

Board of Education Regular Meeting

Monday, November 10, 2025 6:00 PM

Room 801, Elm Creek High School (south side, door 2)
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 (staff & student presentations, etc.)**
3. **PUBLIC COMMENT**
4. **INFORMATION ITEMS**
 - 4.1. **Administrator Reports**
 - 4.1.1. **Superintendent Report - Mrs. Beran**
 - 4.1.1.1. **Reminder of Contract Renewal or Non-Renewal**
 - 4.1.1.2. **Budget Tracking**
 - 4.1.2. **Principal/AD Report - Mr. Marquez**
 - 4.1.3. **Principal Report - Mrs. Williams**
 - 4.1.4. **Strategic Plan Update/District Goals Update**
 - 4.2. **Transportation Updates**
 - 4.3. **Board Committee Reports**
 - 4.3.1. **Building, Grounds, and Transportation**
 - 4.3.2. **Finance and Personnel**
 - 4.3.3. **Policy and Negotiations**
 - 4.3.4. **Americanism, Curriculum, and Technology**
5. **CONSENT AGENDA**
 - 5.1. **Prior Meeting Minutes**
 - 5.2. **Policy Final Reading and Adoption Including all New Policy Updates**
 - 5.3. **Financial Reports and Claims according to Review of Bills policy 3007**
 - 5.4. **Bond Payment of \$688,666.25**
6. **ACTION ITEMS**
 - 6.1. **Accept Superintendent Beran's 2025-2026 Evaluation**
 - 6.2. **Accept 2024-2025 Audit Report**
 - 6.3. **Consider & Take any Necessary Action to Amend 2025-2026 School Calendar**
 - 6.4. **Consider & Take any Necessary Action on Misc. Surplus Items**
 - 6.5. **Consider & Take any Necessary Action to Approve SRO Agreement**
 - 6.6. **Consider & Take any Necessary Action for PowerSchool Litigation Agreement**
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.

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.



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

November 6, 2025

Dear Elm Creek Public Schools Board of Education,

In accordance with **Section 1i** of the Superintendent's contract, the Board shall, at or before its regular Board meeting in December of 2025 and each subsequent contract year, notify the Superintendent of the Board's offer of continued employment and of the terms of such continued employment. The Superintendent shall accept or deny such contract offer at or before the regular Board meeting in January.

The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each year of this contract.

Sincerely,

Kim Beran

Kim Beran
Superintendent of EC

2025-2026	General Fund:		Monthly Total	YTD Expend.	% Spent	GF Exp. Prior Years		
	(use board report)	(use Payroll Register Report)				24-25 Year	23-24 Year	22-23 Year
Month	Expenditures	Payroll						
Sept. Mtg.	\$67,140.02	\$369,789.60	\$436,929.62	\$436,929.62	5.58%	\$473,102.35/6.87%	\$442,474.11	\$460,444.94
Oct. Mtg.	\$88,383.90	\$406,082.23	\$494,466.13	\$931,395.75	11.89%	\$522,768.49/14.02%	\$407,233.05	\$404,233.94
Nov. Mtg.	\$71,155.46	\$402,064.18	\$473,219.64	\$1,404,615.39	17.93%	\$461,463.56/21.16%	\$513,853.24	\$439,448.67
Dec. Mtg.				\$1,404,615.39	17.93%	\$471,014.67/28%	\$422,378.32	\$403,410.06
Jan. Mtg.				\$1,404,615.39	17.93%	\$439,726.62/34.39%	\$369,091.31	\$359,536.46
Feb. Mtg.				\$1,404,615.39	17.93%	\$443,709.09/40.83%	\$421,966.12	\$403,816.38
March Mtg.				\$1,404,615.39	17.93%	\$412,302.61/46.82%	\$389,448.48	\$377,540.40
April Mtg.				\$1,404,615.39	17.93%	\$512,077.14/54.26%	\$421,565.11	\$455,019.95
May Mtg.				\$1,404,615.39	17.93%	\$500,382.31/61.52%	\$458,119.41	\$439,964.13
June Mtg.				\$1,404,615.39	17.93%	\$430,516.35/67.77%	\$442,341.57	\$428,110.34
July Mtg.				\$1,404,615.39	17.93%	\$483,247.15/74.79%	\$368,970.53	\$380,040.82
Aug. Mtg.				\$1,404,615.39	17.93%	\$73,586.49/75.86%	\$934,327.30	\$745,559.39
Aug. EOY Mtg.				\$1,404,615.39	17.93%	\$890,402.09/88.79%	\$5,591,768.55	\$5,297,125.48
TOTALS	\$226,679.38	\$1,177,936.01		\$1,404,615.39				
General Fund Budget		\$7,833,382.00	(spending authority)					
Average Monthly Bills =					\$468,205.13			
(including payroll)								
Necessary Cash Reserve =					\$1,638,717.96	\$1,404,615.39		
(including payroll)					3.5 months	3 months		

<u>2025-2026</u>					*Doesn't include CD	*Doesn't include CD
	<u>Depreciation Fund:</u>	<u>Expenditures</u>	<u>Projects:</u>		<u>25-26 Fund Balance:</u>	<u>24-25 Fund Balance:</u>
Sept.	Depreciation	\$0.00			\$241,007.62	\$298,841.75
Oct.	Depreciation	\$0.00			\$241,426.33	\$221,177.02
Nov.	Depreciation	\$41,780.00	Semco Unit		\$241,832.65	\$91,235.60
Dec.	Depreciation					\$73,467.06
Jan.	Depreciation					\$73,470.08
Feb.	Depreciation					\$73,551.65
March	Depreciation					\$32,881.64
April	Depreciation					\$15,927.37
May	Depreciation					\$15,955.08
June	Depreciation					\$15,955.08
July	Depreciation					\$15,955.08

	Aug.	Depreciation					\$240,955.08	
	EOY	Depreciation					*with GF transfer	

2025-2026

	<u>Building Fund:</u>	<u>Expenditures:</u>	<u>Projects:</u>	<u>25-26 Fund Balance:</u>	<u>24-25 Fund Balance:</u>
Sept.	Building	\$0.00		\$715,078.79	\$272,492.00
Oct.	Building	\$29,394.23	Cover BD Bill	\$752,363.14	\$278,412.10
Nov.	Building	\$0.00		\$734,261.52	\$271,132.19
Dec.	Building				\$477,149.21
Jan.	Building				\$507,099.02
Feb.	Building				\$511,284.13
March	Building				\$553,563.68
April	Building				\$559,880.67
May	Building				
June	Building				\$663,667.30
July	Building				\$666,719.29

	Aug.	Building					
	Aug. EOY						

2025-2026

Bond Fund Expenditures:

25-26 Fund Balance:

24-25 Fund Balance:

Sept.	\$0.00	\$503,096.50	\$734,861.98
Oct.	\$0.00	\$678,914.14	\$794,539.74
Nov.	\$688,666.25	\$727,739.49	\$183,295.10
Dec.			\$175,691.08
Jan.			\$207,107.23
Feb.			\$224,511.98
March			\$273,343.10
April			\$297,019.06
May			
June			\$529,314.85
July			\$537,860.46

	Aug.				
	Aug. EOY				

2025-2026

	<u>Nutrition Fund:</u>	<u>Expenditures:</u>	<u>25-26 Fund Balance:</u>	<u>24-25 Fund Balance:</u>
Sept.	Nutrition	\$9,135.08	\$107,908.72	\$85,480.32
Oct.	Nutrition	\$26,572.62	\$98,773.64	\$67,474.70
Nov.	Nutrition			\$60,786.31 *Audit Adjustment
Dec.	Nutrition			\$40,134.98
Jan.	Nutrition			\$47,439.75
Feb.	Nutrition			\$33,901.51 *walk in cooler repairs
March	Nutrition			\$30,007.65
April	Nutrition			\$21,389.18 *repairs & Maintenance
May	Nutrition			
June	Nutrition			\$8,464.13
July	Nutrition			\$9,028.42

	Aug.	Nutrition				
	Aug. EOY					

2025-2026

	<u>Activity Fund:</u>	<u>Expenditures:</u>	<u>25-26 Fund Balance:</u>	<u>24-25 Fund Balance:</u>
Sept.	Activities	\$3,821.89	\$66,158.46	\$109,208.92 *Greenhouse Donations \$3750
Oct.	Activities	\$58,167.92	\$62,336.57	\$81,709.53
Nov.	Activities	\$30,097.61	\$66,923.58	\$69,304.15
Dec.	Activities			\$47,989.20
Jan.	Activities			\$30,182.86
Feb.	Activities			\$45,673.60
March	Activities			\$18,934.18
April	Activities			\$37,973.76 *District & State Activities. Transfer from General Fund \$45,000.
May	Activities			
June	Activities			\$30,407.13
July	Activities			\$29,668.20

	Aug.	Activities				
	Aug. EOY					

Financial Literacy: Elm Creek Public Schools Schools

Preschool (3 and 4 year olds)

- Students at preschool level begin their journey to financial literacy with play. This play includes the use of toy money, and the exchange of goods and services through well crafted and purposeful centers.

Elementary

- Students at Elm Creek Elementary learn about financial literacy through their math and social studies curriculum work.
 - The standards in math include:
 - <https://www.education.ne.gov/math/mathematics-standards/>
 - The standards in social studies include:
 - <https://www.education.ne.gov/socialstudies/standards/>
- Elm Creek Elementary and FirstTier Bank Partnership for In School Savings Program
 - [Nebraska Council on Economic Council](#)
 - chrome-extension://efaidnbnmnibpcajpcglclefindmkaj/https://mail.google.com/mail/u/0?ui=2&ik=bb1c7c3c0f&attid=0.1&permmsgid=msg-f:1830922873649681022&th=1968bea72706d27e&view=att&disp=inline&realattid=f_ma5d33vc0&zw&acrobatPromotionSource=gmail_chrome-card

Junior High

- Students at Elm Creek Junior High learn about financial literacy through their math and social studies curriculum work.
 - The standards in math include:
 - <https://www.education.ne.gov/math/mathematics-standards/>
 - The standards in social studies include:
 - <https://www.education.ne.gov/socialstudies/standards/>
- Students at Elm Creek Junior High will also take courses in the area of financial literacy. This course include:
 - Computer (Required)

- Work with Microsoft Excel and Google Sheets to organize a budget.

High School

- Students at Elm Creek High School learn about financial literacy through their math and social studies curriculum work.
 - The standards in math include:
 - <https://www.education.ne.gov/math/mathematics-standards/>
 - The standards in social studies include:
 - <https://www.education.ne.gov/socialstudies/standards/>
 - Students at Elm Creek High School will also take courses in the area of financial literacy.
 - https://www.education.ne.gov/wp-content/uploads/2024/07/BMM_2024.pdf
- These courses include:
- Personal Finance (Required)
 - Accounting and Finance (Not Required)
 - Economics (Not Required)

Computer Science & Technology: Elm Creek Public Schools Schools

Elementary

- Students at kindergarten-first grade level begin their journey in computer science by understanding robot behaviors and block coding robots. Second-sixth graders build, customize and code robots to compete in robot challenges.
- The kindergarten-first grade level standards in literacy, math, digital citizenship and coding.
 - <https://education.vex.com/stemlabs/123>
 - <https://www.netsmartzkids.org/aboutus/>
- The Second-Fourth grade level standards in engineering, science, data, digital citizenship and coding.
 - <https://education.vex.com/stemlabs/go>
 - <https://www.netsmartzkids.org/aboutus/>
- The Fifth-Sixth grade level standards in engineering, math and coding.

- <https://education.vex.com/stemlabs/iq>
- <https://www.netsmartzkids.org/aboutus/>

Junior High

- Junior High students learn computer science by building, customizing and coding robots to compete in various robot challenges.
- The Junior High standards in engineering, math and coding.
 - <https://education.vex.com/stemlabs/iq>

High School

- Students at Elm Creek High School learn computer science by building, customizing and coding robots to compete in various robot challenges.
- The High School standards in engineering, math, science, art, and coding.
 - <https://education.vex.com/stemlabs/v5>

These courses include:

- Intro to Computer and Technology (Required)
 - The Nebraska Computer & Technology Standards include:
 - <https://www.education.ne.gov/wp-content/uploads/2024/02/CST-Standards.pdf>

-

Feedback from Staff on Strategic Plan

1. *Educational Opportunities: Assess, Consider, & Implement Educational Learning Opportunities*
 - a. Student job shadowing opportunities
 - b. More course offerings, career classes for students
 - i. More electives (FCS, Auto, Woods, Metal)
 - c. Small class sizes/more staffing for more student opportunities
 - d. College visits for students
 - e. ACT prep for students
 - f. Student work study
 - g. Students rewarded for good grades
 - h. Paid student internships
 - i. Partner with local businesses
 - j. Transition planning for all students
 - k. Business tours for students
 - l. Bring in people to support apprenticeships/trades
 - i. Career speakers at school
 - m. Students attend career fair (?at school or ?attend)



Transportation Notes

Date: 11/7/2025

Buses

- All buses were inspected in October.
- Bus 18 had its computer replaced in October by the Blue Bird mechanic.
- Bus 21 hit a small deer while on the bus route. There wasn't any damage to the bus and no one was injured.
- Deb Reichert is back on the job following her foot injury in August.

Vans

- 5 vans have been utilized on the north and south routes when a bus driver was unavailable. Paras transported students to and from school though October and early November.
- As the winter sports seasons get underway, paras will continue to transport students when the buses/drivers are used for activities.
- All vans are being inspected this week.
- Van 26 has been repaired and returned.

Looking ahead

- The minibus will not arrive until February.

-
- Anyone who drives the minibus will need to take the 11-hour Level I bus class provided by the Nebraska Safety Center. This includes coaches and paras. A CDL is not required to drive it.
 - We have two buses that have met the requirements to be replaced. Those requirements include a replacement schedule of 100,000+ miles and/or being in service for 10 years. Bus 13 has 116,000 miles and has been used for 12 years. Bus 15 has been in service for 11 years and has 80,000+ miles. Bus 18 will have 100,000 miles in the 2026-27 school year. Buses 13 and 15 have rust and seat damage.

If you have any questions regarding transportation, please contact me.

Cindy Stone, Transportation Coordinator

Elm Creek Public Schools
Building, Grounds, & Transportation Committee Meeting
October 22, 2025

The committee meeting was called to order by Kim Beran, Superintendent at **5:03** p.m. in the administration office conference room.

Committee Members Present: Cole Brodine, Lynette Mitchell, Alicia Beavers

Committee Members Absent: None

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Discuss Roof Update
 - According to policy, we will need to hire an architect or an engineer for the project
 - Timeline (this is what we are thinking). Reach out to Josh.
 - Nov. publish are accepting bids & they can do a walk-through
 - Dec 3rd, bids will be due. Share information with Building & Finance committees.
 - Dec. 8th, approve or table the project. Special BOE meeting if needed because of the quick turnaround.
- Discuss Storage Units & Land
 - The total we paid to Easy Street Storage last year, including electricity, was \$5,320.36 (\$4,440 storage & \$880.36 electricity). He has added lights that are on from dusk to dawn. To add a third space for the mini bus, it will be \$5700 a year, plus electricity. So estimating it will be approximately \$6,600-\$6,650 for 25-26.
 - Fosters Storage is \$200 a month, \$2,400 a year.
 - Estimated to be \$6,600 + \$2,400 = **approximately \$9,000 to \$9,050** a year for both storage facilities. Maybe consider putting surplus items on the monthly board meeting agenda. We need to clean out this storage space.
 - Ag Dryer Building
 - Still available to rent & not for sale at this time
 - \$900/\$1000 a month. We met in the middle at \$950, plus gas (average about \$2,200 a year)
 - $\$950 \times 12 = \$11,400 + \$2,200 =$ **approximately \$13,600** a year
 - Land
 - Shouldn't be an issue to have a bus barn on the parcel
 - Reichert's would prefer to "hand over" the land when we are ready to build, they were thinking about 2 years to start the process. In the meantime, if given an offer they would possibly accept that offer. Probably not feasible at this point.
- Discuss BD Updates
 - Punch list is coming along, only a few things left to complete
 - Per Kent, the only items left to be billed is the plaque, unless we add anything else to the project
- Discuss Long-Term Facility Budget Plan

Meeting ended at **5:50** p.m.

Elm Creek Public Schools
Building, Grounds, & Transportation Committee Meeting
November 5, 2025

The committee meeting was called to order by Kim Beran, Superintendent at **5:00** 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:

- Roof Update
 - Review Wilkins bid
 - Pre-Bid meeting Nov. 12th at 10:00 am
 - Bids due Dec. 3rd, Keithan &/or I will bring the recommendations to the committee meeting that evening
- Update on minibus
 - Expected to be here in February, Corey apologizes for the delay
- Discuss Number of Control Boards being Replaced
 - Working with Greg (Engineer Controls) & Anderson Bros.
- Discuss Storage Facilities
 - Easy Street will be a 3 year agreement for \$5700, plus electricity. Includes 3rd spot for the new minibus
- Review Plaque Placement
- Discuss Dec. 3rd Committee Meetings

Meeting ended at **5:35** p.m.

Elm Creek Public Schools
Finance & Personnel Committee Meeting
October 22, 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: Jacob Kringle, Lynette Mitchell

Committee Members Absent: Hannah Hild

Also Present: Kim Beran, Superintendent

The Committee Reviewed & Discussed:

- Discuss Storage Units & Land
 - The total we paid to Easy Street Storage last year, including electricity, was \$5,320.36 (\$4,440 storage & \$880.36 electricity). He has added lights that are on from dusk to dawn. To add a third space for the mini bus, it will be \$5700 a year, plus electricity. So estimating it will be approximately \$6,600-\$6,650 for 25-26.
 - Fosters Storage is \$200 a month, \$2,400 a year.
 - Estimated to be \$6,600 + \$2,400 = **approximately \$9,000 to \$9,050** a year for both storage facilities
 - Ag Dryer Building
 - Still available to rent & not for sale at this time
 - \$900/\$1000 a month. We met in the middle at \$950, plus gas (average about \$2,200 a year)
 - \$950 x 12 = \$11,400 + \$2,200 = **approximately \$13,600** a year
 - Land
 - Shouldn't be an issue to have a bus barn on the parcel
 - Reichert's would prefer to "hand over" the land when we are ready to build, they were thinking about 2 years to start the process. In the meantime, if given an offer they would possibly accept that offer.
- Discuss PowerSchool Litigation
 - Breach of data protection for district
- Discuss Long-Term Facility Budget Plan

Meeting ended at **6:25** p.m.

Elm Creek Public Schools
Finance & Personnel Committee Meeting
November 5, 2025

The committee meeting was called to order by Kim Beran, Superintendent at **6:05** 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:

- Roof Update
 - Review Wilkins bid
 - Pre-Bid meeting Nov. 12th at 10:00 am
 - Bids due Dec. 3rd, Keithan &/or I will bring the recommendations to the committee meeting that evening
- Discuss Storage Facilities
 - Easy Street will be a 3 year agreement for \$5,700, plus electricity. Includes 3rd spot for the new minibus
- Discuss Military Leave
- Discuss 24-25 Grants.
 - Final reimbursement requests due 11/15/25 for all grants
 - IDEA PK submitted 10/31/25, NDE reviewing \$1,195
 - ESSA submitted 10/29/25, payment pending (\$55,860)
 - CTE submitted 10/14/25, payment pending (\$7,500)
 - IDEA submitted 10/31/25, NDE reviewing (\$116,077)
- Discuss Dec. 3rd Committee Meetings

Meeting ended at **6:20** p.m.

Elm Creek Public Schools
Policy & Negotiations Committee Meeting
Oct. 10, 2025

The policy committee meeting was called to order by Kim Beran, Superintendent at **8:00** a.m. in the 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 & Discuss Master Agreement suggestions for 26-27 & Association Requests
- Review & Discuss Updated Superintendent Evaluation Tool
- Review Updated Policy Review Schedule
 - [Policy Schedule](#)
- Discuss updating attendance policy
 - [Handbook](#)
 - Here is the policy change we would like for attendance to special activities...pg 84. Please fix grammar or whatever...this is the percentage NDE considers as chronically absent.
- Discuss Class capacity (if time)

Meeting ended at **9:15** a.m.

Elm Creek Public Schools
Americanism, Curriculum, & Technology Committee Meeting
October 13, 2025
HS Room 801

The committee meeting was called to order by Kim Beran, Superintendent at **5:30** p.m. in the administration office conference room.

Committee Members Present: Alicia Beavers, Jacob Kringle, Cole Brodine

Committee Members Absent: None

Also Present: Kim Beran, Superintendent; Jordan High, Social Studies Teacher; Mr. Weber, Social Studies Teacher

The Committee Reviewed & Discussed:

- Discuss the Checklist & Review the Curriculum
 - [Americanism Checklist](#)
 - 6th grade SS shared their projects
 - [7-12 Social Studies](#)
 - [PK-6 Social Studies](#)
 - Music Correlation with SS:

Re: Star Spangled Banner & America

Amber Reiter <amber.reiter@elmcreekschools.org>
To: Kim Beran <kim.beran@elmcreekschools.org>

Yes, I do teach this in several grade levels. Starting with Kindergarten through 6th grade, they have a unit over the SSB each year in the 2nd quarter. It is also (of course) a performance piece for my 7-12. In the K-6, the lessons vary based on grade level, but I cover everything from lyrics/what the words mean, to the history and why Francis Scott Key originally was inspired to write the poem, to the tune and melody. The following are a few of the music standards that correlate:

FA 2.4.2 Students will sing and/or play instruments to a variety of music that includes music elements of rhythm, pitch, dynamics, and form.

FA 5.4.3 Students will identify and describe elements of music to discern how music is appropriate for specific purposes/settings (intent of music).

FA 12.4.3 Students will analyze and evaluate how music elicits intended response.

Thanks!

Meeting ended at **6:01** p.m.

Schoolwide

- Pledge of Allegiance - every morning
- Class Service project
- All curriculum follows SS Standards
- Leadership opportunities
 - NHS, StuCo, Extracurriculars

Class: American Government

- Discuss American Government
 - Branches
 - Parties
 - U.S. Constitution
 - Influences
 - Articles
 - Amendments
 - Effects
 - Project
 - Citizenship
 - Media Literacy
 - Elections
- Role of the Supreme Court and cases involved in shaping U.S. Government and History
- Holidays & Important Dates Discussed and Lessons
 - September 11, 2022
 - Constitution Day (Sept. 17, 2022)
 - Midterm Elections (Nov. 8, 2022)
 - Veterans Day (Nov. 11, 2022)
 - MLK Day (Jan. 16, 2023)
 - Presidents Day (Feb. 20, 2023)
 - Summer Holidays
 - Flag Day (April, 2023)
 - Independence Day (May, 2023)
- Citizenship Test
 - Must pass before graduating

Class of 7th Grade Social Studies

- Breakdown all states and capitals of the US with weekly quizzes, breakdown of regional areas and conclude with a states and capitals quiz at the end of quarter. This is done with Sheppards Software and note taking.
- Discussion/notetaking about Republic and Democratic Governmental Systems.
- Discussion/Notetaking about Capitalism/Market Economic System.
- 13 Original Colonies, discussion on formation.
- Bill of Rights, how it was created. Federalists and Anit-Federalists negotiations.
- Discussions and picture representation of Manifest Destiny.

Class: 8th Grade Social Studies

- Important topics pertaining to early U.S. History
- Focus on early U.S. government including the U.S. Constitution
- Important elections of early U.S. history
 - People and parties involved
- Important dates and holidays in the U.S.

Class: US History

- Important topics pertaining to Modern U.S. History
- Focus on U.S. government role in events
- Important elections of modern U.S. History
 - People and parties involved
- Important dates and holidays in the U.S.

Every Class

- Current Events
 - News Update Activity
 - Focusing on enduring issues regarding world and country
 - Teaching media literacy
 - NewzBrain Current Events Game
 - Positive incentive to pay attention to current events
- Holidays & Important Dates Discussed and Lessons

COMMITTEE ON AMERICAN CIVICS CHECKLIST

For the calendar year **2025-2026**, the Board appointed the following three members to serve on the Committee on American Civics: Alicia Beavers, Jacob Kringle, & Cole Brodine.

The Committee on American Civics met on the following dates: **10-13-25** and _____ . *(At least two meetings per year are required.)* The Committee accepted public testimony on the following date: **10-13-25**.

The Committee completed the following tasks *(check when completed)*:

- X Minutes of the Committee on American Civics' meetings have been kept and show the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed.
- X Confirmed the District's social studies curriculum is aligned with NDE standards.
- X Confirmed that the District's social studies curriculum stresses the required patriotic themes.
- X Confirmed that the District's social studies curriculum includes a requirement, in accordance with state law, that high school students (i) **complete a written test**; (ii) attend a public meeting; or (iii) present or write a paper on an appropriate topic.
- X Confirmed that the curriculum approved by the Committee is available for public inspection.
- X Confirmed that the District's social studies curriculum includes all required components, in accordance with state law and NDE standards, including (a) one hour per week of patriotic instruction for grade levels below sixth grade; (b) a set amount of time to teach American history for grade levels from fifth grade to eighth grade; and (c) at least two courses in high school that teach American civics.
- X Confirmed that the District will conduct appropriate patriotic exercises for the following holidays: George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day.



ELM CREEK PUBLIC SCHOOLS

230 E. Calkins Ave, PO Box 490

Elm Creek, NE 68836

Phone:(308) 856-4300

Fax: (308) 856-4907

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

Elm Creek Elementary School Americanism Summary:

Daily Practices

- The Pledge of Allegiance is recited daily in every classroom.
- Classroom discussions about respect, responsibility, and citizenship tie into character education.

Curriculum Integration

- Social Studies (Networks Curriculum): Students learn about community, state, and national symbols; U.S. history; and government foundations.
- Literacy (CKLA): Units include American history, biographies of U.S. leaders, and themes of democracy and freedom.
- Science & Cross-Curricular Lessons: Connections to famous American scientists, inventors, and contributions to society.
 - [CKLA-Science/SS Crosswalk](#)

Annual Events & Activities

- Veterans Day Program: Students honor veterans through music, art, and letters.
- Patriot Day (9/11): Age-appropriate lessons on resilience, unity, and the importance of first responders.
- Constitution Day (Sept. 17): Lessons and activities highlighting the U.S. Constitution and democratic values.
- Martin Luther King Jr. Day & Presidents' Day: Classroom lessons on leadership, equality, and democracy.



Student Involvement

- The Leadership Committee promotes leadership, responsibility, and school improvement.
- Community service projects (food drives, fundraisers, ELF project) encourage students to be involved in the community.

Multicultural & Inclusive Education

- Lessons incorporate contributions of diverse Americans to the nation's growth and culture.
- Discussions highlight shared American values of freedom, justice, and equality.

Board of Education Regular Meeting

Monday, October 13, 2025 Following Americanism Committee Meeting (no specified time)

1. OPEN THE MEETING

1.1. Call to Order - Meeting was called at 6:05 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 - all present

2. CELEBRATION OF EXCELLENCE (staff & student presentations, etc.)

- Mr. Weber's 6th grade Social Studies shared their Sumerian Ziggurat projects with the board.

3. PUBLIC COMMENT

- There was 1 community member present, but they didn't comment.

4. INFORMATION ITEMS

4.1. Administrator Reports

4.1.1. Superintendent Report - Mrs. Beran

- Roof replacement plan, activities custodian (part-time), option enrollment capacity numbers, CIP summary, MTSS summary, budget tracking update, and safety report.

4.1.2. Principal/AD Report - Mr. Marquez

- Handbook change for academic eligibility and activities.

4.1.3. Principal Report - Mrs. Williams

- PBIS overview.

4.2. Board Committee Reports

4.2.1. Building, Grounds, and Transportation

- Roofs, water meters installation inquiry by the Village, land and storage updates, and BD punch list.

4.2.2. Finance and Personnel

- Roof replacement plan and activities custodian (part-time).

4.2.3. Policy and Negotiations

- Master Agreement suggestions and association requests, updated Superintendent evaluation tool, Policy Review Schedule, academic eligibility attendance policy (handbook), and option class capacity.

4.2.4. Americanism, Curriculum, and Technology

- Americanism

5. CONSENT AGENDA

Motion was made to approve the consent agenda as presented. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

5.1. Prior Meeting Minutes

5.2. *Policy Final Reading and Adoption Including all New Policy Updates - 2000s*

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

5.4. *Approve Safety Plan (EOP)*

5.5. *Reaffirm 2000 Policies, except 2008*

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

6. ACTION ITEMS

6.1. *Consider and take any Action Necessary to Authorize Bidding for the "Red Section" ROOF Replacement*

Motion was made to approve the bid process for the red roof section. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

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

6.2. *Consider & Take any Necessary Action to Authorize a Part-Time Custodian Position*

Motion was made to consider and take any necessary action to authorize a part-time custodian position. This motion, made by Alicia Beavers and seconded by Ryan Martin, Passed.

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

6.3. *Consider & Take any Necessary Action for Option Student Enrollment Capacity (Resolution 2026-2027)*

Motion was made to consider and take any necessary action for Option Student Enrollment Capacity, Resolution 2026-2027. This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

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

6.4. *Appoint Delegate for State Conference 2025*

Motion was made to appoint Alicia Beavers as delegate for the State Conference 2025. This motion, made by Cole Brodine and seconded by Jacob Kringle, Passed.

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

6.5. *Approve Revision of Meetings Policy 2008*

Motion was made to approve the Revision of Meetings Policy 2008. This motion, made by Alicia Beavers and seconded by Hannah Hild, Passed.

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

6.6. *Consider & Take any Necessary Action on City Water Meters*

Motion was made to consider and take any necessary action on allowing city water meters to be installed. This motion, made by Cole Brodine and seconded by Ryan Martin, Passed.

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

6.7. *Consider & Take any Necessary Action for NASB Updated Superintendent Evaluation Tool*

Motion was made to approve and take any necessary action for NASB Updated Superintendent Evaluation tool. This motion, made by Alicia Beavers and seconded by Cole Brodine, Passed.

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

6.8. Consider & Take any Necessary Action on Academic Eligibility

Motion was made to consider & take any Necessary Action on Academic Eligibility. This motion, made by Lynette Mitchell and seconded by Jacob Kringle, Passed.

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

7. SCHEDULE NEXT REGULAR BOARD MEETING - November 10, 2025 at 6:00 PM

8. ADJOURN

Motion was made to adjourn the Elm Creek Public School Board meeting at 7:09 PM. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

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

October 15, 2025 at 4:30 PM - PK Advisory Team Meeting

1. OPEN THE MEETING

1.1. Publication of Meeting

- Notice was provided according to Meetings policy 2008

1.2. Nebraska Open Meetings Law

- The "Open Meetings Act" has been duly posted at the front of the room.

1.3. Member Roll Call

1.4. Purpose

2. PUBLIC COMMENT

- According to Elm Creek School District Public Participation Policy 2009

3. INFORMATION ITEMS

- Updates on 4 & 5 year old class
- Discuss arrival/dismissal flow, including with The Learning Herd
- Current enrollment numbers for AM & PM class
- Classroom needs
- Next meeting is April 1, 2026 at 4:30 pm

4. ADJOURN 5:00 PM

**ELM CREEK PUBLIC SCHOOLS
CLASS CAPACITY RESOLUTION
2026-2027**

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "I" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "I" to such Policy 5006 are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "I" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member Alicia Beavers moved for its passage and adoption, member Lynette Mitchell seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: Lynette Mitchell, Alicia Beavers, Cole Brodine, Hannah Hild, Ryan Martin, Jacob Kringle

The following members voted against the same: _____

The following members were absent or not voting: _____

The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 13th day of 2025.

By: Lynette Mitchell - President

Attest: Hannah Hild - Secretary

Appendix "1" to Option Enrollment Policy

The following is Appendix "1" to Policy 5006 for the current school year. The Board of Education I hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and I availability of appropriate special education programs. Any program, class, grade level, or school building which has "0" as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO.OF OPTION STUDENTS
Kindergarten	15 Per section	15 Per section	0
First	15 Per section	14 Per section	1 Per Section
Second	15 Per Section	22 Per Section	0
Third	18 Per Section	24 Per Section	0
Fourth	22 Per Section	19 Per Section	3 Per Section
Fifth	22 Per Section	17 Per Section	5 Per Section
Building Capacity, Elementary	X	X	X
Sixth	24 Per Section	24 Per Section	0
Seventh	40	30	10
Eighth	40	25	15
Building Capacity, Middle School Attendance Center	X	X	X
Ninth	40	25	15
Tenth	40	33	7
Eleventh	40	30	10
Twelfth	40	37	3
Building Capacity, Sr. High School Attendance Center	X	X	X

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District's Director of Special Education or designee.

Checking Account ID: STACTIVITY

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
18252	10/02/2025	X			LYBARGERTI	TINA LYBARGER	50.00
18253	10/03/2025	X			ANDERSONBE	BEN ANDERSON	160.00
18254	10/03/2025	X			BAKERL	LOGAN BAKER	160.00
18255	10/03/2025	X			CASHWAACT	CASH-WA DISTRIBUTING	6,129.04
18256	10/03/2025	X			FIRSTIER	FIRSTIER BANK	2,150.00
18257	10/03/2025				FOSTFAMA	FOSTER'S FAMILY FOODS	84.51
18258	10/03/2025	X			JOHNSPAT	PATRICK JOHNS	35.00
18259	10/03/2025	X			JOHNSONS	SCOTT JOHNSON	160.00
18260	10/03/2025				SWEDBERGC	COLLIN SWEDBERG	160.00
18261	10/03/2025				SWEDBERGM	MICAH SWEDBERG	160.00
18262	10/07/2025	X			FIRSTIER	FIRSTIER BANK	1,400.00
18263	10/07/2025				HELGOTHS	HELGOTH'S PUMPKIN PATCH	184.00
18264	10/07/2025	X			KUDRNA	TRISHA KUDRNA	150.00
18265	10/07/2025	X			LYBARGERTI	TINA LYBARGER	50.00
18266	10/07/2025	X			SMITHM	MISSY MAAS-SMITH	50.00
18267	10/07/2025	X			PAULTIF	TIFFANY PAUL	50.00
18268	10/07/2025	X			RUNCIED	DEREK RUNCIE	150.00
18269	10/07/2025	X			YOUTHVB	YOUTH VOLLEYBALL	545.46
18270	10/09/2025	X			LYBARGERTI	TINA LYBARGER	50.00
18271	10/13/2025	X	X	10/13/2025	GILLESPIEC	CODY GILLESPIE	117.00
18272	10/13/2025				GILLMING	MARK GILLMING	20.00
18273	10/13/2025	X			JOHNSPAT	PATRICK JOHNS	20.00
18274	10/13/2025	X			LYBARGERTI	TINA LYBARGER	50.00
18275	10/13/2025	X			ROSENB	BRADY ROSENBLAD	117.00
18276	10/13/2025	X			STUBBSG	GARY STUBBS	116.00
18277	10/13/2025	X			GILLESPIE	CHAD GILLESPIE	117.00
18278	10/22/2025				AMHERSTPUB	AMHERST PUBLIC SCHOOLS	25.00
18279	10/22/2025	X			BLUECROS	BLUE CROSS BLUE SHIELD OF NE	4,402.59
18280	10/22/2025				CHESTERMAN	CHESTERMAN CO.	2,779.50
18281	10/22/2025	X			USBANK	CORPORATE PAYMENT SYSTEMS	4,340.60
18282	10/22/2025				DAVIDB	BRETT DAVID	109.00
18283	10/22/2025				EWELL	EWELL EDUCATIONAL SERVICES	390.00
18284	10/22/2025				FOSTFAMA	FOSTER'S FAMILY FOODS	27.55
18285	10/22/2025				GILLMING	MARK GILLMING	35.00
18286	10/22/2025	X			HAMLINGA	ALEX HAMLING	109.00
18287	10/22/2025	X			HOEFTT	TIM HOEFT	109.00
18288	10/22/2025	X			JOHNSPAT	PATRICK JOHNS	35.00
18289	10/22/2025	X			KOEHLERR	ROGER KOEHLER	109.00
18290	10/22/2025	X			LYBARGERTI	TINA LYBARGER	70.00
18291	10/22/2025				MISKO	MISKO SPORTS, LLC	356.00
18292	10/22/2025				NEFFAASSN	NEBRASKA FFA ASSN	108.00
18293	10/22/2025				NEFFAASSN	NEBRASKA FFA ASSN	522.00
18294	10/22/2025				NSESA	NSESA	125.00
18295	10/22/2025	X			SCHONEMANS	N. SCOTT SCHONEMAN	109.00
18296	10/22/2025	X			SHAPE	SHAPE NEBRASKA	175.00
18297	10/22/2025	X	X	10/27/2025	WILHILSCH	WILCOX-HILDRETH SCHOOLS	120.00
18298	10/23/2025	X			FIRSTIER	FIRSTIER BANK	2,150.00
18299	10/27/2025				WILHILSCH	WILCOX-HILDRETH SCHOOLS	90.00
18300	10/27/2025	X			LYBARGERTI	TINA LYBARGER	25.00
18301	10/27/2025				LAKEVIEW	LAKEVIEW COMMUNITY SCHOOLS	600.00
18302	10/31/2025				ECED	ELM CREEK EDUCATION ASSOCIATION	35.00
18303	10/31/2025				LIPS	LIPS PRINTING SERVICE	385.36
18304	10/31/2025				LOOMISSCH	LOOMIS PUBLIC SCHOOLS	112.00
18305	10/31/2025				NESELECT	NEBRASKA SELECT BASKETBALL	198.00
18306	10/31/2025				NESELECT	NEBRASKA SELECT BASKETBALL	99.00
18307	10/31/2025				ZIMMERMANP	ZIMMERMAN PRINTING & SHIRT SHACK	149.00
Check Type Total:		Check			Void Total:	237.00	Total without Voids: 30,097.61
Checking Account Total:		STACTIVITY			Void Total:	237.00	Total without Voids: 30,097.61

Check Register by Checking Account
OCTOBER 2025 STUDENT ACTIVITY FUND CHECK REGISTER

Grand Total:	Void Total:	237.00	Total without Voids:	<hr/> 30,097.61
--------------	-------------	--------	----------------------	-----------------

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR NOVEMBER 10, 2025
OCTOBER 2025 FINANCIALS

GENERAL FUND - ACCT NO. 137766

BALANCE OCTOBER 1, 2025		\$	1,563,623.63
RECEIPTS			
	BUFFALO COUNTY	\$	150,051.55
	DAWSON COUNTY	\$	12,092.50
	FIRSTIER INTEREST	\$	3,457.73
	KACF - CURTAIN CLEANING	\$	2,250.00
	MCGRAW HILL - RETURNED BOOKS	\$	11,763.27
	PHELPS COUNTY	\$	28,216.30
	PRESCHOOL PAYMENTS	\$	1,599.50
	SPED SCHOOL AGE FFR (22-23)	\$	-
	STATE OF NEBRASKA - STATE AID	\$	86,873.00
	VILLAGE OF EC - LIQUOR LICENSE	\$	375.00
	TOTAL RECEIPTS	\$	296,678.85
AVAILABLE BALANCE		\$	1,860,302.48
DISBURSEMENTS:			
	BILLS PAID OCTOBER 13, 2025	\$	88,383.90
	EFUNDS FEES	\$	4.94
	ACH FEES	\$	10.00
	PAYROLL	\$	402,064.18
	TOTAL DISBURSEMENTS	\$	490,463.02
BALANCE OCTOBER 31, 2025		\$	1,369,839.46

DEPRECIATION FUND

ACCT 4152	BALANCE OCTOBER 1, 2025	\$	241,426.33
	TRANSFER FROM GENERAL ACCOUNT	\$	-
	INTEREST	\$	406.32
	BALANCE OCTOBER 31, 2025	\$	241,832.65
ACCOUNT 1241 (FROM 0119)	BALANCE OCTOBER 1, 2025	\$	561,260.31
	EXPENSES	\$	-
	INTEREST	\$	-
	TRANSFER FROM GENERAL FUNDS	\$	-
	BALANCE OCTOBER 31, 2025	\$	561,260.31
	DEPRECIATION BALANCE OCTOBER 31, 2025	\$	803,092.96

<u>BENEFIT FUND (UNEMPL CD)</u>	ACCOUNT 0125 CLOSED	\$	-
--	---------------------	----	---

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR NOVEMBER 10, 2025
 OCTOBER 2025 FINANCIALS

<u>BUILDING FUND</u>	BALANCE OCTOBER 1, 2025	\$ 752,363.14
	BUFFALO COUNTY	\$ 7,827.40
	DAWSON COUNTY	\$ 690.97
	PHELPS COUNTY	\$ 1,516.01
	INTEREST EARNED	\$ 1,258.23
	BD CONSTRUCTION	\$ (29,394.23)
	BALANCE OCTOBER 31, 2025	\$ 734,261.52
BOND FUND OPENED 01/01/2023	BALANCE OCTOBER 1, 2025	\$ 678,914.14
	BUFFALO COUNTY	\$ 38,154.52
	DAWSON COUNTY	\$ 3,390.49
	PHELPS COUNTY	\$ 7,280.34
	BALANCE OCTOBER 31, 2025	\$ 727,739.49
ELEM CONSTRUCTION (NLAF)	BALANCE OCTOBER 1, 2025	\$ 1,289.30
	DIV REINVESTMENT	\$ 4.24
	BALANCE OCTOBER 31, 2025	\$ 1,293.54
ELEM CONSTRUCTION (FIRSTIER) (ACCOUNT 7078)	BALANCE OCTOBER 1, 2025	\$ 304,216.09
	INTEREST EARNED	\$ 542.70
	TRANSFER FROM SWEEP SAVINGS	\$ -
	TRANSFER FROM CONSTRUCTION FUND CD	\$ -
	ADJUSTMENT	\$ -
	BD CONSTRUCTION	\$ (302,931.62)
	BALANCE OCTOBER 31, 2025	\$ 1,827.17
SWEEP SAVINGS ACCOUNT	ACCOUNT CLOSED	\$ -
CONSTRUCTION FUND CD	ACCOUNT CLOSED	\$ -

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR NOVEMBER 10, 2025
 OCTOBER 2025 FINANCIALS

LUNCH FUND

BALANCE OCTOBER 1, 2025 \$ 98,773.64

RECEIPTS

LUNCH SALES	\$	8,221.73
EFUND PAYMENTS	\$	2,822.05
GENERAL FUND TRANSFER	\$	-
FEDERAL REIMBURSEMENT BREAKFAST	\$	2,613.96
FEDERAL REIMBURSEMENT LUNCH	\$	8,835.39
STATE - LOCAL FOOD GRANT	\$	-
STATE REIMBURSEMENT LUNCH	\$	-
STATE REIMBURSEMENT BREAKFAST	\$	-

TOTAL RECEIPTS \$ 22,493.13

AVAILABLE BALANCE \$ 121,266.77

DISBURSEMENTS

FOOD/GROCERIES/MILK ETC.	\$	20,188.82
SUPPLIES	\$	1,487.89
MISC (REIMBURSEMENTS, BANK & EFUNDS FEES)	\$	24.14
PAYROLL	\$	8,108.01
REPAIRS/MAINTENANCE	\$	303.63

TOTAL DISBURSEMENTS \$ 30,112.49

BALANCE OCTOBER 31, 2025 **\$ 91,154.28**

OCTOBER BILLS AS OF 10/10/25

BERNARD FOODS	\$	-
CASHWA	\$	16,611.48
DOLLAR GENERAL	\$	-
FOSTERS FAMILY FOODS	\$	126.17
HILAND (MILK)	\$	1,593.84
SEPTEMBER PAYROLL (ESTIMATE)	\$	8,000.00

\$ 26,331.49

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR NOVEMBER 10, 2025
 OCTOBER 2025 FINANCIALS

STUDENT ACTIVITY FUND

	BALANCE OCTOBER 1, 2025	\$	62,336.57
RECEIPTS	ATHLETICS & ACTIVITIES	\$	15,408.38
	CLUB & CLASS ACCOUNTS	\$	2,150.04
	DISTRICT ACTIVITIES	\$	6,351.20
	AD SALES	\$	6,775.00
	BOOSTER CLUB - END ZONE CAMERAS	\$	4,000.00
	TOTAL RECEIPTS	\$	34,684.62
EXPENSES	ATHLETICS & ACTIVITIES (INCLUDES NCA CONF)	\$	13,402.66
	DISTRICT ACTIVITY EXPENSES	\$	14,696.59
	CLUB & CLASS ACCOUNTS	\$	1,998.36
	TOTAL EXPENSES	\$	30,097.61
	BALANCE OCTOBER 31, 2025	\$	66,923.58

Checking Account ID: BOND

Check Type: Automatic Payment

<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>
18	11/10/2025				BOKFIN	BOK FINANCIAL	688,666.25
Check Type Total:		Automatic Payment		Void Total:		0.00	Total without Voids: 688,666.25
Checking Account Total:		BOND		Void Total:		0.00	Total without Voids: 688,666.25
Grand Total:				Void Total:		0.00	Total without Voids: 688,666.25

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
21004	11/10/2025				ALPHAREAL	ALPHA REAL ESTATE LLC	200.00
21005	11/10/2025				ANDERSONB	ANDERSON BROS.	6,660.00
21006	11/10/2025				ASKSUP	ASK SUPPLY CO. LLC	195.00
21007	11/10/2025				BERANK	KIMBERLY BERAN	44.10
21008	11/10/2025				BLACKHILLS	BLACK HILLS ENERGY	1,057.28
21009	11/10/2025				WALMART	CAPITAL ONE	119.88
21010	11/10/2025				CHILDRENS	CHILDREN'S HOSPITAL & MEDICAL CENTER	3,500.00
21011	11/10/2025				CLOUDC	CLOUD CONTENTS INC.	4,000.00
21012	11/10/2025				NECENTEQ	COLORADO/WEST EQUIPMENT, INC.	3,082.10
21013	11/10/2025				USBANK	CORPORATE PAYMENT SYSTEMS	3,613.79
21014	11/10/2025				CUMMINSCE	CUMMINS CENTRAL POWER LLC	513.58
21015	11/10/2025				DANAF	DANA F COLE & COMPANY, LLP	5,000.00
21016	11/10/2025				DAWSONCLE	DAWSON COUNTY CLERK	17.05
21017	11/10/2025				EAKESOFF	EAKES OFFICE PRODUCTS	5,726.77
21018	11/10/2025				ECOLAB	ECOLAB PEST ELIMINATION	82.06
21019	11/10/2025				ESU10	EDUCATIONAL SERVICE UNIT 10	13,457.94
21020	11/10/2025				ENGINEER	ENGINEERED CONTROLS	548.00
21021	11/10/2025				FLINNS	FLINN SCIENTIFIC INC	229.24
21022	11/10/2025				FOSTFAMGF	FOSTERS FAMILY FOODS	172.65
21023	11/10/2025				GRACZYKL	GRACZYK LAWN & LANDSCAPE	3,713.00
21024	11/10/2025				HOMETOWN	HOMETOWN LEASING	1,320.00
21025	11/10/2025				HUBERT	HUBERT COMPANY	1,266.22
21026	11/10/2025				PAYFLEX	INSPIRA FINANCIAL	150.00
21027	11/10/2025				PEPPERJW	JW PEPPER	63.00
21028	11/10/2025				KEARNAPP	KEARNEY APPLIANCE REPAIR	110.00
21029	11/10/2025				KEARNHUB	KEARNEY HUB	20.68
21030	11/10/2025				KELVIN	KELVIN L.P.	429.00
21031	11/10/2025				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	120.00
21032	11/10/2025				MARQUEZB	BRANDON MARQUEZ	457.80
21033	11/10/2025				LINWELD	MATHESON TRI GAS	297.50
21034	11/10/2025				MENARD430	MENARDS - KEARNEY	274.28
21035	11/10/2025				MIDAMERB	MIDAMERICA BOOKS	521.46
21036	11/10/2025				MIDWESTR	MIDWEST RESTAURANT SUPPLY	890.95
21037	11/10/2025				NCSA	NE COUNCIL OF SCHOOL ADM	335.00
21038	11/10/2025				NPPD	NEBRASKA PUBLIC POWER DISTRICT	7,714.26
21039	11/10/2025				ONESOURCE	ONESOURCE	85.00
21040	11/10/2025				PHELPSCLER	PHELPS COUNTY CLERK	145.08
21041	11/10/2025				SECURLY	SECURLY, INC	834.75
21042	11/10/2025				STATENE	STATE OF NEBRASKA	317.87
21043	11/10/2025				VESTIS	VESTIS	369.96
21044	11/10/2025				VILLAGEE	VILLAGE OF ELM CREEK	1,242.75
21045	11/10/2025				WEXBANK	WEX BANK	2,224.96
21046	11/10/2025				WOODWARDS	WOODWARDS DISPOSAL SERVICE	32.50
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 71,155.46
Checking Account Total:		GENERAL			Void Total:	0.00	Total without Voids: 71,155.46
Grand Total:					Void Total:	0.00	Total without Voids: 71,155.46

Cash Flow Report

School District #9
10/31/2025

Processing Month

10/2025

Page: 1
User ID: LKJ

FUND NI Account		9/1/2025	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	1,284,985.89	1,048,538.84	(963,685.27)	1,369,839.46
02	DEPRECIATION	241,007.62	825.03	-	241,832.65
02	DEPRECIATION CD	558,847.72	2,412.59	-	561,260.31
03	EMPLOYEE BENEFIT	12,672.13	54.70	(12,726.83)	-
05	ACTIVITY FUND	66,158.46	89,030.65	(88,265.53)	66,923.58
06	NUTRITION FUND	107,908.72	39,930.67	(56,685.11)	91,154.28
07	BOND FUND	503,096.50	224,642.99	-	727,739.49
08	BUILDING FUND	715,078.79	48,576.96	(29,394.23)	734,261.52
08	EL BLDG FUND-NLAF	1,285.12	8.42	-	1,293.54
08	EL BLDG FUND-FIRSTIER	88,391.68	216,367.11	(302,931.62)	1,827.17
08	EL SWEEP ACCT (INTEREST)	110,896.27	-	(110,896.27)	-
08	EL SWEEP ACCT CD	102,378.87	441.98	(102,820.85)	-
		3,792,707.77	1,670,829.94	(1,667,405.71)	3,796,132.00

Checking Account ID: DEPREC

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>
10030	11/10/2025				ANDERSONB	ANDERSON BROS.	41,780.00
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 41,780.00
Checking Account Total:		DEPREC			Void Total:	0.00	Total without Voids: 41,780.00
Grand Total:					Void Total:	0.00	Total without Voids: 41,780.00

MEMORANDUM OF UNDERSTANDING BETWEEN

BUFFALO COUNTY SHERIFF'S OFFICE

AND

ELM CREEK PUBLIC SCHOOLS

This Memorandum Of Understanding (MOU) is made and entered as of the date fully exercised below, by and between the Buffalo County Sheriff's Office and Elm Creek Public Schools.

Buffalo County Sheriff's Office and Elm Creek Public Schools:

WHEREAS, Elm Creek Public Schools and the Buffalo County Sheriff's Office share the goal of promoting school safety and a positive school climate;

WHEREAS, All parties acknowledge that crime prevention is most effective when Elm Creek Public Schools, Buffalo County Sheriff's Office, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, Elm Creek Public Schools and the Buffalo County Sheriff's Office agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, Elm Creek Public Schools staff should generally not involve the Buffalo County Sheriff's Office School Resource Officer(s), (SRO), in enforcement of Elm Creek Public Schools discipline policies;

WHEREAS, Elm Creek Public Schools and the Buffalo County Sheriff's Office recognize that student contact with Buffalo County Sheriff's Office SRO(s) and Elm Creek Public Schools staff builds positive relationships leading to better student outcomes; and

WHEREAS, Elm Creek Public Schools and the Buffalo County Sheriff's Office agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all Elm Creek Public Schools students.

NOW, THEREFORE, Elm Creek Public Schools and the Buffalo County Sheriff's Office agree as follows:

Section 1. School Discipline and Law Enforcement Program Goals

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) SROs should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of SROs as to student discipline, with regular review by all stakeholders is essential.
2. To minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. To promote effectiveness and accountability;
4. To provide training available to SROs and appropriate Elm Creek Public Schools staff on effective strategies to work with students that align with program goals;
5. To employ best practices so that all students are treated impartially and without bias by Buffalo County Sheriff's Office's SROs and the policies of Buffalo County Sheriff's Office, and also by Elm Creek Public Schools staff in alignment with rules and procedures applicable to Elm Creek Public Schools equity policies; and
6. To utilize best practices for training and oversight with the goal of reducing any disproportionality

Section 2, Roles and Responsibilities regarding School Discipline.

1. The SRO is an employee of the Buffalo County Sheriff's Office.
2. Disciplining students is the responsibility and authority of Elm Creek Public Schools, school administrators, and parents. Law enforcement is the responsibility of the Buffalo County Sheriff's Office. Elm Creek Public Schools and Buffalo County Sheriff's Office shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
3. Buffalo County Sheriff's Office can provide assistance when; (a) required by law under Neb.Rev.Stat. 79-262 and 79-293 or other state or City/County; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; or (e) it is required as part of emergency management response.
4. The SRO should not act as a school disciplinarian. Elm Creek Public Schools staff should

not involve the SRO in disputes that are related to issues of school discipline; however, the SRO may serve as a complement to school staff, provide education, or act in the role of a mentor, counselor, or trusted adult as herein provided.

5. The SRO should not interview students or collect evidence for solely Elm Creek Public Schools disciplinary purposes.
6. The Buffalo County Sheriff's Office policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a School Resource Officer or other employee of the Sheriff's Office is SOP 1625. The School District's policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an SRO in conjunction with a school official is Policy 5022 - Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services. The School District will make this information available to all parents or guardians in a language that such parent or guardian understands.
7. The Buffalo County Sheriff's Office policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of the Buffalo County Sheriff's Office is SOP 1625. The School District policy or regulation addressing students being advised of constitutional rights prior to being questioned or interrogated by a school official or by an SRO in conjunction with a school official is Policy 3055 – School Resource Officers.
8. The SRO will be governed by the restraint and seclusion policies, practices, and procedures implemented by the Buffalo County Sheriff's Office.
9. Buffalo County Sheriff's Office and Elm Creek Public Schools will both comply with the school's rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement for prosecution as required by section 79-262 R.R.S. These rules and standards may be found at [www.elmcreekschools.org- Menu-Elm Creek Public School Handbooks](http://www.elmcreekschools.org-Menu-Elm-Creek-Public-School-Handbooks)
10. Buffalo County Sheriff's Office shall keep records on each student referral by an SRO for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.
11. The Superintendent of Elm Creek Public Schools shall provide a copy of any initial MOU entered into with law enforcement to the Nebraska Department of Education or post a copy on the school district's website within three months of its adoption. The

Superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

12. School Resource Officers of Buffalo County Sheriff's Office will maintain a high level of confidentiality of all matters regarding the Elm Creek Public Schools, staff, and student information.
13. Any student or parent who wishes to express a concern or file a complaint about an SRO and the practices of the SRO must follow the school district's complaint procedure.

Section 3. Training.

1. Within six months of being assigned as an SRO to Elm Creek Public Schools, each SRO shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "School resource officer" found at Section 79-2702 R.R.S. are not subject to the requirements of this MOU, but the use of such assignments should not be used to circumvent the training requirements set forth in this paragraph.
2. Within six months of an SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework, focused on school-based law enforcement, including, but not limited to coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

Section 4. Program Review.

1. Buffalo County Sheriff's Office will inform Elm Creek Public Schools of its process for accepting student and parent complaints regarding its SROs. In collaboration with Buffalo County Sheriff's Office, Elm Creek Public Schools shall provide written notice of the Buffalo County Sheriff's Office policy and make that information available to all parents or guardians.
2. Elm Creek Public Schools, in collaboration with the Buffalo County Sheriff's Office, shall

conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated program goals; and (b) created a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual reports will be for the first full school year following the formation of this MOU.

Section 5. Community Partnerships.

Elm Creek Public Schools and Buffalo County Sheriff's Office shall continue with community and governmental agencies to further program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

Section 6. Liability and Indemnification.

Nothing in the performance of this MOU shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this MOU.

Section 7. Termination

The Buffalo County Sheriff's Office and the Elm Creek Public Schools agree this agreement will remain in force unless either party submits a 90-day written notice to the other party requesting to terminate the agreement.

Agreed upon by:

Buffalo County Sheriff's Office,

Neil A. Miller, Sheriff:

 _____

Date: 11-7-25

Elm Creek Public Schools,

Superintendent Kim Beran: _____

Date: _____



Fagen Friedman & Fulfroast LLP

1525 Faraday Avenue, Suite 300
Carlsbad, CA 92008
Main: 760-304-6000
Fax: 760-304-6011
www.f3law.com

Shlva E. Stein
sstein@f3law.com

October 22, 2025

Via Electronic Mail Only

Elm Creek Public Schools

Kim Beran
Superintendent
kim.beran@elmcreekschools.org

Re: **POWERSCHOOL DATA BREACH MASS ACTION LAWSUIT**
*****ADVERTISING MATERIAL*****
Our File No.: 1010-001

Dear Ms. Beran:

As you may be aware, our office, Fagen Friedman & Fulfroast, LLP (“F3”), has collaborated with Frantz Law Group, APLC (“Frantz Law”), as co-counsel, on a number of matters, representing numerous school districts against various corporations to hold these corporations accountable for their role in creating public health emergencies related to vaping, opioid, and social media addiction. As a result of these efforts thus far, participating districts have received and are continuing to receive significant settlement funds to assist with negative impacts of vaping; other cases continue.

We have once again decided to collaborate, as co-counsel, with Frantz Law, to advocate on behalf of millions of students whose private data was compromised by the PowerSchool Data Breach (“Lawsuit”). Data privacy breaches have serious and long lasting negative impacts for any victim of the breach; however, such negative consequences are even more pronounced when vulnerable youth are impacted. Such negative consequences impact student safety, well-being, academic success, and future opportunities. Hackers may use student’s private and personal information for fraudulent purposes such as opening credit accounts. Young students are particularly vulnerable since they rarely monitor their credit, making identity theft left undetected for years.

This correspondence serves to provide your District with information related to the mass-action Lawsuits filed against PowerSchool, so that your District will be able to consider whether it

wants to join the Lawsuit as a plaintiff.¹ What follows is a short background discussion as related to the Lawsuit.

I. Background

Frantz Law is commencing litigation, on behalf of various school districts, against PowerSchool, to address PowerSchool's reported cyber security incident involving unauthorized exportation of the personal information through its PowerSource customer support platform that occurred on or about December 20, 2024, impacting thousands of school districts and millions of users.

PowerSchool is an education technology corporation that sells its cloud-based software solutions to school districts throughout the United States and globally in more than 90 countries. PowerSchool's website touts that it supports over 60 plus million students with nearly three decades of experience. In order to provide its software and other products to its customers, PowerSchool receives, collects, and stores the Private and Personally Identifiable Information ("PII") of millions of students and employees who attend or work at the thousands of school districts that are their customers. Contracting school districts trust PowerSchool's web based Student Information Systems ("SIS") to manage and protect sensitive student/employee data. The PII collected by PowerSchool includes names, addresses, dates of birth, phone numbers, email addresses, social security numbers, medical information, and other sensitive information that PowerSchool deems necessary to conduct its business.

In collecting and maintaining PII, PowerSchool contractually agreed that they would safeguard the data in accordance with internal policies, state and federal laws. PowerSchool's own website touts its products as a solution to protect student information, stating: "PowerSchool invests in updated security technology and adheres to strict security regulations. To keep your data secure." PowerSchool further advertised their platform as secure, claiming that it's an "industry leader for protected private data." On its website, PowerSchool assures parents that they can "trust" PowerSchool to safeguard and protect their children's personal information.

A. What Happened?

On December 28, 2024, PowerSchool reported, on their website, that it became aware of a massive cyber security incident involving unauthorized exportation of PII through its PowerSource customer support platform that occurred on or about December 20, 2024. According to PowerSchool, PowerSource contains a maintenance access tool that allows PowerSchool engineers to access Customer SIS instances for ongoing support and troubleshoot performance issues. Using this PowerSource tool the attacker exported the PowerSchool students' and educators' database tables to a CSV file, which was then stolen.

¹ **If you are already represented by counsel as concerning the PowerSchool Data Breach Mass Action Lawsuit described herein, please disregard this communication.**

The hackers who committed the data breach claim to have stolen the data of 6,505 school districts in the United States and other countries. The hackers claim to have possession of the PII of 62.4 million students and 9.5 million teachers. Additionally, at least 2.7 million records have been confirmed to have been affected by the data breach. Unfortunately, this breach included not only districts' records from the current year, but historical records as well.

PowerSchool did not begin to notify the school districts until January 7, 2025. School districts were not aware of the data breach that resulted in the theft of student and teacher PII unless and until they received notification from PowerSchool. As of the date of this writing, PowerSchool has still not directly communicated with many of the victims of the data breach to notify them of the attack, inform them what PII was stolen, and what PowerSchool intends to do to ensure their data will be properly secured in the future.

PowerSchool has acknowledged that the information accessed in the data breach included at the least the following:

- i. Names;
- ii. Addresses;
- iii. Social security numbers;
- iv. Phone numbers;
- v. Email addresses;
- vi. Medical information;
- vii. Grades and grade point averages;
- viii. Bus stops for students;
- ix. Notes and alerts concerning students;
- x. Student IDs; and
- xi. PII of parents of guardians of students.

PowerSchool has acknowledged that they have paid a ransom to the hacker and that the hacker has promised not to use the information obtained. However, despite the assurances of the hacker, the stolen data was used in several extortion demands on school districts.

B. Legal Implications of the Data Breach

The Lawsuit alleges that PowerSchool, pursuant to their contracts with school districts, had the responsibility to protect the PII of millions of District students and educators. PowerSchool was contractually obligated to implement sufficient security measures, including employment of stricter password and credential requirements. PowerSchool further had a duty to safeguard customers' PII pursuant to industry standards and duties imposed by statutes including but not limited to the Family Educational Records and Privacy Act, 20 U.S.C. 1232 (g); and Section 5 of the Federal Trade Commission Act ("FTC"). Depending on the circumstances surrounding the contract, the Children's Online Privacy Protection Act may also apply (15 U.S.C. 6501-

6506). These statutes require companies to maintain reasonable and appropriate data security measures. The FTC has issued guidance specifically to the entities which use cloud-based services, reminding them that securing the information on the cloud-based services is their corporate responsibility.

In addition, pursuant to Nebraska Revised Statute 87-03, PowerSchool had a duty to provide, in the most “expedient time possible” full notice of the hack and its impact on district student records. To date, and our knowledge, PowerSchool has not provided any school with this notice and has not provided a timetable when it will do so. We do not know if the stolen data still remains with the hacker or other parties.

PowerSchool is a sophisticated technology company and is one of the largest education technology providers in the world. PowerSchool is well aware of its duty to safeguard PII and that the data it collects and stores are valuable targets for data thieves. Indeed, PowerSchool acknowledges that identifying cyber security risks is one of the key objectives of its business in its form 10-K.

PowerSchool, knowing that its clients’ data was valuable and was at risk of cyber-attack, nonetheless continued to store massive amounts of customer data in an insecure manner. Had PowerSchool implemented proper security measures, such as implementation of stricter password and credential requirements, the data breach may have been prevented.

Due to PowerSchool’s failure to secure the PII and meet the industry standards, it breached its contracts with the school districts. PowerSchool also breached its respective contracts and applicable state law with contracting school districts by failing to notify the school districts of the breach, in a timely manner, and failing to notify those that were impacted by the breach.

II. Who are the Defendants?

- PowerSchool
- Bain Capital (the purchaser of PowerSchool)
- Movate, Inc. (the subcontractor who appears to have been the initial source of the breach)
- We will to all three entities together as PowerSchool

III. Who are Potential Plaintiffs?

- Any School District under contract with PowerSchool for any of their products from December 20, 2020, to the present is eligible to join this lawsuit. If you have special circumstances regarding your contract, please contact the undersigned to discuss.

IV. Potential Claims and Damages

PowerSchool has not guaranteed that only a subset of school districts have been impacted by this data breach. It is our expectation that all if not a majority of school districts that use the PowerSchool's SIS system were impacted by this breach. It is our recommendation that you reach out to your PowerSchool representative and ask that they can guarantee that your district's information was not impacted by this data breach.

If your school district was impacted by PowerSchool's data breach we are initiating litigation on behalf of school districts nationwide due to PowerSchool's violations of state and federal statutes and contractual provisions. PowerSchool's numerous failures identified above give rise to several potential legal claims, including but not limited to breach of contract, negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, deceptive and unfair trade practices, and fraud.

We are seeking the following damages on behalf of our school district clients:

- 1.) Recoupment/reimbursement of any monies paid to PowerSchool for contractual services it failed to provide under its respective contracts. We will be making a claim that PowerSchool did not provide the benefit of the bargain in their contract. As such, Districts overpaid for the services that were actually provided. This overpayment by districts has resulted in a significant amount of monetary damages;
- 2.) Past and future monetary damages (i.e., staff time, forensic testing, expert/vendor expenses, legal expenses), related to securing district databases and handling the negative impacts from the breach including but not limited to district reputational harm, costs and employee training related to resetting of passwords, and costs and employee training related to notifications of breach to impacted users;
- 3.) Future expenses for having to change platforms and migrating the data;
- 4.) Indemnity from PowerSchool for any future litigation brought against the school district due to this data breach;
- 5.) The Lawsuits will also seek punitive damages as related to fraud claims; and
- 6.) The lawsuits will also seek injunctive relief for the appointment of a monitor to establish industry standard security systems, including rapid detection of unauthorized access, and an incident response plan that will in fact provide and

require rapid and accurate notice to school districts and parents; and to monitor said plan for a period of not less than five years.

A. **What if My District was Not Impacted by the Data Breach or I don't Know if it Was?**

As indicated above, PowerSchool has not guaranteed that only a subset of school districts have been impacted by this data breach. Their investigation is ongoing, and our expectation is that the number of districts impacted will grow exponentially. However, if your school district was not impacted by this data breach your school district nonetheless has a claim for PowerSchool's breach of contract for failing to implement national standards of cyber security and Districts' overpayment for the services PowerSchool failed to provide.

V. **Final Remarks/Next Steps**

As indicated above, Frantz Law and F3 are collaborating in prosecuting this action. F3's contribution also includes utilization of the expertise of F3 Attorney, Mark Williams, who was responsible for creating the California Student Data Privacy Agreement, and then led the efforts to also draft the Nationwide Student Data Privacy Agreement. Mr. Williams' Data Privacy Agreements have been used by thousands of school districts throughout California and in 37 states. Mr. Williams is a highly regarded authority on technology procurement and student data privacy.

Notwithstanding, it is also important to note that Frantz Law and F3 have agreed to represent all school districts who elect to join the PowerSchool Data Breach Mass Action Lawsuit, on a contingent fee basis, **at 30%**. There will be no expenditure of school district funds on this litigation. This means that there is no cost to the school district unless there is a monetary recovery. Furthermore, because F3 has partnered with Frantz Law, if your district elects to join the Lawsuit against Defendant, any time or expense that F3 incurs in connection with the lawsuit, will likewise be at no cost to you. In other words, F3 does not get paid unless Frantz Law recovers a monetary sum on your district's behalf. Any payment to F3 will come from Frantz Law.

It may be to your best interest to join this effort now. There is a Class action suit seeking to represent all school districts who have not filed a Mass Action lawsuit such as the one we have spoken of here. If the class is certified your district will be lumped in with all of the others and face the prospect of compensation far less than the damages you suffered from the data breach.

///
///
///

October 22, 2025

Page 7

Enclosed for your review is a memorandum that includes frequently asked questions about the PowerSchool Data Breach Mass Action Lawsuit. Please review it, and if you are interested in joining the litigation, would like a copy of the contingency fee agreement, or have any questions and would like to discuss the matter further, please contact the undersigned at SStein@f3law.com and MWilliams@f3law.com.

Sincerely,

FAGEN FRIEDMAN & FULFROST, LLP

A handwritten signature in black ink, appearing to read 'S Stein', written in a cursive style.

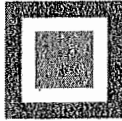
Shiva E. Stein

A handwritten signature in black ink, appearing to read 'M Williams', written in a cursive style.

Mark A. Williams

Attachment: Memo re FAQ

1010-1/9085177.1



Fagen Friedman & Fulfrosts LLP

1525 Faraday Avenue, Suite 300
Carlsbad, CA 92008
Main: 760-304-6000 Fax: 760-304-6011

MEMORANDUM

**CONFIDENTIAL ATTORNEY WORK PRODUCT ATTORNEY CLIENT
PRIVILEGED COMMUNICATION**

TO: School Districts

FROM: Fagen Friedman & Fulfrosts, LLP Litigation Partners,
Shiva Stein and Mark Williams

DATE: October 22, 2025

RE: (Advertising Material)
PowerSchool Data Breach Mass Action Lawsuit - Frequently Asked Questions

This memorandum is intended to provide answers to frequently asked questions by school district administrators and boards of education regarding the multidistrict litigation against PowerSchool (“Defendant”).

1. What is the Lawsuit about?

In the Lawsuit, the Plaintiffs (various school districts) are alleging that Defendant, pursuant to its contracts with school districts, had a responsibility to protect the Private and Personally Identifiable Information (“PII”) of millions of students and educators, by implementing sufficient security measures, stricter password and credential requirements.

PowerSchool further had a duty to safeguard customers’ PII pursuant to industry standards and duties imposed by statutes, including but not limited to Section 5 of the Federal Trade Commission (“FTC”) Act, which requires companies to maintain reasonable and appropriate data security measures. The FTC has issued guidance specifically to the entities which uses cloud-based services and reminded them that securing the information on the cloud-based services is their corporate responsibility.

Due to PowerSchool's failure to secure PII and meet the industry standards, they breached their contracts with the school districts. In addition, PowerSchool breached their respective contracts with school districts by failing to notify the school districts of the breach, in a timely manner, and failed to notify those that were impacted by the breach.

2. What are the potential benefits of my district participating in the Lawsuit?

If your school district was impacted by PowerSchool's data breach, we are initiating litigation on behalf of school districts nationwide, due to PowerSchool's violations of state and federal statutes and contractual provisions. PowerSchool's numerous failures identified above give rise to several potential legal claims, including but not limited to: breach of contract, negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, deceptive and unfair trade practices, and fraud.

While there is no promise or guarantee about the outcome of the Lawsuit and/or recovery by your district, Plaintiffs are asking for:

- 1.) Recoupment/reimbursement of any monies paid to PowerSchool for contractual services it failed to provide under its respective contracts.
- 2.) Past and future monetary damages (i.e., staff time, forensic testing, expert/vendor expenses, legal expenses), related to securing district databases and handling the negative impacts from the breach including but not limited to: district reputational harm, costs and employee training related to resetting of passwords, and costs and employee training related to notifications of breach to impacted users;
- 3.) Future expenses for having to change platforms and migrating the data;
- 4.) Indemnity from PowerSchool for any future litigation brought against the school district due to this data breach.
- 5.) The Lawsuit will also seek punitive damages as related to fraud claims; and
- 6.) The Lawsuit will also seek injunctive relief for the appointment of a monitor to establish industry standard security systems, including rapid detection of unauthorized access, and an incident response plan that will in fact provide and require rapid and accurate notice to school districts and parents; and to monitor said plan for a period of not less than five years.

3. What is the difference between a Class Action v. Mass Action Litigation?

This litigation is commonly referred to as a “Mass Action.” The difference between a Class Action and Mass Action is the final financial benefit to the client. In this Lawsuit, each school district will file their own individual action, in California Federal or State Courts where all the school district cases against Defendant will be litigated. As a group, we will be conducting extensive discovery against Defendant, in order to prove our claims in this matter.

During this timeframe, there will be motion practice and settlement discussions between the parties to determine whether a settlement is appropriate. This is where the difference between a Class Action and Mass Action exists. When there is a resolution, each client will be presented with an individualized settlement offer that provides compensation for all past and future damages.

In a Class Action, the signed-up, individual plaintiffs do not receive the full extent of their actual past and future damages; rather, they receive a nominal amount which represents the credibility of their claim. For cases where there is extensive damages for a plaintiff, such as this case, a Mass Action offers greater benefits to the school district.

4. What time commitment will be required of my district if we choose to join the Lawsuit?

Unlike “typical” litigation, which often requires a tremendous amount of time and resources, we anticipate that participation in the Lawsuit will require a much more limited commitment on behalf of the school districts. Although we cannot say with certainty (as each case is different), it is our best estimate that a district representative may need to devote no more than 5-8 hours of time to assist with the Lawsuit. This time will consist of helping to draft responses to written questions from Defendant’s attorneys and/or the Court, gather relevant documentation, and review a final version of responses to questionnaire for filing with the Court. Unlike other litigation that your district may have previously been involved in, we do not anticipate that any district representative will be deposed or have to appear in court. If your

district is selected as a bellwether plaintiff, a greater time commitment will be required. Should this be the case, your district will be informed and be able to make a decision whether to proceed with the Lawsuit or opt out.

5. How much money will it cost my district to participate in the Lawsuit?

There is no financial risk to your district for participating in the Lawsuit because it is being handled on a contingency fee basis. This means that your district is not responsible for paying any fees or costs associated with the Lawsuit unless your district receives some monetary compensation. Stated differently, any compensation to your attorneys for fees and costs would only come from the monetary recovery that your district receives.

It is important to note that Frantz Law has offered a significantly reduced fee arrangement for this Lawsuit. Normally, they would receive 40% of the plaintiffs' recovery. However, in this Lawsuit, Frantz Law has agreed to accept **30%** of your district's monetary recovery. Furthermore, your district will not be responsible for paying F3 for its participation in the Lawsuit, as F3 fees will be paid by Frantz Law. Thus, there is only a potential for a financial benefit for your district to be involved in this case.

6. What will F3's involvement in the Lawsuit be?

F3 has agreed to act as co-counsel to Frantz Law in connection with the Lawsuit. In that regard, F3 will stay apprised of what is happening in the Lawsuit and will act as the liaison between your district and Frantz Law. F3's contribution also includes utilization of the expertise of F3 Attorney, Mark Williams, who was responsible for creating the California Student Data Privacy Agreement, and then led the efforts to also draft the Nationwide Student Data Privacy Agreement. Mr. Williams' Data Privacy Agreements have been used by thousands of school districts throughout California and in 37 states. Mr. Williams is a highly regarded authority on technology procurement and student data privacy. In the event that your district has any questions or concerns regarding the Lawsuit, a member of F3's team will always be available to assist.

7. Is F3 available to present to our Board of Education and/or Administration about the potential benefits of joining the Lawsuit?

Yes. Both F3 and Frantz Law are available to speak with your district's decision-makers about the Lawsuit. These discussions can take place in the manner most convenient to your district, including an in-person meeting (if local), telephone discussion, or Zoom conference. F3 can also provide agenda and reporting out language in preparation for the Board's consideration.

8. If my district decides to join the Lawsuit, what are the next steps?

Any school district that entered into a contract with PowerSchool to protect and securely store the district's PII from December 20, 2020 to the present is eligible to join this Lawsuit. At this time, we know that Defendant has not guaranteed that a district's information has not been impacted by the December 20, 2024, data breach. It is our expectation that all, if not a majority of school districts that use the PowerSchool's SIS system, were impacted by this breach. It is our recommendation that you reach out to your PowerSchool representative and ask that they can guarantee that your district's information was not impacted by this data breach.

If your school district was impacted by this data breach and is interested in joining the litigation, the next step would then be for the information to be presented and considered by your district's Board. Please contact your F3 attorneys, Shiva Stein (SStein@f3law.com) and Mark Williams (MWilliams@f3law.com) and they can provide a copy of the contingency fee agreement for your Board's approval, answer any questions relating to Board approval/next steps, and provide necessary agenda and reporting out language.

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Elm Creek Public Schools (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys”) (collectively, “Parties”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Kim Beran, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz and William Shinoff, of Frantz Law Group, APLC, will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in any forum for damages associated with the PowerSchool Data Breach Litigation, including the preparation and filing of the District’s individual action, (“Action”). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights.

5. FEES. Client will pay attorneys' fees of:

- A. Thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money unless monetary recovery is made by the District.
- B. Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.
- C. The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) The District shall not be obligated to pay the Attorneys if they are involuntarily required to dismiss the case.

- (4) If, by judgment, or settlement, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (5) If, by judgment, or settlement, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that the District is not obligated to pay Attorneys' fees from public funds for the value of the In-Kind relief. In the event of In-Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorneys' fees.
- (6) The District agrees the Action Defendants shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

D. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

- (1) Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If no recovery is made by the District in the Action, no fees will be charged or paid by the District. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with Signature Resolution; in any event, Attorney and Client agree that the fee

determined by arbitration shall not exceed thirty percent (30%) of the gross recovery as defined in paragraph 5.

- (2) No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered by District from Defendants in this Action. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The Action related costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees; and considering fee limitations provided in Paragraph 5, above.

- A. SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.
- B. FEDERAL MDL COMMON BENEFIT FEES: Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all

claimants. Compensation for this work and effort, which is known as "common benefit fees," may be awarded to Attorneys by a court or courts directly from the assessments paid by the District and others who have filed claims in this litigation.

7. LIEN. In the event any third-party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
8. DISCHARGE AND WITHDRAWAL.
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.
9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Signature Resolution at the location closest to the Client or at another mutually acceptable location before a retired judge or other mediator, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by Signature Resolution. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, Attorneys will pay the other half but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to

include claims of malpractice, will be submitted to mandatory binding arbitration before Signature Resolution. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the Signature Resolution location closest to the Client or at such other mutually acceptable location, applying California law.

10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or

Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by utilizing a neutral to assign settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: October 22, 2025



William Shinoff
Frantz Law Group, APLC

Dated: _____

Kim Beran
Superintendent
Elm Creek Public Schools

1010-1/9085183.1