1. Publication of Meeting

1.1.2. Nebraska Open Meetings Law

1.1.3. Pledge of Allegiance

1.1.4. District Mission Statement

1.2. Board Member Roll Call

Motion was made to excuse absent board member Hannah Hild. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Jacob Kringle: Yea, Ryan Martin: Yea, Lynette Mitchell: Yea, Hannah Hild: Absent

2. PUBLIC COMMENT (agenda item specific)

Five community members were present. Willie Keep and Janet Reichert spoke on behalf of adding one certified full time employee for junior high and high school math and technology.

3. INFORMATION ITEMS

3.1. Administrator Reports

Mr. Marquez, Mrs. Williams, and Mrs. Beran requested the school board consider the approval to hire a certified full time teacher to meet the needs of our kids and district staff.

4. CONSENT AGENDA

Motion was made that the board approves the consent agenda as presented. This motion, made by Lynette Mitchell and seconded by Jacob Kringle, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Jacob Kringle: Yea, Ryan Martin: Yea, Lynette Mitchell: Yea, Hannah Hild: Absent

4.1. Prior Meeting Minutes

5. ACTION ITEMS

5.1. Discussion and Possible Action on Adding 1.0 FTE Teaching Position for the 2025-26 School Year

Motion was made to approve the addition of 1.0 FTE teaching position for the 2025-26 school

year. This motion, made by Ryan Martin and seconded by Cole Brodine, Failed. Alicia Beavers: Nay, Lynette Mitchell: Nay, Cole Brodine: Yea, Jacob Kringle: Yea, Ryan Martin: Yea, Hannah Hild: Absent

6. ADJOURN

Motion was made to adjourn the meeting at 7:02 pm. This motion, made by Lynette Mitchell and seconded by Ryan Martin, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Jacob Kringle: Yea, Ryan Martin: Yea, Lynette Mitchell: Yea, Hannah Hild: Absent

7. **CLOSED SESSION: If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act.

8. **SEQUENCE OF AGENDA: The sequence of agenda topics is subject to change at the discretion of the board.



Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

Invoice **800511**
 Draw 32
 Date 2/4/25
 Customer 5009
 Billing Thru: 1/31/2025

Contract: 21-02-025 School Addition and Renovation

Contract Recap:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	105,110.81
Construction to Date	\$	11,531,469.10
Total Completed to Date	\$	11,261,299.34
Retainage	\$	(250,000.00)
Total Earned Less Retainage	\$	11,011,299.34
Less Previous Billings	\$	(10,991,725.68)
AMOUNT DUE THIS INVOICE	\$	19,573.66

Net 10 Days



CSI Division	Description	Quantity	Rate	Amount
-----------------	-------------	----------	------	--------

01 General Requirements

01-3100.40	Incidental Const Services				
	Other Misc Costs			\$	191.97
01-3113.10	Sr. Accounting	0	\$ 75.00	\$	-
01-3113.20	Accounting	1.5	\$ 70.00	\$	105.00
01-3113.30	Construction Op Director		\$ 120.00	\$	-
01-3113.44	Field Operations Director	34	\$ 120.00	\$	4,080.00
01-3113.45	Project Engineer	0	\$ 150.00	\$	-
01-3113.50	Project Manager	9	\$ 85.00	\$	765.00
		0	\$ 105.00	\$	-
01-3113.55	Assistant Project Manager	0.5	\$ 70.00	\$	35.00
	TOTAL GENERAL REQUIREMENTS			\$	5,176.97

07 Thermal & Moisture Protection

07-9200.10	Building Sealants				
	Materials			\$	31.72
	TOTAL THERMAL & MOISTURE PROTECTION			\$	31.72

26 Electrical

26-0500.99	Electrical				
	Subcontractor			\$	13,000.00
	TOTAL ELECTRICAL			\$	13,000.00

70 OTHER USER DEFINED

70-1100.99	Estimating Adjustment			\$	1,000.00
	TOTAL OTHER USER DEFINED			\$	1,000.00



INVOICE SUB TOTAL	\$	19,208.69
CONTRACTOR FEE	\$	364.97
TOTAL COMPLETED TO DATE	\$	19,573.66
RETAINAGE	\$	-
TOTAL AMOUNT DUE	\$	19,573.66

Contract Summary:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	105,110.81
Construction to Date	\$	11,531,469.10
Invoiced Amount	\$	11,261,299.34
Remaining Amount	\$	270,169.76
Billed Percent		98%
RETAINAGE Balance	\$	250,000.00

Approved By:

Name: *Kent Cordes*
 Kent Cordes, Project Manager

Date: 2/4/2025

Name: *Linette Butler*

Date: 2/4/2025

Name: _____
 Wilkins ADP

Date: _____

Thank you for choosing BD Construction, Inc./Kearney



Project:

Elm Creek Public Schools

Location:

Elm Creek, NE

Date:

January 31, 2025

Billed to Date

CSI	Description	Cont. / Supplier	Estimate	Billed to Date	Balance to Finish	Draw 32
01-0000-00	Pre-Construction General Conditions		\$ 28,700.00	\$ 28,555.00	\$ 145.00 99%	\$ -
01-3113-10	Sr. Accounting		\$ 150.00	\$ -	\$ 150.00	
01-3113-20	Accounting		\$ 280.00	\$ 385.00	\$ (105.00)	
01-3113-30	Sr. Estimating		\$ 14,400.00	\$ 26,700.00	\$ (12,300.00)	
01-3113-75	Contract Administration		\$ 1,470.00	\$ 1,470.00	\$ -	
01-3113-80	Project Executive		\$ 12,400.00	\$ -	\$ 12,400.00	
01-0000-00	General Conditions		\$ 518,823.78	\$ 548,038.63	\$ (29,214.85) 106%	\$ 4,985.00
01-3113-10	Sr. Accounting		\$ 11,700.00	\$ 9,187.50	\$ 2,512.50	
01-3113-20	Accounting		\$ 10,920.00	\$ 15,155.00	\$ (4,235.00)	\$ 105.00
01-3113-30	Sr. Estimating		\$ -	\$ 840.00	\$ (840.00)	
01-3113-85	Field Operations Manager		\$ 37,440.00	\$ 17,700.00	\$ 19,740.00	\$ 4,080.00
01-3113-50	Project Manager		\$ 127,880.00	\$ 97,047.50	\$ 30,832.50	\$ 765.00
01-3113-55	Assistant Project Manager		\$ -	\$ 20,615.00	\$ (20,615.00)	\$ 35.00
01-3113-60	Superintendent		\$ 287,950.00	\$ 364,645.00	\$ (76,695.00)	
	Mileage (Sup. And Admin.)		\$ 2,028.78	\$ 10,462.13	\$ (8,433.35)	
01-3113-65	Assistant Superintendent		\$ -	\$ 6,660.00	\$ (6,660.00)	
01-3113-70	Safety Consultant		\$ 2,925.00	\$ 1,528.00	\$ 1,397.00	
01-3113-75	Contract Administration		\$ 1,400.00	\$ 1,176.00	\$ 224.00	
01-3113-80	Project Executive		\$ 36,580.00	\$ 3,022.50	\$ 33,557.50	
01-0000-00	General Requirements		\$ 217,175.00	\$ 287,144.84	\$ (69,969.84) 132%	\$ 191.97
01-3100-40	Incidental Construction Services		\$ 27,000.00	\$ 99,690.88	\$ (72,690.88)	\$ 191.97
01-3100-50	Plan Documents		\$ 5,000.00	\$ (300.00)	\$ 5,300.00	
01-3300-10	Electronic Shop Drawing Reviewal Process	Submittal Exchange	\$ 12,500.00	\$ 18,218.61	\$ (5,718.61)	
01-4126-10	Permits		\$ 5,000.00	\$ 2,254.10	\$ 2,745.90	
01-4126-20	Fire Marshall Permit	Fire Marshall	\$ 500.00	\$ -	\$ 500.00	
01-4523-10	Soil Compaction	Allowance	\$ 15,000.00	\$ -	\$ 15,000.00	
01-4523-20	Geotech services / site investigation	Allowance	\$ 4,500.00	\$ -	\$ 4,500.00	
01-4523-30	Concrete Testing	Included in Soil testing above	\$ -	\$ -	\$ -	
01-4710-10	Builders Risk Insurance	OWNER	\$ -	\$ -	\$ -	
01-5113-10	Temporary Electrical	OWNER	\$ -	\$ -	\$ -	
01-5113-10	Power Office Trailer		\$ 1,500.00	\$ 446.94	\$ 1,053.06	
01-5123-10	Temporary Heat	NONE	\$ -	\$ 15,752.73	\$ (15,752.73)	
01-5133-10	Temporary Telephone (Cell Phone)		\$ 4,950.00	\$ 4,106.94	\$ 843.06	
01-5136-10	Temporary Water Drinking		\$ 630.00	\$ 271.66	\$ 358.34	
01-5136-20	Temporary Water Construction	OWNER	\$ -	\$ -	\$ -	
01-5213-10	Prjt Field Office Delivery (loaded mile)		\$ 330.00	\$ -	\$ 330.00	
01-5213-20	Project Field Office Rent		\$ 11,700.00	\$ 7,350.00	\$ 4,350.00	

77	01-5219-10	Sanitary Facilities		\$	2,565.00	\$	4,876.00	\$	(2,311.00)		
81	01-5626-10	Temp Chain Link Fence	Allowance	\$	15,000.00	\$	166.63	\$	14,833.37		
82	01-5813-10	Project Signage	None			\$	-	\$	-		
83	01-7113-10	Mobilization	Allowance	\$	4,000.00	\$	4,000.00	\$	-		
84	01-7113-20	Bugout	Included in Mobilization costs			\$	-	\$	-		
85	01-7419-10	Refuse Collection & Disposal		\$	9,000.00	\$	13,389.74	\$	(4,389.74)		
86	01-7423-10	Rough Cleaning	Allowance	\$	7,500.00	\$	-	\$	7,500.00		
87	01-7423-10	Final Cleaning	Allowance	\$	13,500.00	\$	8,312.56	\$	5,187.44		
	01-7700-99	Closeout Procedures				\$	14,670.00	\$	(14,670.00)		
89	60-1000-99	Survey (Site Plan) - including staking	Allowance	\$	8,000.00	\$	1,334.57	\$	6,665.43		
99	70-1000-20	Fuel	Allowance	\$	1,500.00	\$	2,332.56	\$	(832.56)		
100	70-7000-99	Equipment		\$	67,500.00	\$	90,270.92	\$	(22,770.92)		
101											
102	02000000	Existing Conditions		\$	65,169.00	\$	68,543.84	\$	(3,374.84)	105%	\$ -
103	02	Temporary Walls	Allowance	\$	20,000.00	\$	23,374.84	\$	(3,374.84)		
104	02-4100.99	Demolition	BD Construction	\$	45,169.00	\$	45,169.00	\$	-		
106		Site Demo	Included in Site Prep Below	\$	-	\$	-	\$	-		
107											
108	03000000	Concrete		\$	604,383.51	\$	569,392.54	\$	34,990.97	94%	\$ -
109	03-3000.00	Building Concrete (foundation, floors, stoops) Add 1440 sf of hard surface court	Bigzby's Concrete	\$	546,217.91	\$	534,927.54	\$	11,290.37		
111	03-3000.00	Concrete Topping	Included in Concrete	\$	7,185.60	\$	-	\$	7,185.60		
112		Concrete Reinforcing Steel (including mesh)	Concrete Industries	\$	32,925.00	\$	32,925.00	\$	-		
114		Masonry Reinforcing Steel	Concrete Industries	\$	2,365.00	\$	1,540.00	\$	825.00		
116		Reinforcing steel (additional concrete)	Concrete Industries	\$	690.00	\$	-	\$	690.00		
117											
118	04000000	Masonry		\$	416,220.00	\$	416,220.00	\$	-	100%	\$ -
119	04-2000.99	Masonry	Masonry Unlimited	\$	416,220.00	\$	416,220.00	\$	-		
121											
122	05000000	Metals			\$1,184,433.00	\$	\$1,180,380.73	\$	\$4,052.27	100%	\$0.00
124		Structural Steel Fab	Apollo Steel	\$	832,200.00	\$	832,200.00	\$	-		
125		Structural Steel Stairs & Rails Fab	Apollo Steel	\$	74,500.00	\$	74,500.00	\$	-		
126		Structural Steel Erection	Schroeder Steel Erection	\$	277,733.00	\$	273,680.73	\$	4,052.27		
127											
128	06000000	Wood, Plastics & Composites		\$	304,951.00	\$	304,951.00	\$	-	100%	\$ -
129		Rough Carpentry	BD Construction	\$	161,130.00	\$	161,130.00	\$	-		
137		Casework	Designercraft	\$	143,821.00	\$	143,821.00	\$	-		
138	07 00 00	Thermal & Moisture Protection		\$	478,595.44	\$	480,666.24	\$	(2,070.80)	100%	\$ 31.72
139	07-2100.10	Batt Insulation Alternate in lieu of Sprayed	Midwest Partitions	\$	44,500.00	\$	44,500.00	\$	-		
140	07-2100.10	Foam Insulation	Estimated Cost	\$	15,000.00	\$	16,517.64	\$	(1,517.64)		
		Fluid Applied Membrane	Midwest Partitions	\$	48,750.00	\$	48,750.00	\$	-		
		Membrane at elevator pit	?	\$	2,000.00	\$	2,000.00	\$	-		
145		Building Expansion joint w/ covers	Allowance	\$	5,000.00	\$	818.43	\$	4,181.57		
		Roofing	Tri-Cities Group Roofing	\$	325,904.44	\$	335,009.59	\$	(9,105.15)		
152	07-7123.10	Gutter and Downspouts	Included in Roofing			\$	-	\$	-		
154	07-9200.10	Sealants	Global Caulking	\$	37,441.00	\$	33,070.58	\$	4,370.42		\$ 31.72
158		Insulation	Weatheright			\$	-	\$	-		

159	08 00 00	Openings		\$	414,082.00	\$	414,082.00	\$	-	100%	\$	-
		Doors and Hardware	Midwest Door & Hardware	\$	225,416.00	\$	225,416.00	\$	-			
169	08-3000.10	Overhead door	Bid #	\$	24,917.00	\$	24,917.00	\$	-			
172	08-5000.20	Exterior Windows	Included in Aluminum			\$	-	\$	-			
173	08-5000.20	Interior Windows	Included in Aluminum			\$	-	\$	-			
183	08-5000.20	Aluminum Storefront & Glazing	Tri County Glass	\$	163,749.00	\$	163,749.00	\$	-			
184	09 00 00	Finishes		\$	2,018,347.00	\$	2,016,937.00	\$	1,410.00	100%	\$	-
186	09-2116.10	Gypsum Drywall	Midwest Partitions	\$	1,427,583.00	\$	1,427,583.00	\$	-			
		Painting	Kucera Painting	\$	141,033.00	\$	141,033.00	\$	-			
		Acoustical Ceilings	TC Ceilings	\$	114,400.00	\$	112,990.00	\$	1,410.00			
	09-6000.99	Flooring	Floors Inc	\$	168,915.00	\$	168,915.00	\$	-			
	09-6000.99	Polished & Sealed Concrete	Kucera Painting	\$	37,200.00	\$	37,200.00	\$	-			
208	09-6000.99	Tile	Floors Inc	\$	129,216.00	\$	129,216.00	\$	-			
209												
210	10 00 00	Specialties		\$	155,518.00	\$	138,119.50	\$	17,398.50	89%	\$	-
212		Display Boards	EPCO	\$	35,728.00	\$	35,728.00	\$	-			
213		Wall Protection (corner guards; minor wp)	EPCO	\$	10,808.00	\$	10,808.00	\$	-			
214	10-4400.10	Fire Extinguishers	EPCO	\$	2,781.00	\$	2,781.00	\$	-			
215	10-2800.10	Toilet Accessories	EPCO	\$	5,872.00	\$	5,872.00	\$	-			
216	10-2800.10	Toilet Partitions	EPCO	\$	28,193.00	\$	28,193.00	\$	-			
217		Lockers (Material and installation)	Storage and Design	\$	47,500.00	\$	47,500.00	\$	-			
219	10-1400.10	AED - Difibulator (2 total???)	EPCO (Allowance)	\$	6,136.00	\$	6,136.00	\$	-			
220	10-1400.10	Interior Room Signage	Allowance	\$	3,500.00	\$	1,101.50	\$	2,398.50			
221	10-1400.10	Exterior Signage	Allowance	\$	15,000.00	\$	-	\$	15,000.00			
222												
230	12 00 00	Furnishings		\$	15,500.00	\$	16,971.00	\$	(1,471.00)	109%	\$	-
232		Roller window shades	Allowance	\$	15,500.00	\$	16,971.00	\$	(1,471.00)			
233												
237	14 00 00	Conveying Systems		\$	131,950.00	\$	131,950.00	\$	-	100%	\$	-
238		Elevator	Otis Elevator	\$	96,000.00	\$	96,000.00	\$	-			
239		Elevator - Lift	Access Elevator	\$	35,950.00	\$	35,950.00	\$	-			
240												
241	21 00 00	Fire Suppresion		\$	99,975.00	\$	100,095.00	\$	(120.00)	100%	\$	-
242	21-1300.99	Automatic Fire Sprinkler System	Bamford	\$	98,800.00	\$	98,920.00	\$	(120.00)			
243	21-1300.99	Auto. Fire Sprinkler System - Disconnect Existing	Bamford	\$	1,175.00	\$	1,175.00	\$	-			
244												
245	22 00 00	Plumbing		\$	2,232,598.00	\$	2,232,598.00	\$	-	100%	\$	-
246	22-1000.99	Plumbing	Anderson Bros	\$	2,223,728.00	\$	2,223,728.00	\$	-			
249	22-1000.99	Plumbing - Disconnect Existing Shop	Waggoner Plumbing	\$	8,870.00	\$	8,870.00	\$	-			
250												
257	26 00 00	Electrical		\$	1,284,743.66	\$	1,229,084.66	\$	55,659.00	96%	\$	13,000.00
258	26-0500.99	Electrical	Kidwell	\$	1,276,731.00	\$	1,221,072.00	\$	55,659.00			\$ 13,000.00
264	26-0500.99	Electrical - Disconnect Existing Shop	Kidwell	\$	2,578.00	\$	2,578.00	\$	-			
266	26-0500.99	Electrical - Disconnect Existing Shop (Additional)	Kidwell	\$	5,434.66	\$	5,434.66	\$	-			
275	31 00 00	Earthwork		\$	374,858.00	\$	359,858.00	\$	15,000.00	96%	\$	-
276	31-1413.99	Site Prep	Morten Construction	\$	158,508.00	\$	158,508.00	\$	-			
277	31-1413.99	Elementary Building Demo	Morten Construction	\$	199,000.00	\$	199,000.00	\$	-			
278	31-1413.99	Erosion Control	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00			
279		Termite Control	Affordable Pest Control	\$	2,350.00	\$	2,350.00	\$	-			
281												

282	32 00 00	Exterior Improvements		\$	27,972.16	\$	20,472.16	\$	7,500.00	73%	\$	-
286	32-1723.99	Parking Lot Stripping	Estimated Cost	\$	7,500.00	\$	-	\$	7,500.00			
287		Fencing	Patriotic Builders	\$	20,472.16	\$	20,472.16	\$	-			
291												
292	33 00 00	Utilities		\$	10,000.00	\$	-	\$	10,000.00	0%	\$	-
293	33-0000.00	Site Utilities	included above in Plumbing	\$	-	\$	-	\$	-			
294	33-0000.00	Site Utilities - PIV and Misc	?	\$	10,000.00	\$	-	\$	10,000.00			
297	70 00 00	Misc		\$	-	\$	-	\$	-	#DIV/0!	\$	-
298												
299												
300			Net	\$	10,583,994.55	\$	10,544,060.14	\$	39,934.41		\$	18,208.69
			CO#1-overex,elevator,demo vestibule	\$	18,969.69	\$	18,969.69	\$	-			
			CO#2-fire marshal, fur out walls,band room carp	\$	43,566.97	\$	30,699.76	\$	12,867.21			
			CO#3-weight room demo	\$	42,574.15	\$	39,722.23	\$	2,851.92			
304			Estimating Adjustment	\$	525,217.22	\$	366,734.51	\$	158,482.71		\$	1,000.00
305			Credit cost of 2nd Flr Corridor window	\$	(14,878.50)	\$	-	\$	(14,878.50)			
306			Owner Contingency	\$	50,000.00	\$	-	\$	50,000.00			
307			Contractors Fee	\$	212,025.02	\$	192,731.00	\$	19,294.02		\$	364.97
308			Subtotal	\$	11,461,469.10	\$	11,192,917.33	\$	268,551.77		\$	19,573.66
309			CM Bond Cost	\$	70,000.00	\$	68,382.00	\$	1,618.00			
			Total	\$	11,531,469.10	\$	11,261,299.33	\$	270,169.77		\$	19,573.66

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

02-04-2025

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All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025 Elm Creek Public Schools - CMR			
01-3100-40 Incidental Const Services			
2028 Builders Warehouse			
PO Box 1895			
Kearney NE 68848-1895			
1698314	12-20-2024	rollers/paint/sealant	49.08
6516 First National-0606-NO			
PO Box 2818			
Omaha NE 68103			
2024-12-24	12-24-2024	menards	84.05
6518 First National-3801-RP			
PO Box 2818			
Omaha NE 68103			
2024-12-31	12-31-2024	threshold	58.84
CSI Total			191.97*
07-9200-10 Building Sealants			
6553 First National-3320-BW			
PO Box 2818			
Omaha NE 68103			
2024-12-30	12-30-2024	caulk	20.16
2024-12-30b	12-30-2024	concrete sealer	63.43
2024-12-31b	12-31-2024	return sealant	20.16-
2024-12-31c	12-31-2024	concrete sealer	31.71-
CSI Total			31.72*
26-0500-99 Common Work Results for Electr			
11342 Kidwell			
3333 Folkways Circle			
Lincoln NE 68504			
261197	01-20-2025	Draw 24-ECS	13,000.00
CSI Total			13,000.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

02-04-2025

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All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025		Elm Creek Public Schools - CMR	
		32-1373-19 Concrete Paving Joint Sealants	
		2000 BD Construction Inc/Kearney	
		PO Box 726	
		Kearney	
		NE 68848	
800510	01-20-2025	Draw 21-ECS SP	1,000.00
		CSI Total	1,000.00*
Report Totals:			14,223.69*

Checking Account ID: STACTIVITY

Check Type: Automatic Payment

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount	
15	01/31/2025	X			MAGICW	MAGIC WRITER	7.00	
Check Type Total:					Automatic Payment	Void Total:	0.00	
							Total without Voids:	7.00

Checking Account ID: STACTIVITY

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
17696	01/09/2025				BURWELLSCH	BURWELL HIGH SCHOOL	120.00
17697	01/09/2025	X			CASHWAACT	CASH-WA DISTRIBUTING	5,460.47
17698	01/09/2025	X			CHESTERMAN	CHESTERMAN CO.	2,407.00
17699	01/09/2025	X			USBANK	CORPORATE PAYMENT SYSTEMS	2,717.45
17700	01/09/2025	X			FOSTFAMA	FOSTER'S FAMILY FOODS	287.15
17701	01/09/2025	X			HARCO	HARCO ATHLETIC RECONDITIONING, INC	2,555.00
17702	01/09/2025	X			HIGHPLAINS	HIGH PLAINS COMMUNITY SCHOOLS	45.00
17703	01/09/2025	X			MOESA	ALYSSA MOES	500.00
17704	01/09/2025	X			MOSTEKE	MOSTEK ELECTRIC, INC.	5,639.18
17705	01/09/2025	X			PLEASANTSC	PLEASANTON PUBLIC SCHOOLS	150.00
17706	01/09/2025	X			SHOEMAKERE	EMMETT SHOEMAKER	100.00
17707	01/09/2025	X			SULLIVANA	AYVA SULLIVAN	500.00
17708	01/09/2025	X			UNK	UNIVERSITY OF NEBRASKA KEARNEY	90.00
17709	01/09/2025	X			WELSHB	BAILEE WELSH	125.00
17710	01/09/2025	X			YANDAS	YANDA'S MUSIC	794.38
17711	01/10/2025	X			PURDYAB	ABRIEANNA PURDY	75.00
17712	01/14/2025	X			AMHERSTPUB	AMHERST PUBLIC SCHOOLS	250.00
17713	01/14/2025	X			AXTELLSCH	AXTELL SCHOOLS	100.00
17714	01/14/2025	X			BECKERD	DEXTER BECKER	300.00
17715	01/14/2025	X			BERNALR	RAYMOND BERNAL	75.00
17716	01/14/2025	X			BUESCHER	DARIN BUESCHER	75.00
17717	01/14/2025	X			USBANK	CORPORATE PAYMENT SYSTEMS	90.53
17718	01/14/2025	X			DUELANDJ	JAYCE DUELAND	147.00
17719	01/14/2025				FAVINGERD	DUSTIN FAVINGER	325.00
17720	01/14/2025	X			FIRSTIER	FIRSTIER BANK	1,400.00
17721	01/14/2025	X			GILLMING	MARK GILLMING	35.00
17722	01/14/2025	X			JOHNSPAT	PATRICK JOHNS	75.00
17723	01/14/2025	X			KOHLERM	MCKENZIE KOHLER	1,000.00
17724	01/14/2025				LEXINGTONS	LEXINGTON PUBLIC SCHOOLS	112.00
17725	01/14/2025	X			LOPERL	LOPER LEGACY FUND	225.00
17726	01/14/2025	X			NEHSHALL	NE HIGH SCHOOL SPORTS HALL OF FAME	1,126.00
17727	01/14/2025				PFEIFFERT	TERRY PFEIFFER	325.00
17728	01/14/2025	X			PURDYAB	ABRIEANNA PURDY	75.00
17729	01/14/2025	X			PURDYA	ANJOLINA PURDY	75.00
17730	01/14/2025				RILEYZ	ZACH RILEY	300.00
17731	01/14/2025				RINEHARTL	LYNN RINEHART	300.00
17732	01/14/2025	X			SAMUELSONJ	JACOB SAMUELSON	146.00
17733	01/14/2025				SHELTONSCH	SHELTON HIGH SCHOOL	100.00
17734	01/14/2025	X			STEINERE	ERIC STEINER	75.00
17735	01/14/2025	X			WESTB	BOB WEST	300.00
17736	01/14/2025	X			WETOVICKN	NOLAN WETOVICK	147.00
17737	01/14/2025	X			WIETJESB	BRYAN WIETJES	300.00
17738	01/16/2025	X			BERNALR	RAYMOND BERNAL	75.00
17739	01/16/2025	X			BUESCHER	DARIN BUESCHER	75.00
17740	01/16/2025	X			FEREBEEJ	JOEL FEREBEE	146.00
17741	01/16/2025	X			FIRSTIER	FIRSTIER BANK	3,245.00
17742	01/16/2025	X			GILLMING	MARK GILLMING	35.00
17743	01/16/2025	X			JOHNSPAT	PATRICK JOHNS	75.00
17744	01/16/2025	X			SADDB	BRYCE SADD	75.00
17745	01/16/2025				SCHUKARS	SCOTT SCHUKAR	147.00
17746	01/16/2025	X			STEINERE	ERIC STEINER	75.00
17747	01/16/2025	X			VALLEAUT	TIM VALLEAU	147.00
17748	01/16/2025	X			FRITZS	FRITZ'S MEAT	1,158.00
17749	01/17/2025	X			HOLDREGEY	HOLDREGE YMCA	102.00

Checking Account ID: STACTIVITY

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
17750	01/21/2025	X			BLUECROS	BLUE CROSS BLUE SHIELD OF NE	4,173.47
17751	01/21/2025				SOUTHLOUP	SOUTH LOUP HIGH SCHOOL	120.00
17752	01/21/2025				WALLACEHS	WALLACE HIGH SCHOOL SPEECH DEPT	96.00
17753	01/21/2025	X			WASENIUSH	HADLEIGH WASENIUS	125.00
17754	01/24/2025	X			LEADERSHIP	THE LEADERSHIP CENTER	60.00
17755	01/24/2025				MISKO	MISKO SPORTS, LLC	1,579.50
17756	01/24/2025	X			PURDYAB	ABRIEANNA PURDY	75.00
17757	01/24/2025	X			PURDYA	ANJOLINA PURDY	75.00
17758	01/24/2025				SHELTONSCH	SHELTON HIGH SCHOOL	50.00
17759	01/27/2025	X			BERNALR	RAYMOND BERNAL	75.00
17760	01/27/2025				BROKENBOWS	BROKEN BOW SCHOOLS	144.00
17761	01/27/2025	X			BUESCHER	DARIN BUESCHER	75.00
17762	01/27/2025	X			FIRSTIER	FIRSTIER BANK	405.00
17763	01/28/2025	X			FIRSTIER	FIRSTIER BANK	1,400.00
17764	01/28/2025				GILLMING	MARK GILLMING	75.00
17765	01/28/2025	X			HULSB	BEN HULS	147.00
17766	01/28/2025	X			JOHNSPAT	PATRICK JOHNS	75.00
17767	01/28/2025	X			SADDB	BRYCE SADD	75.00
17768	01/28/2025				STEINERE	ERIC STEINER	75.00
17769	01/28/2025				THIELET	TIM THIELE	147.00
17770	01/28/2025	X			WISCHMEIER	TRAVIS WISCHMEIER	146.00
17771	01/29/2025				AMHERSTPUB	AMHERST PUBLIC SCHOOLS	75.00
17772	01/29/2025	X			BERNALR	RAYMOND BERNAL	75.00
17773	01/29/2025	X			BUESCHER	DARIN BUESCHER	75.00
17774	01/29/2025				DONIPHAN	DONIPHAN-TRUMBULL PUBLIC SCHOOL	165.00
17775	01/29/2025	X			FIRSTIER	FIRSTIER BANK	375.00
17776	01/29/2025				MEDVALLEYS	MEDICINE VALLEY HIGH SCHOOL	100.00
17777	01/29/2025				NEFFAASSN	NEBRASKA FFA ASSN	54.00
17778	01/29/2025				TWINVALLEY	TWIN VALLEY CONFERENCE	100.00
17779	01/31/2025				AMHERSTPUB	AMHERST PUBLIC SCHOOLS	25.00
17780	01/31/2025				TEAMMATES	EC TEAMMATES	609.53
17781	01/31/2025				EMALC	COLBY EMAL	162.00
17782	01/31/2025				FIRSTIER	FIRSTIER BANK	1,600.00
17783	01/31/2025				GILLESPIE	CHAD GILLESPIE	162.00
17784	01/31/2025				GILLMING	MARK GILLMING	35.00
17785	01/31/2025				JOHNSPAT	PATRICK JOHNS	50.00
17786	01/31/2025				KRACLM	MARTY KRACL	161.00
17787	01/31/2025				STEINERE	ERIC STEINER	50.00
Check Type Total:		Check		Void Total:	0.00	Total without Voids:	47,465.66
Checking Account Total:		STACTIVITY		Void Total:	0.00	Total without Voids:	47,472.66
Grand Total:				Void Total:	0.00	Total without Voids:	47,472.66

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 10, 2025
 JANUARY 2025 FINANCIALS

GENERAL FUND - ACCT NO. 137766

BALANCE JANUARY 1, 2025		\$	788,648.62
RECEIPTS	ADAM MARSHALL LAND & AUCTION (DISPOSABLE PROP)	\$	1,958.43
	BUFFALO COUNTY	\$	397,310.03
	DAWSON COUNTY	\$	14,243.79
	FIRSTTIER - INTEREST	\$	92.11
	NASB (CLAIM - GARLAND)	\$	235.20
	NASB (PREMIUM REFUND-BALANCE AFTER AUDIT)	\$	2,505.00
	PHELPS COUNTY	\$	295,140.08
	PRESCHOOL	\$	6,380.00
	SPED SCHOOL AGE FFR	\$	54,894.00
	STATE OF NEBRASKA - AID	\$	85,252.00
	VILLAGE OF EC (TOBACCO LICENSE)	\$	30.00
	TOTAL RECEIPTS	<u>\$</u>	<u>858,040.64</u>
AVAILABLE BALANCE		\$	1,646,689.26
DISBURSEMENTS:			
	RETURN OF TUITION (STUDENT LEFT AT SEMESTER)	\$	480.00
	BILLS PAID JANUARY 9, 2025	\$	74,682.01
	PAYROLL	\$	364,555.75
	TOTAL DISBURSEMENTS	<u>\$</u>	<u>439,717.76</u>
BALANCE JANUARY 31, 2025		\$	1,206,971.50

DEPRECIATION FUND - ACCT NO 14832

ACCT 14832 (CLOSED)	BALANCE JANUARY 1, 2025	\$	73,467.06
ACCT 4152 (NEW)	EXPENSES	\$	-
	INTEREST	\$	3.02
	BALANCE JANUARY 31, 2025	<u>\$</u>	<u>73,470.08</u>
CD 31722	BALANCE JANUARY 1, 2025	\$	536,984.15
MOVED TO 7651	EXPENSES	\$	-
	INTEREST	\$	6,576.89
	TRANSFER FROM GENERAL FUNDS	\$	-
	BALANCE JANUARY 31, 2025	<u>\$</u>	<u>543,561.04</u>
	DEPRECIATION BALANCE JANUARY 31, 2025	\$	617,031.12

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 10, 2025
 JANUARY 2025 FINANCIALS

<u>UNEMPLOYMENT CD #2232</u>	BALANCE JANUARY 1, 2025	\$ 12,176.36
	INTEREST	\$ 149.13
	BALANCE JANUARY 31, 2025	\$ 12,325.49
<u>BUILDING FUND</u>	BALANCE JANUARY 1, 2025	\$ 477,149.21
	BUFFALO COUNTY	\$ 21,089.39
	DAWSON COUNTY	\$ 801.46
	PHELPS COUNTY	\$ 16,823.31
	MILLER & ASSOCIATES	\$ (9,600.00)
	INTEREST	\$ 835.65
	BALANCE JANUARY 31, 2025	\$ 507,099.02
BOND FUND OPENED 01/01/2023	BALANCE JANUARY 1, 2025	\$ 16,546.05
	BUFFALO COUNTY	\$ 105,347.94
	DAWSON COUNTY	\$ 3,932.35
	PHELPS COUNTY	\$ 81,280.89
	BALANCE JANUARY 31, 2025	\$ 207,107.23
ELEM CONSTRUCTION (NLAF)	BALANCE JANUARY 1, 2025	\$ 1,250.89
	DIV REINVESTMENT	\$ 4.52
	BALANCE JANUARY 31, 2025	\$ 1,255.41
ELEM CONSTRUCTION (FIRSTIER)	BALANCE JANUARY 1, 2025	\$ 223,062.99
	INTEREST EARNED	\$ 569.57
	INTEREST TO SWEEP ACCOUNT	\$ (2,128.44)
	WILKINS ARCHITECTURE DESIGN	\$ -
	BD CONSTRUCTION	\$ (30,592.76)
	BALANCE JANUARY 31, 2025	\$ 190,911.36
SWEEP SAVINGS ACCOUNT	BALANCE JANUARY 1, 2025	\$ 207,569.77
	EARNED INTEREST ON ACCOUNT	\$ 25.93
	INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$ 569.57
	BALANCE JANUARY 31, 2025	\$ 208,165.27

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 10, 2025
 JANUARY 2025 FINANCIALS

LUNCH FUND

<u>BALANCE JANUARY 1, 2025</u>	\$	40,134.98
<u>RECEIPTS</u>		
LUNCH SALES	\$	9,867.85
EFUND PAYMENTS	\$	3,837.20
FEDERAL REIMBURSEMENT BREAKFAST	\$	3,028.78
FEDERAL REIMBURSEMENT LUNCH	\$	11,766.28
STATE REIMBURSEMENT LUNCH	\$	-
STATE REIMBURSEMENT BREAKFAST	\$	-
TOTAL RECEIPTS	\$	28,500.11
AVAILABLE BALANCE	\$	68,635.09
<u>DISBURSEMENTS</u>		
FOOD/GROCERIES/MILK ETC.	\$	15,216.37
SUPPLIES	\$	297.69
MISCELLANEOUS (REIMBURSEMENTS, BANK FEES)	\$	427.68
PAYROLL	\$	5,253.60
TOTAL DISBURSEMENTS	\$	21,195.34
BALANCE JANUARY 31, 2025	\$	47,439.75

FEBRUARY BILLS AS OF 02/05/25

BERNARD FOODS	\$	-
CASHWA	\$	19,486.23
DOLLAR GENERAL	\$	-
FOSTERS FAMILY FOODS (BEEF PURCHASE)	\$	11.39
HILAND (MILK)	\$	1,771.57
JANUARY 2025 PAYROLL (ESTIMATE)	\$	-
US FOODS	\$	-
VILLAGE UNIFORM (TOWELS ETC)	\$	198.10
	\$	21,467.29

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 10, 2025
 JANUARY 2025 FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

	BALANCE JANUARY 1, 2025	\$	47,989.20
RECEIPTS	ATHLETICS & ACTIVITIES	\$	16,182.23
	CLUB & CLASS ACCOUNTS	\$	7,851.32
	DISTRICT ACTIVITIES	\$	5,482.77
	TRANSFER FROM GENERAL	\$	-
	TOTAL RECEIPTS	\$	29,516.32
EXPENSES	ATHLETICS & ACTIVITIES	\$	20,649.23
	CLUB & CLASS ACCOUNTS	\$	7,568.02
	VOID CHECKS	\$	(150.00)
	DISTRICT ACTIVITIES	\$	19,255.41
	TOTAL EXPENSES	\$	47,322.66
	BALANCE JANUARY 31, 2025	\$	30,182.86

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
20548	02/07/2025				AEL	ACCESS ELEVATOR & LIFTS INC	495.00
20549	02/07/2025				ANDERSONB	ANDERSON BROS.	1,654.03
20550	02/07/2025				ASKSUP	ASK SUPPLY CO. LLC	794.66
20551	02/07/2025				BERANK	KIMBERLY BERAN	33.60
20552	02/07/2025				BLACKHILLS	BLACK HILLS ENERGY	6,454.84
20553	02/07/2025				CLEVENERP	CLEVENER PETROLEUM	3,105.90
20554	02/07/2025				NECENTEQ	COLORADO/WEST EQUIPMENT, INC.	934.48
20555	02/07/2025				USBANK	CORPORATE PAYMENT SYSTEMS	2,966.40
20556	02/07/2025				DECKER	DECKER EQUIPMENT	52.89
20557	02/07/2025				EAKESOFF	EAKES OFFICE PRODUCTS	4,884.60
20558	02/07/2025				ESU10	EDUCATIONAL SERVICE UNIT 10	7,616.56
20559	02/07/2025				ESI	ELECTRONIC SYSTEMS, INC	300.00
20560	02/07/2025				FOSTERC	CURT FOSTER	200.00
20561	02/07/2025				FOSTFAM	FOSTER'S FAMILY FOODS	212.34
20562	02/07/2025				HOMETOWN	HOMETOWN LEASING	1,320.00
20563	02/07/2025				PAYFLEX	INSPIRA FINANCIAL	150.00
20564	02/07/2025				INTEGRATED	INTEGRATED LIFE CHOICES	5,584.20
20565	02/07/2025				JUNIOR	JUNIOR LIBRARY GUILD	491.10
20566	02/07/2025				PEPPERJW	JW PEPPER	194.99
20567	02/07/2025				KEARNWINN	KEARNEY WINNELSON CO.	161.00
20568	02/07/2025				KELLYSA	KELLY'S SALES & AG SERVICE	709.32
20569	02/07/2025				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	851.00
20570	02/07/2025				LONGK	KATHY LONG	180.00
20571	02/07/2025				MJ	M & J SIGNS	172.84
20572	02/07/2025				MARQUEZB	BRANDON MARQUEZ	98.00
20573	02/07/2025				LINWELD	MATHESON TRI GAS	774.37
20574	02/07/2025				MENARD430	MENARDS - KEARNEY	611.68
20575	02/07/2025				MIDAMERB	MIDAMERICA BOOKS	214.07
20576	02/07/2025				MIDDLETON	MIDDLETON ELECTRIC, INC	150.00
20577	02/07/2025				NRCSA	NE RURAL COMMUNITY SCHOOLS ASSN	220.00
20578	02/07/2025				NASB	NEBRASKA ASSN OF SCHOOL BOARDS	4,707.00
20579	02/07/2025				NPPD	NEBRASKA PUBLIC POWER DISTRICT	6,092.81
20580	02/07/2025				ONESOURCE	ONESOURCE	60.00
20581	02/07/2025				SECURLY	SECURLY, INC	834.75
20582	02/07/2025				SORINEX	SORINEX EXERCISE EQUIPMENT, INC.	1,905.28
20583	02/07/2025				STATENE	STATE OF NEBRASKA	361.28
20584	02/07/2025				TRUCKC	TRUCK CENTER COMPANIES	4,498.79
20585	02/07/2025				VILLAGEE	VILLAGE OF ELM CREEK	1,183.50
20586	02/07/2025				VILLAGEU	VILLAGE UNIFORM	533.02
20587	02/07/2025				WPCI	W.P.C.I.	68.00
20588	02/07/2025				WEXBANK	WEX BANK	1,307.17
20589	02/07/2025				WOODWARDS	WOODWARDS DISPOSAL SERVICE	32.50
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 63,171.97
Checking Account Total:		GENERAL			Void Total:	0.00	Total without Voids: 63,171.97
Grand Total:					Void Total:	0.00	Total without Voids: 63,171.97

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>
10057	02/10/2025				BDCONST	BD CONSTRUCTION	19,573.66
10058	02/10/2025				KIDWELL	KIDWELL INC.	820.00
Check Type Total:			Check			Void Total: 0.00	Total without Voids: 20,393.66
Checking Account Total:			BUILDING			Void Total: 0.00	Total without Voids: 20,393.66
Grand Total:						Void Total: 0.00	Total without Voids: 20,393.66

Cash Flow Report

School District #9
2/7/2025

Processing Month

01/2025

Page: 1
User ID: LKJ

FUND NI Account		BEGINNING CASH			ENDING CASH
		09/01/2024	REVENUES	EXPENSES	
01	GENERAL FUND	961,204.15	2,630,076.52	(2,384,309.17)	1,206,971.50
02	DEPRECIATION	379,511.89	64.98	(306,106.79)	73,470.08
02	DEPRECIATION CD	530,756.06	12,804.98	-	543,561.04
03	EMPLOYEE BENEFIT	12,035.14	290.35	-	12,325.49
05	ACTIVITY FUND	107,875.89	201,514.41	(279,207.44)	30,182.86
06	NUTRITION FUND	97,070.02	79,488.17	(129,118.44)	47,439.75
07	BOND FUND	565,867.11	435,022.45	(793,782.33)	207,107.23
08	BUILDING FUND	256,579.80	268,456.12	(17,936.90)	507,099.02
08	EL BLDG FUND-NLAF	1,231.97	23.44	-	1,255.41
08	EL BLDG FUND-FIRSTIER	1,000,021.32	7,137.25	(816,247.21)	190,911.36
08	EL SWEEP ACCT (INTEREST)	198,991.60	9,173.67	-	208,165.27
		4,111,144.95	3,644,052.34	(4,726,708.28)	3,028,489.01

Elm Creek Public Schools

2025-2026 School Year Calendar

Open House for Students & Families
PreSchool Start and End Dates
Parent/Teacher Conferences
School Event/No School for Students
No School for Staff & Students
First Day of the Quarter
Veteran's Day Program & Breakfast
Teacher Work & PD Day/No School for Students
Senior Graduation
Last Day for Seniors
JH/HS in Session/No School Elementary Students
Early Dismissal for Students/No School for PK Students/Last Day of the Quarter

Elementary, Junior High & High School	
Monday - Friday 8:00am - 3:25pm	
*Tardy Bell is 8:00 am	

Pre School	
Monday - Thursday AM 7:45am - 11:15am	
Monday - Thursday PM 11:50am - 3:25pm	

K-12 Student Days		Teacher Days	
Qtr 1	44.5	Qtr 1	49
Qtr 2	41.5	Qtr 2	45
Sem 1	86	Sem 1	94
Qtr 3	45.5	Qtr 3	50
Qtr 4	34.5	Qtr 4	38
Sem 2	80	Sem 2	88
Total	166	Total	182

Love **BLUE.**
Live **GOLD.**

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

17 S / 20 T / 10 PK

- 4th-6th - No School for Students/Teacher Work & PD Day/New Teacher Orientation
- 6th - Open House for Students & Families
- 7th - First Day of School for K-12 Students/First Day of Quarter
- 13th - First Day of School for Pre-K

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

20 S / 21 T / 16 PK

- 1st - No School for Students & Staff/Labor Day
- 15th - No School for Students/Teacher Work & PD Day
- 17th - PT Conferences
- 24th - PT Conferences

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19 S / 21 T / 16 PK

- 10th - Last Day of First Quarter/1:30 Dismissal for Students/No School for PK Students
- 13th - 2nd Quarter Starts
- 16th-17th - No School for Students & Staff/Fall Break
- 20th - No School for Students/Teacher Work & PD Day

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

16 S / 17 T / 13 PK

- 11th - Veteran's Day Program & Breakfast
- 17th - No School for Students/Teacher Work & PD Day
- 26th-28th - No School for Students & Staff/Thanksgiving Break

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

13 S / 15 T / 11 PK

- 18th - Last Day of 2nd Quarter & 1st Semester/1:30 Dismissal for Students/No School for PK Students
- 19th - No School for Students/Teacher Work & PD Day
- 22nd-31st - No School for Students & Staff/Holiday Break

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

18 S / 20 T / 15 PK

- 1st-2nd - No School for Students & Staff/Holiday Break
- 5th - No School for Students/Teacher Work & PD Day
- 6th - 3rd Quarter Starts
- 16th - No School for Students/Wrestling Invite

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

18 S / 19 T / 15 PK

- 9th - No School for Students/Teacher Work & PD Day
- 11th - PT Conferences
- 18th - PT Conferences
- 20th - No School for Students & Staff/Break

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17 S / 19 T / 15 PK

- 6th - No School for Students & Staff/Break
- 12th-13th - No School for Students & Staff/Break
- 17th - Last Day of 3rd Quarter/1:30 Dismissal for Students/No School for PK Students
- 18th - District Music/No School for all Students
- 20th - 4th Quarter Starts

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

19 S / 20 T / 16 PK

- 3rd-6th - No School for Students & Staff/Spring Break
- 20th - No School for Students/Teacher Work & PD Day

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

7 S / 10 T / 4 PK

- 1st - EC Track Invite/No School for all Students
- 6th - Seniors Last Day
- 7th - Last Day for PK Students
- 9th - Senior Graduation
- 13th - Last Day of 4th Qtr/2nd Sem for Kind-11th/1:30 Dismissal for Students
- 14th - No School for Students/Teacher Work & PD Day

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Approved on:
Updated on:

*August 4th - athlete conditioning begins
*August 11th - athlete practices begins

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

THIS AGREEMENT, made and entered into this 5th day of January, 2025, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY,**" and **Elm Creek Public Schools**, called "**DISTRICT.**"

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2025-26, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2024-25 and anticipated in 2025-26 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2025-26, commencing not earlier than August 1, 2025, and ending not later than August 20, 2026. The total dollar amount of this contract will be submitted to the district on or before July 1, 2025, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 16, 2025.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2025 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1, 2025 (next preceding the starting date of the school year to be affected by any changes) as are described in this paragraph.**
- 17. The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated or amended by mutual agreement.

ACCEPTED FOR **ELM CREEK** SCHOOL AS **DISTRICT**

THIS _____ DAY OF _____ 2025

BY _____
President or Secretary of Board

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

THIS _____ DAY OF _____ 2025

BY _____
Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2025-2026
Agency Code--950010

District Name: Elm Creek Public Schools

Contracted Reimbursable School Age Services	NDE Service Code	2024-25 Percent Per District	2025-26 Percent Per District
Speech Teacher School Age - Secondary	4001	-	-
Speech Teacher School Age - Elementary		-	-
SpEd Supervision School Age - Secondary	0001	0.0260	0.0270
SpEd Supervision School Age - Elementary		0.0260	0.0270
D/E Audiology School Age - Secondary	1003	0.007	0.007
D/E Audiology School Age - Elementary		0.007	0.007
Deaf Education Services School Age - Secondary	2014	0.0235	0.0556
Deaf Education Services School Age - Elementary		0.0235	-
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	0.0295	0.0310
Occupational Therapy School Age - Elementary		0.0295	0.0310
Physical Therapy School Age - Secondary	4005	0.0301	0.0311
Physical Therapy School Age - Elementary		0.0301	0.0311
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Orientation & Mobility - Secondary	4048		
Orientation & Mobility - Elementary			
Vocational	4012	0.041	0.043
Licensed Mental Health Provider Service - Secondary		-	-
Licensed Mental Health Provider Service- Elementary		-	-

Contracted Nonreimbursable Preschool Services		2024-25 Percent Per District	2025-26 Percent Per District
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	0.0270	0.0280
SpEd Supervision Birth - 2		0.0270	0.0280
D/E Audiology Ages 3 - 4	1003	0.0020	0.0020
D/E Audiology Birth - 2		0.0020	0.0020
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	-	-
D/E Psychology Birth - 2		-	-
Occupational Therapy Ages 3 - 4	4006	0.0074	0.0076
Occupational Therapy Birth - 2		0.0074	0.0076
Physical Therapy Ages 3 - 4	4005	0.0075	0.0078
Physical Therapy Birth - 2		0.0075	0.0078
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-
Orientation & Mobility - 3 - 4	4048		
Orientation & Mobility - Birth - 2			

signature of authorized school representative

Schedule B

Special Education Services are billed in 4 different ways. They are explained below including the rationale for the way the different services are billed.

FTE
Speech Language Pathology (SLP) is billed by FTE. The FTE amount is calculated by taking the total budget for the SLP program and dividing it by the amount of SLP FTE employed by the service unit for that fiscal year. Districts are billed based on the percentage of FTE they contract for.

Rationale for billing it this way: Historically, districts have requested a specific number of days of SLP time according to their districts' needs and duties of their SLP. Billing by FTE guarantees that they are able to secure the time they desire. SLPs spend more consistent time in a district than other disciplines.

ADM
Audiology, Physical Therapy, Occupational Therapy, School Psychology, and Supervision are billed as cooperative programs. This means that the programs are joined by school districts and the cost of the program is billed to the school district based on their Average Daily Membership (ADM) as submitted annually to NDE.

Rationale for billing this way: The needs in these programs ebb and flow as often as week by week so billing them in this manner means that districts can have their needs met as they come up without budget adjustments week by week. It allows for flexibility for districts and ESU staff to respond more immediately to whatever needs arise. Logically, a district with more students is going to have more needs so they have more time in the staff member's schedule. Because districts pay based on ADM, larger districts will have higher charges and smaller districts will have lower charges.

Per Student
Deaf Education (DHH), Vision Education (VI), and Orientation & Mobility (O&M) are billed on a per student cost according to the caseload of the provider. The budget or costs for the month are divided by the number of students on a service provider's caseload and that gives us the per student cost. The per student cost is multiplied by the number of students on the caseload in that specific district and then billed to the district.

Rationale for billing this way: Students who are DHH, VI, or have O&M needs are a very low incidence disability so there is not a need to bill by FTE and it is inequitable to bill by ADM. The low incidence of these disabilities and the size of ESU 10 districts make it unlikely that statistically it would fit the ADM pattern so we bill these programs on a per student basis to the districts who need the service.

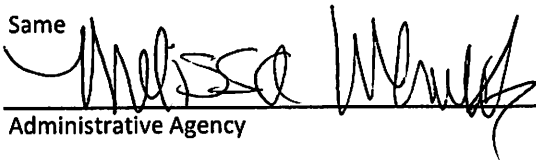
Day(s)/Week
Mental Health Therapy is currently the only program that is billed on a day(s) per week basis. For a district that contracts for the three programs of SLP, OT and PT from the service unit, their cost is \$11,000 for the year for 1 day per week. If a district contracts with ESU 10 for one or two of these programs, their cost is \$16,000 for the year for 1 day per week. If a district does not contract for any of the three programs, their cost is \$21,000 for the year for 1 day per week.

Rationale for billing this way: ESU 10 supplements the cost of the Mental Health Therapy Program with Medicaid in Public Schools (MIPS) dollars to keep costs as low as possible for school districts. The services provided by SLPs, OTs, and PTs are the highest source of income for MIPS dollars so districts that contract for these services are supplemented at a higher rate by having lower costs for the Mental Health Supports. 25-26 is the first year Mental Health therapy costs have increased.

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:		Date:	12/ 16/ 2024
	Administrative Agency		

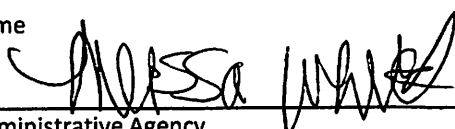
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Deaf Education Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	12/ 16/ 2024

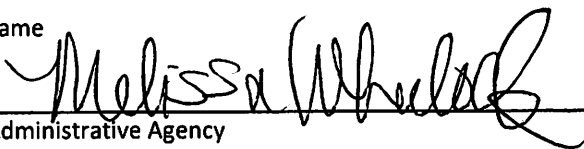
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Occupational Therapy Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	12, 16/ 2024

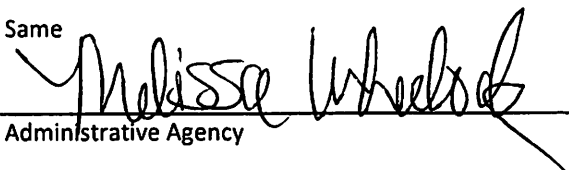
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Physical Therapy Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	12, 16/ 2024

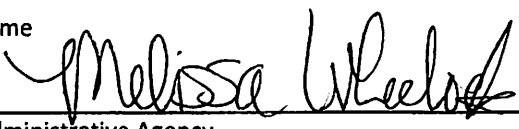
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	12/ 16/ 2024

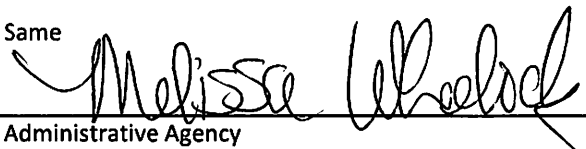
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person: Jean Anderson, Special Education Director		
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 12/ 16/ 2024

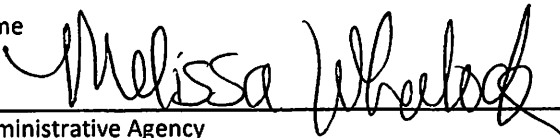
Part VI:

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

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2025-2026

Cooperative Program Name: ESU 10 Special Education Preschool Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator			
Name / Title of Contact Person: Jean Anderson, Special Education Director			
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	16/ 2024

Part VI:

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



REPAIR PRICE QUOTE

11222 Johnson Drive, Shawnee, KS 66203
Phone: (913)268-0069
www.heartlandseating.com

January 3, 2025

From: Bryan Peterson

To: Kim Beran
Elm Creek Public Schools
230 E. Calkins Ave
Elm Creek, NE 68836
Phone: (308)856-4300

Heartland Seating, Inc. is pleased to provide you with the following repair quote for
Elm Creek High School

Description	Price
EAST BANK: 9 ROWS X 6 SECTIONS	
• PERFORM ANNUAL SERVICE	
• RESURFACE 12 MOTOR DRUMS	
WEST BANK: 9 ROWS X 5 SECTIONS	
• PRFORM FULL SERVICE TUNE UP	
• RESURFACE 10 MOTOR DRUMS	
TOTAL SERVICE PRICE	\$16,990
Notes:	<ul style="list-style-type: none"> Unless specifically included above, pricing does not include any motor repairs or replacement. Crews shall have reasonable access to bleachers for timely completion of work. We must have your sales tax exemption and project exemption certificates with your signed order to avoid taxing materials and labor. Work will be plugged into the schedule once all sales order processing documents are received
Terms:	Net 30 days, invoiced upon arrival. 1.5 % per month to be charged on past due amounts.
TO ORDER SEND THIS SIGNED QUOTE, PURCHASE ORDER AND APPLICABLE SALES AND PROJECT TAX EXEMPTION DOCUMENTATION PAYABLE TO HEARTLAND SEATING, INC. 11222 JOHNSON DRIVE, SHAWNEE, KS 66203	

Prices are good for 30 days and do not include applicable taxes, union or prevailing wages, licenses, bonds, drawings or any other extraneous fees and services. Please call for a revised quote should you wish to have any additional items included.

Bryan Peterson

To accept the above proposal, please sign below.

Acceptance by: _____

Date: _____

Title: _____

PO #: _____

Delivery Address: _____

PO Total \$ _____