

Board of Education Regular Meeting

Monday, February 9, 2026 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. **Replacing 9 Building Cameras**
 - 4.1.1.2. **Budget Tracking Update**
 - 4.1.2. **Principal/AD Report - Mr. Marquez**
 - 4.1.3. **Principal Report - Mrs. Williams**
 - 4.2. **Board Committee Reports**
 - 4.2.1. **Building, Grounds, and Transportation**
 - 4.2.2. **Finance and Personnel**
 - 4.2.3. **Policy and Negotiations**
5. **CONSENT AGENDA**
 - 5.1. **Prior Meeting Minutes**
 - 5.2. **Policy Final Reading and Adoption Including all New Policy Updates**
 - 5.2.1. **Reaffirm Policies: 3001-3013, 3016-3020, 3022-3029, and 3031**
 - 5.3. **Financial Reports and Claims according to Review of Bills policy 3007**
6. **ACTION ITEMS**
 - 6.1. **Consider and Act Upon Resignation Agreement for Mrs. Beran for the 2026-2027 School Year**
 - 6.2. **Offer Superintendent Contract to Brandon Marquez for the 2026-2027 School Year, with the Salary of \$135,000**
 - 6.3. **Consider and Approve Superintendent Job Description for the 26-27 Contract Year**
 - 6.4. **Consider and Act Upon the Resignation of Cassie Lechman (ELA Teacher) at the End of the 25-26 Contract Year**
 - 6.5. **Offer Teacher Contract to Kaitlynn Ashlock to Serve as an ELA Teacher for the 26-27 School Year**

- 6.6. Consider and Approve a 3.5% Salary Increase for all Classified Staff (excluding the bus/van drivers)
- 6.7. Consider and Approve the 2026-2027 School Calendar
- 6.8. Review and Revise/Reaffirm Use of School Property Policy 3014
- 6.9. Review and Revise/Reaffirm Time Away From School Activities Policy 3015
- 6.10. Review and Revise/Reaffirm Operation of School Business Office Policy 3021
- 6.11. Review and Revise AED Program Policy 3030
- 6.12. Consider and Take any Necessary Action to Replace 9 Building Cameras
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.



Proposal:
Additional Verkada Cameras

Prepared for:
Elm Creek Public Schools

Prepared by:
Justin Peppard

We see beyond in everything we do. Beyond titles or tasks. Beyond today's challenges and tomorrow's goal. When someone, colleague or client, is in need we are there ready to find a way to help. This philosophy carries through our office locations, in the field, and across our communities. Doing what's right, even when no one is watching. That's Kidwell.



Prepared For:

Elm Creek Public Schools

Kim Beran

230 E Calkins Avenue

Elm Creek, NE 68836

United States

Prepared By:

Justin Peppard

jpeppard@kidwellinc.com

KIDQ23723-02

1/19/2026

Additional Verkada Cameras

Project Scope:

Kidwell will provide & install additional Verkada cameras at Elm Creek Public Schools.

Kidwell will provide & install (10) 1-year camera licenses, (1) 5MP interior dome camera with a fixed lens & IR, (1) 5MP interior dome camera with a varifocal lens & IR, (1) 5MP exterior dome camera with a varifocal lens & IR, (1) 12MP fisheye camera with IR, (6) 5MP interior mini dome cameras with a fixed lens & IR, all required camera mounting hardware, and (1) new cable drop.

Owner to provide all required PoE+ network switch ports.

Kidwell is not responsible for schedule delays caused by others and/or material delays.

Notes:

Proposal assumes that all existing/owner-provided equipment is functioning properly and is in good working condition.

Proposal assumes that existing conduits and raceways are free from obstructions and can be re-used.

Proposal assumes all new IP cameras are within 300' of an owner-provided PoE+ network switch.

Proposal does not include any cabinets or shelves for equipment.

Important Contact Information:

Kidwell Support: dispatch@kidwellinc.com - 402.473.7788

Items Not Included:

Alarms license.

Network switches.

Uninterruptible power supply (UPS).

Data drops over 300'.

Patch panels.

Patching or painting.

Disposal of any decommissioned equipment.

Lift rental.

Configurations to owner's network.

Conduit or surface raceway.

PC or monitor.

Warranty on any existing equipment.

Network connection between buildings.

Base Bid:

\$13,315.00

Hardware:

- 1 CD43 Indoor Dome Camera, 5MP, Fixed Lens, 256GB, 30 Days Max
- 1 CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB, 30 Days Max
- 1 CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB, 30 Days Max
- 1 CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB, 30 Days Max
- 6 CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB, 30 Days Max

Software:

- 10 1-Year Camera License

Cabling:

- 1 New Plenum-Rated CAT6 Cabling Run

Services & Other Totals:

System Installation	Included
Labor to decommission nine (9) existing Cameras	Included
Shipping & Handling	Included
Lift Rental	Not Included

Quote Valid 10 Days from Proposal Date



Serving
the Midwest
Since 1948

Proposal Summary

Base Bid:

\$13,315.00

* By signing, CUSTOMER ACKNOWLEDGES that they have reviewed and understand all attached terms and conditions of this agreement.

Grand Total:

\$13,315.00

Notes:

* Sales Tax has not been included in this proposal.

Terms:

* 50% Down Required before any work can begin

* Remaining Payment to be made as follows: MONTHLY - ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

* Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

Authorized Kidwell Representative: Dave Black Date: 1/19/2026

Signed by:

Customer Signature: Kim Beran Date: 1/19/2026

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LINCOLN

3333 Folkways Circle
Lincoln, NE 68504

OMAHA

7050 S. 110th St.
La Vista, NE 68128

KEARNEY

414 E. 6th St.
Kearney, NE 68847

COLUMBUS

118 23rd St. #118
Columbus, NE 68601

SIOUX FALLS

100 E. 6th St.
Sioux Falls, SD 57104

DES MOINES

3000 Westown Pkwy
Des Moines, IA 50266

Quote Valid 10 Days from Proposal Date



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the Midwest
Since 1948

Contract Terms & Conditions

The following terms and conditions are incorporated into the Agreement between Kidwell and the Customer:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Standard of Performance; Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. This warranty is void if Customer has modified the system. Kidwell disclaims all warranties either express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that (i) the services will meet Customer requirements or expectations; (ii) the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; (iii) Kidwell will detect or report intrusions or attempted intrusions; or (iv) all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer; provided, however, that if the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell in its sole discretion, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Governing Law. This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, pandemic, supply chain interruption, or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.



Customer Address Verification

**Please verify the following JOB SITE address and BILLING address.
If changes are required, please use the provided lines. If correct, please sign at bottom of page.**

JOB SITE ADDRESS

Job Site Contact: Kim Beran
Email Address: kim.beran@elmcreekschools.org
Company Name: Elm Creek Public Schools
Address: 230 E Calkins Avenue
Elm Creek, NE 68836

If CHANGES need made to the JOB SITE ADDRESS, use these lines:

Job Site Contact: _____
Email Address: _____
Company Name: _____
Address: _____

BILLING ADDRESS

Billing Contact: Kim Beran
Email Address: kim.beran@elmcreekschools.org
Company Name: Elm Creek Public Schools
Address: 230 E Calkins Avenue
Elm Creek, NE 68836

If CHANGES need made to the BILLING ADDRESS, use these lines:

Billing Contact: _____
Email Address: _____
Company Name: _____
Address: _____

I verify all address information is correct or I have provided the correct address information.

Customer Signature: ^{Signed by:} Kim Beran **Date:** 1/19/2026
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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.	\$61,833.57	\$407,917.33	\$469,750.90	\$1,874,366.29	23.93%	\$471,014.67/28%	\$422,378.32	\$403,410.06
Jan. Mtg.	\$66,195.62	\$403,988.53	\$470,184.15	\$2,344,550.44	29.93%	\$439,726.62/34.39%	\$369,091.31	\$359,536.46
Feb. Mtg.	\$42,926.99	\$402,608.49	\$445,535.48	\$2,790,085.92	35.62%	\$443,709.09/40.83%	\$421,966.12	\$403,816.38
March Mtg.				\$2,790,085.92	35.62%	\$412,302.61/46.82%	\$389,448.48	\$377,540.40
April Mtg.				\$2,790,085.92	35.62%	\$512,077.14/54.26%	\$421,565.11	\$455,019.95
May Mtg.				\$2,790,085.92	35.62%	\$500,382.31/61.52%	\$458,119.41	\$439,964.13
June Mtg.				\$2,790,085.92	35.62%	\$430,516.35/67.77%	\$442,341.57	\$428,110.34
July Mtg.				\$2,790,085.92	35.62%	\$483,247.15/74.79%	\$368,970.53	\$380,040.82
Aug. Mtg.				\$2,790,085.92	35.62%	\$73,586.49/75.86%	\$934,327.30	\$745,559.39
Aug. EOY Mtg.				\$2,790,085.92	35.62%	\$890,402.09/88.79%	\$5,591,768.55	\$5,297,125.48
TOTALS	\$397,635.56	\$2,392,450.36		\$2,790,085.92				
General Fund Budget		\$7,833,382.00	(spending authority)					
Average Monthly Bills =					\$465,014.32			
(including payroll)								
Necessary Cash Reserve =					\$1,627,550.12	\$1,395,042.96		
(including payroll)					3.5 months	3 months		

Jan 14, 2026 6:00 PM CST |

📅 Building, Grounds, & Transportation BOE Committee Meeting

Attendees: Alicia Beavers Cole Brodine Kim Beran Ryan Martin

Notes

- Discuss Changing Table in Restrooms by Gym
 - Women's already has one in the handicap stall
 - For the men's restroom it would cost approximately \$300 to purchase & install. There is space along the wall to install it.
- BD Projects
 - Fans lowered
 - Fence straightened
 - Emailing Kent to check on status
- Wrestling Room/Multipurpose Room
 - Storage area doesn't have a door handle
 - Are the speakers working?
- Roof Project
- Discuss Transportation "rules" for Replacing Vehicles/Buses
 - Currently at 100,000 miles and over 10 years in service
 - Consider changing to:
 - **Miles:**
 - 150,000–200,000 miles
 - 👉 Begin planning and budgeting for replacement
 - 200,000–250,000+ miles
 - 👉 Strongly consider replacement, especially if repairs are increasing
 - **Age:**
 - Gas buses: ~12–15 years
 - Diesel buses: ~15–20 years
 - **Other Factors:**
 - Maintenance costs trending up (engine, transmission, emissions, electrical)
 - Reliability issues affecting routes or activities
 - Safety & technology gaps (cameras, warning lights, emissions standards)
 - Parts availability (especially for older engines)
 - If a bus is:
 - Over 15 years old
 - Near or above 200,000 miles
 - Requiring frequent or costly repairs

○ Review vehicle schedule
 ■ [EC Vehicles/Buses](#)

2025-26 VEHICLE INFORMATION ☆ 📄 🌐
 File Edit View Insert Format Data Tools Extensions Help

🔍 📄 100% 📄 View only

1	A	B	C	D	E	F	G	H	I	J	K
	Year Make Model	Vehicle #	VIN Number		Cost New		Physical Damage Deductible		Current Mileage		Current Condition
2	2012 Dodge Caravan - 7 passenger	Van 12	2C4RDGCG7CR406610		\$19,650	Bought used	\$500		183044		NEEDS REPLACED
3	2013 Thomas Freightliner Bus - 59 passenger	BUS 13	4UZABRDT5DCBT0219		\$82,000		\$500		113520		Okay shape-had new
4	2014 Dodge Caravan Grand SXT - 7 passenger	Van 14	2C4RDGCG7ER352308		\$19,435	Bought used	\$500		122042		NEEDS REPLACED, Okay shape--sustained damage from accident
5	2015 Blue Bird Bus - 71 passenger	BUS 15	1BAKGCPA6FF313638		\$80,680	\$25,000 DERA Grant	\$500		80595		Okay shape - needs r
6	2016 Ford Transit E350 Van - 12 passenger	VAN 16	1FBZK2ZM2GKA76553		\$18,900	Bought used	\$500		91483		Used for maintenanc
7	2020 Blue Bird Bus - 65 passenger	BUS 18	1BAKGC8H8LF360217		\$88,345	\$42,000 Volkswagon Grant	\$500		72436		Good shape-has been
8	2020 Chevy Express LS Van 12-passenger	VAN 20	1GAWGEFG2L1259684		\$26,836		\$500		63315		Used for maintenanc
9	2021 Thomas Freightliner Wheelchair Bus - 52 passenger	BUS 21	4UZABRFC9MCMP4937		\$94,292	\$42,000 Volkswagon Grant	\$500		32224		Excellent shape
10	2022 Chrysler Pacifica - 7 passenger	VAN 22	2C4RC1FG6NR196757		\$36,584		\$500		25489		Excellent shape
11	2023 Chrysler Pacifica - 7 Passenger	VAN 23- SPED	2C4RC1FG3PR555341		\$38,149		\$500		20895		Excellent shape
12	2024 Chrysler Pacifica - 7 Passenger	VAN 24	2C4RC3BG4RR201672		\$39,460	Traded 07 ecoliner	\$500		7513		Excellent shape
13	2024 Chrysler Pacifica - 7 Passenger	VAN 25 - SPED	2C4RC3BG2RR123912		\$43,945		\$500		7465		Excellent shape
14	2024 Chrysler Pacifica - 7 Passenger	VAN 26	2C4RC3BG5RR166964		\$44,150		\$500		6956		Excellent shape
15	2025 Minotaur Minibus - 14 passenger	Bus 25			\$102,150						New
16	Grasshopper mower	Mower									
17	Bobcat - ATV	ATV									Consider replacing
18	2015 Finish Line Car Hauler Trailer	Trailer	52WBC1629FR009943		\$15,000		\$500				Good shape
19											
20											

COLOR KEY:
 NEED TO REPLACE

Jan 14, 2026 5:00 PM CST |

📅 Finance & Personnel BOE Committee Meeting

Attendees: Hannah J. Hild Jacob Kringle Kim Beran lynette mitchell

Notes

- Discuss Terah's negotiations/salary for 26-27

A	B	C	D	E	F	G	H	I	J
		25-26 Elem Principal Array							
School	Years in Dist/Ed Exp	Principal Salary	Benefits	Additional Comp	Total				
Amherst	1/9	\$93,000.00	\$44,539.00	\$0.00	\$137,539.00				
Axtell	2/9	\$90,061.00	\$44,876.00	\$9,802.00	\$144,739.00				
Bertrand	2/15	\$132,150.00	\$44,304.00	\$0.00	\$176,454.00	*HS & ELEM PRINCIPAL			
Elm Creek	6/13	\$109,325.00	\$47,340.00	\$0.00	\$156,665.00				
Loomis	2/33	\$103,200.00	\$46,160.00	\$960.00	\$150,320.00	*HS (Shares with Superintendent) & ELEM PRINCIPAL			
Overton	17/26	\$129,000.00	\$50,129.00	\$9,695.00	\$188,824.00				
Pleasanton	30/30	\$114,000.00	\$37,337.00	\$0.00	\$151,337.00				
SEM	28/28	\$96,453.00	\$44,460.00	\$7,200.00	\$148,113.00	*Possibly K-12 Principal & AD			
Wilcox-Hildreth	6/9	\$103,500.00	\$39,842.00	\$400.00	\$143,742.00	*PK-12 Principal, with an asst.			
	AVERAGES	\$107,854.33	\$44,331.89	\$3,117.44	\$155,303.67				

- Discuss Classified Staff negotiations/salaries for 26-27, including Bus Drivers
 - Looking at the FKC information, we are about in the “middle of the pack”. I would recommend increasing the bus & van route pay to be more in line with the other schools (not activity).
- Discuss Budget Tracking for 25-26
 - GF is on track at this point at about 29% of the budget expended compared to about 34% expended at this same time last year.
 - DF balance is about \$130,000 higher than last year. DF will be about \$100,000 less after the minibus has been delivered & paid for. A reminder that we planned to pay for the Semco unit (already paid for) & the minibus with DF.
 - SBF balance is about \$200,000 higher than last year. We will use this to pay for the roof.
 - BF is quite a bit lower this year than last year, by about \$150,000. We will receive more funds in January & possibly May in time to make the June payment.
 - NF balance is about \$20,000 higher than last year.
 - AF balance is about \$9,000 higher than last year. Last year we had to transfer \$45,000 in April.

Jan 28, 2026 | 📅 Policy & Negotiations Committee Meeting

Attendees: Cole Brodine Kim Beran Ryan Martin lynette mitchell

Notes

- Review 3001-3031 policies - will be on Feb. board meeting agenda
 - [Official Policies](#)
- Review Superintendent Job Description - will be on Feb. board meeting agenda
 - [NASB Superintendent Job Description](#)

Action items



Board of Education Regular Meeting
Monday, January 12, 2026 6:00 PM

1. OPEN THE MEETING

1.1. Call to Order

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

1.1.1. Publication of Meeting

1.1.2. Nebraska Open Meetings Law

1.1.3. Pledge of Allegiance

1.1.4. District Mission Statement

1.2. Board Member Roll Call

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

Mrs. Beran introduced the Elm Creek Savings Program and thanked Lindsay McCarter and FirstTier Bank for sponsoring the program. Mrs. Keep and sixth-grade tellers provided a brief overview, noting that students in kindergarten through sixth grade track their deposits, with savings distributed at the end of sixth grade.

3. TAKE OATH OF OFFICE AS PER POLICY 2004

4. BOARD MEMBER CONFLICT OF INTEREST STATEMENT AS PER POLICY 2005

5. REVIEW BOARD ETHICS/CODE OF CONDUCT AS PER POLICY 2012

6. ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION AS PER POLICY 2002

6.1. Adjourn Sine Die

President Lynette Mitchell adjourned sine die to proceed with the reorganization of the Board of Education. Superintendent Beran assumed chairmanship of the meeting for the purpose of electing board president.

6.2. Election of President of the Board of Education

The floor was opened for nominations for the position of Board President. Alicia Beavers was nominated as board president by Hannah Hild for the year 2026. Nominations were closed with no additional submissions, Alicia Beavers was declared as board president.

6.3. Convene the Board of Education

Newly elected President, Alicia Beavers, officially convened the board to proceed with the agenda.

6.4. Election of Vice President of the Board of Education

Board Vice President - Hannah Hild

Board Secretary - Cole Brodine

Board Treasurer - Lynette Mitchell

6.5. Appoint Treasurer of the Board of Education

Board Treasurer - Lynette Mitchell

6.6. Election of Secretary of the Board of Education

Board Secretary - Cole Brodine

6.7. Committee Appointments by Board President (policy 2002)

Building, Grounds, & Transportation

Cole Brodine, Alicia Beavers, Ryan Martin

Finance & Personnel

Hannah Hild, Jacob Kringle, Lynette Mitchell

Policy & Negotiations

Cole Brodine, Lynette Mitchell, Ryan Martin

Curriculum, Americanism, & Technology

Alicia Beavers, Jacob Kringle, Hannah Hild

7. PUBLIC COMMENT

According to Elm Creek School District Public Participation Policy 2009. 12 members of the public were present. No comment was made.

8. INFORMATION ITEMS

8.1. Administrator Reports

8.1.1. Superintendent Report - Mrs. Beran

Mrs. Beran updated the board of important dates coming up.

8.1.1.1. Weight Room Equipment Update

Mrs. Beran noted that the weight room preventative maintenance has been beneficial, keeping equipment in good working order and safe for use.

8.1.1.2. Public Access to Policies (rule 10)

Policies are stored in a binder in the Superintendent's office and can be found on the Elm Creek Schools website.

8.1.1.3. SPED Contract with ESU 10

Mrs. Beran shared that the ESU 2026-2027 contracted services will increase about 5% from the 2025-2026 school year.

8.1.2. Principal/AD Report - Mr. Marquez

Mr. Marquez reported on professional development, upcoming STEM projects, and community support for the wrestling tournament. He also recognized elementary staff for their support during Mrs. Williams' maternity leave.

8.1.3. Principal Report - Mrs. Williams

8.2. Board Committee Reports

8.2.1. Building, Grounds, and Transportation

8.2.2. Finance and Personnel

8.2.3. Policy and Negotiations

Cole Brodine shared they discussed the upcoming policy reviews and schedule. Reviewed 1000 and 2000 policies with no changes.

8.2.4. Americanism, Curriculum, and Technology

8.3. Transportation Report

Mrs. Beran presented the transportation report on behalf of Cindy Stone, noting bus inspections were completed in December. She shared updates on quotes for a larger activity bus and the anticipated February arrival of the mini bus, along with required driver training.

9. ACTION ITEMS

9.1. Designate KSB as Legal Counsel (policy 2014)

Motion was made to designate KSB as Legal Counsel. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

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

9.2. Designate Firstier Bank as the Depository Bank (policy 3002)

Motion was made to designate Firstier Bank as the District's official fund depository for the 2026-2027 school year. This motion, made by Hannah Hild and seconded by Jacob Kringle, Passed.

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

9.3. Designate the Kearney Hub as the District Newspaper of Record (policy 2008)

Motion was made to designate The Kearney Hub as the official newspaper of record for the 2026-2027 school year. This motion, made by Ryan Martin and seconded by Cole Brodine, Passed.

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

9.4. Appoint Compliance Coordinator (policy 3053, HS Principal and/or Superintendent)

Motion was made to appoint Compliance Coordinator as either the HS Principal and/or the Superintendent. This motion, made by Alicia Beavers and seconded by Ryan Martin, Passed.

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

9.5. Appoint Title IX Coordinator (policy 3057, HS Principal)

Motion was made to appoint HS Principal as the Title IX Coordinator. This motion, made by Lynette Mitchell and seconded by Hannah Hild, Passed.

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

9.6. Consider and Act Upon the Agreement and Resignation of Mrs. Beran for the 2026-2027 School Year

Motion made to accept the agreement and resignation of Mrs. Beran for the 2026-2027 School Year. This motion, made by Alicia Beavers and seconded by Hannah Hild, Passed.

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

9.7. Consider & Take any Necessary Action on 2026-2027 Superintendent Position

Motion was made for the board to conduct their own search for hiring Superintendent Position for 2026-2027. This motion, made by Cole Brodine and seconded by Hannah Hild, Passed.

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

9.8. Consider and Take any Necessary Action on ESU 10 SPED Contract for 2026-2027

Motion was made to Consider and Take any Necessary Action on ESU 10 SPED Contract for 2026-2027. This motion, made by Lynette Mitchell and seconded by Jacob Kringle, Passed.

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

9.9. Appoint Authorized Signers on District Bank Accounts

Motion was made to approve Alicia Beavers, Board President and Lynette Mitchell, Board Treasurer and to remove Cole Brodine as authorized bank depository signers for account ending in 7766, effective immediately. This motion, made by Cole Brodine and seconded by Jacob Kringle, Passed.

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

9.10. Consider and Approve NASB Dues

Motion was made to consider and approve NASB Dues. This motion, made by Alicia Beavers and seconded by Ryan Martin, Passed.

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

10. CONSENT AGENDA

Motion was made to approve the consent agenda as presented. This motion, made by Hannah Hild and seconded by Ryan Martin, Passed.

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

10.1. Prior Meeting Minutes

10.2. Policy Final Reading and Adoption Including all New Policy Updates

10.2.1. Policy Review Schedule

10.2.2. Reaffirm 1000 & 2000 Policies

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

11. SCHEDULE NEXT REGULAR BOARD MEETING

12. ADJOURN

Motion was made to adjourn the Elm Creek Public School Board meeting of 6:42 pm. 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

13. ****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.

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

Checking Account ID: STACTIVITY

Check Type: Automatic Payment

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
735913	01/31/2026				EFUNDS	EFUNDS PAYMENTS	2.02
Check Type Total:		Automatic Payment		Void Total:	0.00	Total without Voids:	2.02

Checking Account ID: STACTIVITY

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
18428	01/02/2026				GILLMING	MARK GILLMING	35.00
18429	01/02/2026				GRIEKD	DAVE GRIEK	123.00
18430	01/02/2026				JOHNSPAT	PATRICK JOHNS	50.00
18431	01/02/2026				LANGINJ	JIM LANGIN	124.00
18432	01/02/2026				ODEYE	ELI ODEY	124.00
18433	01/02/2026				SHEPARDT	TAYLOR SHEPARD	50.00
18434	01/02/2026				STEINERE	ERIC STEINER	50.00
18435	01/06/2026				BAUERASH	ASHLEY BAUER	500.00
18436	01/06/2026				CASHWAACT	CASH-WA DISTRIBUTING	11,032.77
18437	01/06/2026				FOSTFAMA	FOSTER'S FAMILY FOODS	71.25
18438	01/06/2026				KLEINB	BEN KLEIN	75.00
18439	01/06/2026				TOOLH	HEATHER TOOL	1,200.00
18440	01/06/2026				UNK	UNIVERSITY OF NEBRASKA KEARNEY	240.00
18441	01/09/2026				BERNALR	RAYMOND BERNAL	75.00
18442	01/09/2026				BUESCHER	DARIN BUESCHER	75.00
18443	01/09/2026				EMALC	COLBY EMAL	146.00
18444	01/09/2026				FIRSTIER	FIRSTIER BANK	1,400.00
18445	01/09/2026				GILLESPIE	CHAD GILLESPIE	147.00
18446	01/09/2026				GILLMING	MARK GILLMING	35.00
18447	01/09/2026				JOHNSPAT	PATRICK JOHNS	75.00
18448	01/09/2026				KLEINB	BEN KLEIN	75.00
18449	01/09/2026				KRACLM	MARTY KRACL	147.00
18450	01/09/2026				SHEPARDT	TAYLOR SHEPARD	75.00
18451	01/09/2026				STEINERE	ERIC STEINER	75.00
18452	01/12/2026				FIRSTIER	FIRSTIER BANK	380.00
18453	01/12/2026				KLEINB	BEN KLEIN	75.00
18454	01/14/2026				BECKERD	DEXTER BECKER	300.00
18455	01/14/2026		X	01/14/2026	BERNALR	RAYMOND BERNAL	175.00
18456	01/14/2026				BIENHOFF	RANDY BIENHOFF	146.00
18457	01/14/2026		X	01/14/2026	BUESCHER	DARIN BUESCHER	75.00
18458	01/14/2026				USBANK	CORPORATE PAYMENT SYSTEMS	642.05
18459	01/14/2026				DEINESJ	JOSH DEINES	146.00
18460	01/14/2026				FAVINGERD	DUSTIN FAVINGER	300.00
18461	01/14/2026				FRITZS	FRITZ'S MEAT	1,787.50
18462	01/14/2026				GILLMING	MARK GILLMING	35.00
18463	01/14/2026				JOHNSPAT	PATRICK JOHNS	75.00
18464	01/14/2026				KEARNSP0	KEARNEY SPORTSPLEX	76.00
18465	01/14/2026		X	01/14/2026	KLEINB	BEN KLEIN	175.00
18466	01/14/2026				KOHLERM	MCKENZIE KOHLER	2,000.00
18467	01/14/2026				NEFFAASSN	NEBRASKA FFA ASSN	54.00
18468	01/14/2026				PFEIFFERT	TERRY PFEIFFER	300.00
18469	01/14/2026				RILEYZ	ZACH RILEY	300.00
18470	01/14/2026				RINEHARTL	LYNN RINEHART	300.00
18471	01/14/2026				SHELTONSCH	SHELTON HIGH SCHOOL	25.00
18472	01/14/2026				SHEPARDT	TAYLOR SHEPARD	225.00
18473	01/14/2026				STEINERE	ERIC STEINER	75.00
18474	01/14/2026				SWAMP	PERRY SWARM	300.00
18475	01/14/2026				UNK	UNIVERSITY OF NEBRASKA KEARNEY	450.00
18476	01/14/2026				WESTB	BOB WEST	300.00
18477	01/14/2026				WETOVICKN	NOLAN WETOVICK	147.00
18478	01/14/2026				BERNALR	RAYMOND BERNAL	75.00
18479	01/14/2026				BUESCHER	DARIN BUESCHER	175.00
18480	01/14/2026				KLEINB	BEN KLEIN	75.00
18481	01/15/2026				CHESTERMAN	CHESTERMAN CO.	2,105.40

Checking Account ID: STACTIVITY

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
18482	01/15/2026				TEAMMATES	EC TEAMMATES	695.00
18483	01/15/2026				FIRSTIER	FIRSTIER BANK	2,570.00
18484	01/15/2026				LEXINGTONS	LEXINGTON PUBLIC SCHOOLS	84.00
18485	01/15/2026				SHELTONSCH	SHELTON HIGH SCHOOL	100.00
18486	01/19/2026				KLEINB	BEN KLEIN	75.00
18487	01/20/2026				ANSLEYSCH	ANSLEY SCHOOLS	100.00
18488	01/20/2026				BERNALR	RAYMOND BERNAL	75.00
18489	01/20/2026				BLUECROS	BLUE CROSS BLUE SHIELD OF NE	1,879.22
18490	01/20/2026				BUESCHER	DARIN BUESCHER	75.00
18491	01/20/2026				CALLAWAY	CALLAWAY SCHOOLS	125.00
18492	01/20/2026				GILLMING	MARK GILLMING	35.00
18493	01/20/2026				JOHNSPAT	PATRICK JOHNS	75.00
18494	01/20/2026				KLEINB	BEN KLEIN	75.00
18495	01/20/2026				LEADERSHIP	THE LEADERSHIP CENTER	45.00
18496	01/20/2026				SAMUELSONJ	JACOB SAMUELSON	146.00
18497	01/20/2026				SHEPARDT	TAYLOR SHEPARD	75.00
18498	01/20/2026				SHEPARDT	TAYLOR SHEPARD	75.00
18499	01/20/2026				STEINERE	ERIC STEINER	75.00
18500	01/20/2026				SUMNERSCH	SUMNER-EDDYVILLE-MILLER	100.00
18501	01/20/2026				SWEDEM	SWEDE MARKETPLACE	58.60
18502	01/20/2026				WETOVICKN	NOLAN WETOVICK	147.00
18503	01/20/2026				WETOVICKR	RYAN WETOVICK	147.00
18504	01/21/2026				BECKERD	DEXTER BECKER	50.00
18505	01/21/2026				FAVINGERD	DUSTIN FAVINGER	50.00
18506	01/21/2026				FOSTFAMA	FOSTER'S FAMILY FOODS	49.35
18507	01/21/2026				PFEIFFERT	TERRY PFEIFFER	50.00
18508	01/21/2026				RILEYZ	ZACH RILEY	50.00
18509	01/21/2026				RINEHARTL	LYNN RINEHART	50.00
18510	01/21/2026				SWARMP	PERRY SWARM	50.00
18511	01/21/2026				WESTB	BOB WEST	50.00
18512	01/23/2026				BLANKENG	GREG BLANKENSHIP	75.00
18513	01/23/2026				FIRSTIER	FIRSTIER BANK	1,400.00
18514	01/26/2026				FIRSTIER	FIRSTIER BANK	430.00
18515	01/26/2026				KLEINB	BEN KLEIN	75.00
18516	01/27/2026				AMHERSTPUB	AMHERST PUBLIC SCHOOLS	100.00
18517	01/27/2026				DONIPHAN	DONIPHAN-TRUMBULL PUBLIC SCHOOL	165.00
18518	01/27/2026				GILLMING	MARK GILLMING	35.00
18519	01/27/2026				HULSB	BEN HULS	146.00
18520	01/27/2026				JOHNSPAT	PATRICK JOHNS	75.00
18521	01/27/2026				KLEINB	BEN KLEIN	75.00
18522	01/27/2026				NCEE	NEBRASKA COUNCIL ON ECONOMIC ED	240.00
18523	01/27/2026				SCALES	SCALES SALES AND SERVICE	730.00
18524	01/27/2026				SHEPARDT	TAYLOR SHEPARD	75.00
18525	01/27/2026				STEINERE	ERIC STEINER	75.00
18526	01/27/2026				THIELET	TIM THIELE	147.00
18527	01/27/2026		X	01/30/2026	WISCHMEIER	TRAVIS WISCHMEIER	147.00
18528	01/30/2026				BROKENBOWS	BROKEN BOW SCHOOLS	242.00
18529	01/30/2026				FIRSTIER	FIRSTIER BANK	1,850.00
18530	01/30/2026				KRACLM	MARTY KRACL	147.00
Check Type Total:		Check			Void Total:	572.00	Total without Voids: 40,182.14
Checking Account Total:		STACTIVITY			Void Total:	572.00	Total without Voids: 40,184.16
Grand Total:					Void Total:	572.00	Total without Voids: 40,184.16

Cash Flow Report

School District #9
1/31/2026

Processing Month

01/2026

Page: 1
User ID: LKJ

FUND NI Account		9/1/2025	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	1,284,985.89	2,257,448.25	(2,377,913.65)	1,164,520.49
02	DEPRECIATION	241,007.62	1,853.69	(41,780.00)	201,081.31
02	DEPRECIATION CD	558,847.72	8,470.38	-	567,318.10
03	EMPLOYEE BENEFIT	12,672.13	54.70	(12,726.83)	-
05	ACTIVITY FUND	66,158.46	199,152.19	(209,033.14)	56,277.51
06	NUTRITION FUND	107,908.72	84,232.66	(123,415.07)	68,726.31
07	BOND FUND	503,096.50	373,739.94	(688,666.25)	188,170.19
08	BUILDING FUND	715,078.79	89,573.82	(31,258.63)	773,393.98
08	EL BLDG FUND-NLAF	1,285.12	15.21	(1,300.33)	-
08	EL BLDG FUND-FIRSTIER	88,391.68	217,684.95	(302,931.62)	3,145.01
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	3,232,667.77	(4,002,742.64)	3,022,632.90

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
21139	02/06/2026				ALPHAREAL	ALPHA REAL ESTATE LLC	200.00
21140	02/06/2026				ANDERSONB	ANDERSON BROS.	1,924.03
21141	02/06/2026				BERANK	KIMBERLY BERAN	155.15
21142	02/06/2026				BLACKHILLS	BLACK HILLS ENERGY	4,446.38
21143	02/06/2026				BREINIGD	BREINIG DIESEL, LLC	1,703.38
21144	02/06/2026				USBANK	CORPORATE PAYMENT SYSTEMS	3,430.27
21145	02/06/2026				EAKESOFF	EAKES OFFICE PRODUCTS	6,006.99
21146	02/06/2026				EARHART	EARHART CHIROPRACTIC CENTER	130.00
21147	02/06/2026				ECOLAB	ECOLAB PEST ELIMINATION	164.12
21148	02/06/2026				ESU10	EDUCATIONAL SERVICE UNIT 10	6,590.49
21149	02/06/2026				ESI	ELECTRONIC SYSTEMS, INC	420.00
21150	02/06/2026				FIRSTC	FIRST CARE MEDICAL	185.00
21151	02/06/2026				FOSTFAMGF	FOSTERS FAMILY FOODS	55.42
21152	02/06/2026				HOMETOWN	HOMETOWN LEASING	1,320.00
21153	02/06/2026				PAYFLEX	INSPIRA FINANCIAL	150.00
21154	02/06/2026				JAMF	JAMF SOFTWARE, LLC	550.00
21155	02/06/2026				PEPPERJW	JW PEPPER	555.75
21156	02/06/2026				KELLYSA	KELLY'S SALES & AG SERVICE	2,400.04
21157	02/06/2026				KIDWELL	KIDWELL INC.	475.00
21158	02/06/2026				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	510.00
21159	02/06/2026				LONGK	KATHY LONG	180.00
21160	02/06/2026				MARTINW	MARTIN WELDING & MACHINE SHOP	49.84
21161	02/06/2026				LINWELD	MATHESON TRI GAS	929.74
21162	02/06/2026				MENARD430	MENARDS - KEARNEY	295.86
21163	02/06/2026				NRCSA	NE RURAL COMMUNITY SCHOOLS ASSN	250.00
21164	02/06/2026				NEBOIL	NE STATE FIRE MARSHAL AGENCY	324.00
21165	02/06/2026				NPPD	NEBRASKA PUBLIC POWER DISTRICT	5,876.94
21166	02/06/2026				ONESOURCE	ONESOURCE	55.50
21167	02/06/2026				PERRY	PERRY, GUTHERY, HAASE & GESSFORD, PC, LLO	1,818.00
21168	02/06/2026				STATENE	STATE OF NEBRASKA	403.93
21169	02/06/2026				VESTIS	VESTIS	176.36
21170	02/06/2026				WEXBANK	WEX BANK	1,053.58
21171	02/06/2026				WOODWARDS	WOODWARDS DISPOSAL SERVICE	32.50
21172	02/06/2026				YANDAS	YANDA'S MUSIC	108.72
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 42,926.99
Checking Account Total:		GENERAL			Void Total:	0.00	Total without Voids: 42,926.99
Grand Total:					Void Total:	0.00	Total without Voids: 42,926.99

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR FEBRUARY 9, 2026
JANUARY 2026 FINANCIALS

GENERAL FUND - ACCT NO. 137766

BALANCE JANUARY 1, 2026		\$		803,578.29
RECEIPTS				
	BUFFALO COUNTY	\$		293,833.94
	DAWSON COUNTY	\$		15,328.98
	ESU 10 - SUB PAY	\$		150.00
	FIRSTIER INTEREST	\$		1,674.64
	NASB - REFUND OVERPAYMENT	\$		1,393.00
	PHELPS COUNTY	\$		277,164.36
	PRESCHOOL PAYMENTS	\$		2,640.00
	STATE - APPORTIONMENT	\$		73,578.08
	STATE - SPEDFRS	\$		76,997.00
	STATE - JANUARY STATE AID	\$		86,995.69
	TOTAL RECEIPTS			829,755.69
AVAILABLE BALANCE		\$		1,633,333.98
DISBURSEMENTS:				
	BILLS PAID JANUARY 12, 2026	\$		66,195.00
	EFUNDS FEES	\$		-
	ACH FEES	\$		10.00
	PAYROLL	\$		402,608.49
	TOTAL DISBURSEMENTS			468,813.49
BALANCE JANUARY 31, 2026		\$		1,164,520.49

DEPRECIATION FUND

ACCT 4152		\$	BALANCE JANUARY 1, 2026	200,754.35
		\$	EXPENSES	-
		\$	TRANSFER FROM GENERAL ACCOUNT	-
		\$	INTEREST	326.96
	BALANCE JANUARY 31, 2026			201,081.31
ACCOUNT 1241 (FROM 0119)		\$	BALANCE JANUARY 1, 2026	567,318.10
		\$	EXPENSES	-
		\$	INTEREST	-
		\$	TRANSFER FROM GENERAL FUNDS	-
	BALANCE JANUARY 31, 2026			567,318.10
	DEPRECIATION BALANCE JANUARY 31, 2026	\$		768,399.41

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR FEBRUARY 9, 2026
JANUARY 2026 FINANCIALS

<u>BENEFIT FUND (UNEMPL CD)</u>	ACCOUNT 0125 CLOSED	\$	-
<u>BUILDING FUND</u>	BALANCE JANUARY 1, 2026	\$	736,474.20
	BUFFALO COUNTY	\$	17,531.84
	DAWSON COUNTY	\$	972.19
	PHELPS COUNTY	\$	17,342.82
	WILKINS ARCHITECTURE DESIGN	\$	(144.70)
	INTEREST EARNED	\$	1,217.63
	BALANCE JANUARY 31, 2026	\$	773,393.98
BOND FUND OPENED 01/01/2023	BALANCE JANUARY 1, 2026	\$	49,286.75
	BUFFALO COUNTY	\$	68,060.47
	DAWSON COUNTY	\$	3,704.13
	PHELPS COUNTY	\$	67,118.84
	BOK FINANCIAL - BOND PAYMENT	\$	-
	BALANCE JANUARY 31, 2026	\$	188,170.19
ELEM CONSTRUCTION (NLAF)	BALANCE JANUARY 1, 2026	\$	-
	DIV REINVESTMENT	\$	-
	TRANSFER TO ELEM CONSTRUCTION	\$	-
	BALANCE JANUARY 31, 2026	\$	-
ELEM CONSTRUCTION (FIRSTIER) (ACCOUNT 7078)	BALANCE JANUARY 1, 2026	\$	3,137.15
	INTEREST EARNED	\$	7.86
	TRANSFER FROM NLAF	\$	-
	TRANSFER FROM CONSTRUCTION FUND CD	\$	-
	ADJUSTMENT	\$	-
	BD CONSTRUCTION	\$	-
	BALANCE JANUARY 31, 2026	\$	3,145.01
SWEEP SAVINGS ACCOUNT	ACCOUNT CLOSED	\$	-
CONSTRUCTION FUND CD	ACCOUNT CLOSED	\$	-

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 9, 2026
 JANUARY 2026 FINANCIALS

LUNCH FUND

BALANCE JANUARY 1, 2026 \$ 69,877.97

RECEIPTS

LUNCH SALES	\$	6,716.50
EFUND PAYMENTS	\$	2,347.37
GENERAL FUND TRANSFER	\$	-
FEDERAL REIMBURSEMENT BREAKFAST	\$	3,742.61
FEDERAL REIMBURSEMENT LUNCH	\$	1,507.78
STATE - LOCAL FOOD GRANT	\$	-
STATE REIMBURSEMENT LUNCH	\$	-
STATE REIMBURSEMENT BREAKFAST	\$	-
TOTAL RECEIPTS	<u>\$</u>	<u>14,314.26</u>
AVAILABLE BALANCE	\$	84,192.23

DISBURSEMENTS

FOOD/GROCERIES/MILK ETC.	\$	9,110.67
SUPPLIES	\$	291.48
MISC (REIMBURSEMENTS, BANK & EFUNDS FEES)	\$	-
NEBRASKA FOOD DISTRIBUTION PROGRAM	\$	100.80
TRANSFER TO ACTIVITY FUND	\$	-
PAYROLL	\$	5,962.97
REPAIRS/MAINTENANCE	\$	-
TOTAL DISBURSEMENTS	<u>\$</u>	<u>15,465.92</u>
BALANCE JANUARY 31, 2026	\$	68,726.31

DECEMBER BILLS AS OF 2/6/2026

BERNARD FOODS	\$	-
CASHWA	\$	17,392.41
DOLLAR GENERAL	\$	-
FOSTERS FAMILY FOODS	\$	231.80
HILAND (MILK)	\$	1,892.99
MIDWEST RESTAURANT - OVEN REPAIRS	\$	1,295.82
NE FOOD DISTRIBUTION PROGRAM	\$	246.50
JANUARY PAYROLL (ESTIMATE)	\$	7,000.00
	<u>\$</u>	<u>28,059.52</u>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 9, 2026
 JANUARY 2026 FINANCIALS

STUDENT ACTIVITY FUND

	BALANCE JANUARY 1, 2026	\$	39,339.13
RECEIPTS	ATHLETICS & ACTIVITIES	\$	50,815.18
	CLUB & CLASS ACCOUNTS	\$	1,408.50
	DISTRICT ACTIVITIES	\$	3,863.44
	AD SALES & WRESTLING SPONSORS	\$	1,035.42
	TOTAL RECEIPTS	\$	57,122.54
EXPENSES	ATHLETICS & ACTIVITIES	\$	36,136.87
	DISTRICT ACTIVITY EXPENSES	\$	3,993.29
	CLUB & CLASS ACCOUNTS	\$	54.00
	TOTAL EXPENSES	\$	40,184.16
	BALANCE JANUARY 31, 2026	\$	56,277.51

RESIGNATION AGREEMENT

THIS RESIGNATION AGREEMENT (the "Agreement") is entered into by and between Kim Beran (hereinafter referred to as "Beran") and the Board of Education of Buffalo County School District 10-0009, a/k/a, Elm Creek Public Schools (hereinafter referred to as the "District").

WHEREAS, Beran is currently employed by the District as the Superintendent of Schools;
and

WHEREAS, on January 8, 2024, the District approved, and Beran agreed to, a Superintendent Contract for Beran to commence on the 1st day of July, 2024, and expiring on the 30th day of June, 2026; and

WHEREAS, the parties now wish to and do hereby execute this Agreement constituting a full and complete settlement of all questions regarding Beran's employment relationship with the District;

NOW, THEREFORE, in consideration of the agreements and consideration contained herein, Beran and the District agree as follows:

1. Resignation and Remainder of 2025-2026 Contract Year. Beran shall remain an employee in the District through June 30, 2026. Beran shall submit a letter of resignation, effective June 30, 2026, and the District shall approve this Agreement and accept such resignation at its next scheduled Board meeting. By signing this Agreement, Beran unconditionally submits her complete and voluntary resignation, effective June 30, 2026, and the District unconditionally accepts her resignation, effective June 30, 2026.

Along these lines, Beran is required to attend board and committee meetings, report to work in-person, and otherwise tend to the regular duties of Superintendent of Schools. She will perform these duties in good faith and in accord with the terms and provisions of the above-referenced contract between Beran and the District. For the remainder of the 2025-2026 contract year, the District shall continue to pay Beran the same pay and benefits, including maintaining her current health insurance, through the District's monthly payroll and in accordance with the terms of her contract. During the July 2026 regular pay period, all of Beran's accrued but unused vacation leave and personal leave will be paid to her at a rate as provided in her contract (personal days paid at the substitute daily rate and vacation days paid at her daily rate of pay). Subject to applicable withholding and deductions, and otherwise subject to the terms and conditions of this Agreement, including but not limited to her good faith, in-person performance of her work duties and pursuant to the above-referenced contract between Beran and the District, Beran shall also receive the following payments for each pay period:

- January 2026: \$10,000.00
- February 2026: \$10,000.00

- March 2025: \$5,000.00
- April 2026: \$5,000.00
- May 2026: \$5,000.00

After the July 2026 pay period, Beran is not entitled to any further monies or additional payments from the District, unless otherwise mutually agreed to in writing.

2. Full And Complete Release.

A. Release by Beran. Beran hereby releases the District, all past, present, and future members of the Board of Education, and all officers, agents, and employees of the District, in their official and individual capacities, from any and all claims arising out of Beran's employment with the District. This is a full and complete release from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees under 42 U.S.C. §1988 or other authority, with respect to, arising out of, or in relation to Beran's employment contract with the District including, but not limited to, claims or rights:

i. under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) (29 U.S.C. §621 et seq.), and the Nebraska Age Discrimination in Employment Act (Neb. Rev. Stat. §48-1001 et seq.);

ii. under the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. §1001 et seq.)

iii. under Title VI (42 U.S.C. § 2000d et seq.; 34 CFR §100 et seq.), Title VII (42 U.S.C. §2000e, et seq.) and Title IX of the Civil Rights Act of 1964 (20 U.S.C §1681; 34 CFR 106.1 et seq.);

iv. under the Civil Rights Act of 1866 and 1871 (42 U.S.C. §1981, through and including 42 U.S.C. §1988);

v. under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. §791, et seq.; 34 CFR §104, et seq.), and the Family Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.);

vi. under the Nebraska Fair Employment Practices Act (Neb. Rev. Stat. §48-1101 et seq.); the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat. §79-2,116 et seq.), the Industrial Relations Act, including unfair labor practices claims under that Act (Neb. Rev. Stat. §48-801 et seq.), and civil rights claims under Neb. Rev. Stat. § 20-148 and other state and local laws;

vii. under the Wage Payment and Collection Act (Neb. Rev. Stat. §48-1228 et seq.), excluding any amounts to be paid in accordance with this Agreement;

viii. of or relating to discrimination based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, free speech, and unlawful retaliation, before the state or federal EEOC or NEOC, or any other agency or department or state or federal courts under any state or federal constitution, law, rule, or regulation;

ix. for breach of contract and any tort, including but not limited to negligence, libel, slander, and breach of confidentiality or privacy; and

x. of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of Beran's employment with the District or this Agreement.

This release does not waive rights or claims under the referenced discrimination laws that may arise in the future and after this Agreement is executed. Notwithstanding any of the foregoing, nothing in this Agreement prevents Beran from filing a claim with or participating in investigations initiated by any government agency charged with enforcement of any law. As stated above, Beran has waived the right to recover monetary damages or other individual relief in connection with any such charge, claim, or investigation.

Notwithstanding anything to the contrary herein, nothing in this Paragraph or Agreement shall preclude or prevent Beran from bringing suit to enforce any provision of this Agreement, or seek any damages or remedies under this Agreement, if the District breaches this Agreement.

B. Encouragement to Consult Attorney. Beran acknowledges that she has been encouraged to consult an attorney prior to signing of this Agreement and verifies that she has, in fact, consulted an attorney and understands her release of claims against the District. Beran agrees that this Release and all the terms and conditions of this Transition Agreement have been fully explained to and are understood by her.

C. Release by the District. The District hereby releases Beran from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees or other authority, with respect to, arising out of, or in relation to Beran's employment with the District.

Notwithstanding anything to the contrary herein, nothing in this paragraph or Agreement shall preclude or prevent the District from bringing suit regarding any provision of this Agreement, or seeking any damages or remedies under this Agreement, if Beran breaches this Agreement.

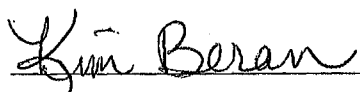
3. **Non-Disparagement.** Both Beran and the District agree to remain professional during the remainder of the 2025-2026 school year. To this end, to the extent permitted by law or unless otherwise required by law or court order, Beran agrees to refrain from disparaging the District. In exchange, the District, to the extent permitted by law or unless otherwise required by law or court order, agrees to refrain from disparaging Beran.

4. **Property.** After June 30, 2026, Beran shall not retain any District property, including, but not limited to, school keys or other access device, school badge, school electronic devices, and student records. On or before June 30, 2026, Beran shall work cooperatively with District Administration in order for Beran to return any school property that she may have in her possession or control not later than a date reasonably and mutually agreed upon by Beran and District Administration.

5. **Cancellation of this Agreement.** Both Beran and the District acknowledge that this Agreement was reached as a compromise to the ending of Beran's employment with the District. During the term of this Agreement, Beran must perform her duties in-person, in good faith, and to the best of her abilities. Beran will not unreasonably utilize leave or otherwise fail to perform, with good faith and to the best of her abilities, the duties of Superintendent of Schools. If Beran fails to abide by or adhere to the terms of this Agreement, then the Board may proceed with the cancellation of Beran's employment contract. If the District's Board of Education votes to cancel Beran's contract during the term of this Agreement, then Beran's employment and this Agreement shall end on the date so determined by the Board of Education.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties and the terms hereof are contractual and not a mere recital.

KIM BERAN



Signature

BOARD OF EDUCATION OF BUFFALO
COUNTY SCHOOL DISTRICT 10-0009,
A/K/A, ELM CREEK PUBLIC SCHOOLS

BY: 

Authorized Official

Dated this 5th day of January 2026.

Dated this 14 day of January 2026.

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ELM CREEK PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Elm Creek Public Schools**, legally known as **Buffalo County School District 10-0009**, and referred to as "the Board" and "the District" respectively, and **Brandon Marquez**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of two (2) year(s) beginning on July 1, 2026, and expiring on June 30, 2028. References to "contract year" shall mean the period from July 1st through June 30th. The Superintendent's generally expected working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December 2027 board meeting (and each December thereafter)** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. 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. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$135,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2026. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the

contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. The Superintendent shall assist with activity supervision responsibilities as needed, including attendance at and oversight of school-sponsored events. By agreement with the Board, the Superintendent may undertake consultative

work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

Section 7. Board-Superintendent Relationship. The Superintendent is responsible for bringing policy to the board. The Board shall be primarily responsible for reviewing and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than thirty (30) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the then-current IRS rate.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** Health insurance through the District's health insurance carrier for the employee; employee and spouse; or cash-in-lieu paid at 90% of the single rate of health insurance.
- b. Dental Insurance.** Dental insurance through the District's health insurance carrier for the employee; or employee and spouse.
- c. Disability Insurance.** The Superintendent shall be provided long-term disability insurance from the District's carrier at the District's expense.
- d. Sick Leave.** The Superintendent shall be entitled to twelve (12) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

- e. Vacation.** The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.
- f. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- g. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA).

h. Physical Examination. The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees to authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$250.00 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

i. Bereavement Leave. The Superintendent will be provided leave with pay to attend and/or make preparations for the funeral of a member of the Immediate family.

1. Five (5) days will be allowed for each occurrence if the Immediate family is a spouse, father, father-in-law, mother, mother-In-law, son, son-in-law, daughter, daughter-in law, or grandchild.
2. The Superintendent will be allowed to use ten (10) available sick days in the case of the death of an Immediate family member. Immediate family members would be defined as: wife, husband, daughter, or son.
3. Three (3) days will be allowed for each occurrence if the Immediate family is defined as brother, brother-In-law, sister, or sister-In-law.
4. Two (2) days will be allowed for each occurrence if the immediate family is defined as grandparent.
5. One (1) day will be allowed for each occurrence if the immediate family is defined as aunt or uncle.

j. Holidays. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the day following Christmas, one-half day on New Year's Eve.

k. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day.

- I. **Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$750.00 or more.

Section 12. Residence/Domicile in District. The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent does not establish domicile and principal place of residence within the District at the commencement of employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of

the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; if the evaluation will be conducted at a board meeting, make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2026.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2026.

Superintendent

Superintendent Pay Transparency Notice—Proposed Contract (*Name of current or new superintendent*)

Notice is hereby given that _____ Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on _____, 20__ at ___ am/pm at the _____ Room in _____, Nebraska.

After the 2024/25 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

Enter Years Remaining on Contract Here

The estimated costs to the district for the 2024/25 year and future years are listed below:

	2024/25 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 135,000.00		\$ 135,000.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>	\$ -		\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 1,071.00		\$ 1,071.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>	\$ 10,369.08		\$ 10,369.08
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u></i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 21,235.50		\$ 21,235.50
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 676.00		\$ 676.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 168,351.58	\$ -	\$ 168,351.58



Nebraska Association of School Boards

SUPERINTENDENT JOB DESCRIPTION

NASB Superintendent Job Description

The superintendent's job description identifies the essential tasks that are assigned to and expected of the district leader. The job description may also identify reporting relationships and describe required and desirable qualifications. The board and superintendent are collectively responsible for developing and maintaining an accurate and current job description to support the superintendent. The duties should be appropriate to the position and leadership responsibilities and aligned to the accountability defined in the evaluation instrument.

Overview of the Position of Superintendent:

The superintendent of schools reports directly to the board and holds all staff accountable. The superintendent promotes leadership to ensure the district provides the best possible educational programs and services for all students within the district. The superintendent leads, guides, and directs every member of the administrative team, certified staff, and support services staff in setting and achieving the highest standards of excellence in educational programs and operations. The superintendent is responsible for a system of supervision and evaluation for all staff that is designed to meet the goals of the school district, as well as oversight and administration of the use of all facilities, property, and funds in the best interest of students, the school district, and community.

Job Requirements:

- Education Specialist Degree or Doctorate
- Nebraska Administrative and Supervisory Certificate
- Experience (as defined by the board)

Reports to:

The superintendent of schools reports directly to the board and may delegate specific powers or duties to assistants or subordinates, while maintaining final responsibility of actions taken.

Job Responsibilities:

The superintendent is the chief executive officer of the school district and serves in both a leadership and management role. The superintendent may delegate performance of management; however, the superintendent will maintain final responsibility for actions taken.

Performance Responsibilities:

The job responsibilities of the superintendent include the ability to function effectively by each of the following standards. The superintendent's duties, role, and responsibilities make up an increasingly diverse position. District leadership at this level is charged with student learning and success, staff, legislative issues, financial development and management, and working with the school board and the community. The superintendent must also develop a vision and strategy that encompasses all of these elements and engage district stakeholders to ensure the district provides an education in the best interest of all students. The board, in cooperation with the superintendent, must monitor, review, and

update the job description to reflect the work of the superintendent as he/she performs his/her duties and responsibilities defined in board policy.

The NASB Board Leadership Team offers the following performance indicators, modelled upon the NASB Standards for Effective Board Governance, to aid in the purposeful development of a superintendent job description that is aligned with effective board governance.

STANDARD I: MISSION, VISION & GOALS

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

Performance Indicators:

- Develops, implements, and monitors plans for accomplishing the district mission, vision, and goals.
- Engages internal and external stakeholders in the educational vision and priorities of the district.
- Reviews and updates the progress of the School Improvement Plan.
- Leads the board in the development of a vision to support goals and long-range decision making.
- Provides and advocates for decision-making based upon data and best practice in allocation of district resources.
- Plans, formulates, recommends, and advises the board concerning various issues, trends, concerns, and/or any legislation that may impact the district's mission or strategic plans.

STANDARD II: POLICY

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

Performance Indicators:

- Provides guidance to the board in the development of policy adoption and revisions.
- Implements administrative protocols and procedures via effective and purposeful board policy.
- Provides public access to district policy and ensures all handbooks are aligned to board policy.
- Monitors administrators in providing procedural enforcement and regulation.
- Conducts all meetings of the board in accordance with the Nebraska Open Meetings Law.
- Conducts all school business and decision-making within the parameters of NDE rules and regulations, state and federal laws, and board policy.
- Files all reports required by state or federal law/regulations.

STANDARD III: BUDGET PLANNING & MANAGEMENT

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

Performance Indicators:

- Educates and engages the board in discussion of the development of the budget, acting in accordance with rules and regulations, statute, and policy.
- Leads budget planning process including forecasting potential revenue, expenditures, and needs to align with available resources and district mission, vision, and goals.
- Establishes and maintains efficient procedures and effective controls for operations and all expenditures.
- Administers the adopted budget in accordance with legal requirements and board policy.
- Remains accountable to the board for utilization of fiscal and human resources.
- Provides effective financial forecasting and long- and short-term financial planning to support decision-making.
- Ensures the upkeep and maintenance of all facilities, and, in collaboration with the board, plans for long-range facilities maintenance and upkeep.
- Ensures completion of an annual CPA audit in accordance with law, board policy and prompt disclosure of findings to board and/or finance committee.

STANDARD IV: EDUCATIONAL LEADERSHIP

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

Performance Indicators:

- Assumes the key educational leadership role by promoting a culture centered around students, curriculum, and instruction to meet the needs of all students.
- Promotes the engagement of parents and families as partners in the education of students.
- Considers methods to advance programs and services to address the needs of the district.
- Validates the district is in compliance with NDE Accreditation requirements.
- Informs the board of AQuESTT status for each building and the school district.
- Ensures alignment of curriculum vertically, horizontally, and to the state standards, as well as consistent implementation of the district-adopted instructional framework.
- Integrates the district-adopted instructional framework into certificated staff evaluations.
- Provides comprehensive coursework and opportunities to ensure college/career readiness for every student.
- Optimizes alignment of resources, curriculum, and assessments to support student success.

STANDARD V: ORGANIZATIONAL & CULTURAL LEADERSHIP

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

Performance Indicators:

- Promotes a healthy environment for staff and students.
- Creates a respectful culture of shared expectations, mutual accountabilities, and constructive feedback.
- Develops a high-performing leadership team and conducts a purposeful and equitable recruiting and hiring processes.
- Resolves conflict and addresses social-emotional matters in a purposeful and timely manner.
- Coordinates a responsive district crisis and safety plan.

STANDARD VI: COMMUNITY RELATIONS

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

Performance Indicators:

- Represents the school district through effective public relations and engagement.
- Develops and sustains purposeful community partners to support the educational needs of the district.
- Establishes a visible presence and positive relationships with board members, parents, students, and community members.
- Expresses genuine interest in building a connection with students and regularly attends and participates in school activities, events, and programs.

STANDARD VII: PROFESSIONAL LEADERSHIP

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

Performance Indicators:

- Delegates duties as appropriate, with the knowledge of final responsibility for action taken.
- Models ethical leadership in word and deed that is based upon integrity, trust, and respect.
- Conducts staff observations and evaluations per board policy and legal requirements, ensuring that evaluations are completed by other district staff as assigned and improvement plans are implemented as the need is identified.
- Identifies and affords opportunities for staff to participate in professional development.
- Demonstrates a personal and professional commitment to life-long learning of current evidence-based practices and trends to support effective instruction and learning.

- Assigns conditions of employment for staff in the best interest of the district and educational programs provided for students.
- Participates, as deemed appropriate by the board, in negotiations with recognized employee bargaining groups.

STANDARD VIII: BOARD-SUPERINTENDENT RELATIONS

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

Performance Indicators:

- Serves as the educational leader of the school district.
- Assists the board in fulfilling their proper roles, responsibilities, and duties in an effective manner.
- Coordinates the work of the board through collaborative problem-solving and decision making.
- Demonstrates support and respect for the board and board committee work.
- Prepares for board adoption and distribution to the public an annual report as prescribed by NDE rules and regulations.
- Maintains an appropriate and professional relationship with all board members.
- Provides the board with facts, information, data, and recommendations for action to support informed decision-making.
- Ensures all board members are informed with timely, consistent, and open communication.

STANDARD IX: STRATEGIC PLAN

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

Performance Indicators:

- Provides evidence to validate the progress of the strategic plan priorities.
- Reviews the progress and success of the strategic plan with the board.
- Documents the progress and success of the strategic plan priorities.
- Aligns the budget and district resources to the identified needs and priorities within the strategic plan.
- Utilizes the strategic plan to support board discussion and engagement.

Elm Creek Public Schools

2026-2027 School Year Calendar

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

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

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

K-12 Student Days		Teacher Days	
Qtr 1	39.4	Qtr 1	44
Qtr 2	42.5	Qtr 2	46
Sem 1	82	Sem 1	90
Qtr 3	42.5	Qtr 3	46
Qtr 4	43.5	Qtr 4	46
Sem 2	86	Sem 2	92
Total	168	Total	182

1 comp day
1 comp day
184

Love BLUE. Live GOLD.

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

13 S / 16 T / 7 PK

- 10th-12th - No School for Students/Teacher Work & PD Day/New Teacher Orientation
- 12th - Open House for Students & Families
- 13th - First Day of School for K-12 Students/First Day of Quarter
- 19th - First Day of School for Pre-K

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

20 S / 21 T / 16 PK

- 7th - No School for Students & Staff/Labor Day
- 16th - PT Conferences
- 21st - No School for Students/Teacher Work & PD Day
- 23rd - PT Conferences

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

18.5 S / 20 T / 15 PK

- 9th - Last Day of First Quarter/1:30 Dismissal for Students
- 12th - 2nd Quarter Starts
- 15th-16th - No School for Students & Staff/Fall Break
- 19th - No School for Students/Teacher Work & PD Day

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

17 S / 18 T / 14 PK

- 11th - Veteran's Day Program & Breakfast
- 16th - No School for Students/Teacher Work & PD Day
- 25th-27th - No School for Students & Staff/Thanksgiving Break

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

13.5 S / 15 T / 11 PK

- 18th - Last Day of 2nd Quarter & 1st Semester/1:30 Dismissal for Students
- 21st - No School for Students/Teacher Work & PD Day
- 22nd - 31st - No School for Students & Staff/Holiday Break

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

18 S / 20 T / 15 PK

- 1st - No School for Students & Staff/Holiday Break
- 4th - No School for Students/Teacher Work & PD Day
- 5th - 3rd Quarter Starts
- 15th - No School for Students/Wrestling Invite

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

17 S / 18 T / 14 PK

- 15th - No School for Students/Teacher Work & PD Day
- 17th - PT Conferences
- 18th - 19th No School for Students & Staff/Break
- 24th - PT Conferences

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

18.5 S / 19 T / 18 PK

- 5th - No School for Students & Staff/Break
- 11th - Last Day of 3rd Quarter/1:30 Dismissal for Students/No School for PM PK Students
- 12th - No School for Students & Staff/Break
- 15th - 4th Quarter Starts
- 26th-29th - No School for Students & Staff/Spring Break

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

21 S / 22 T / 16 PK

- 19th - No School for Students/Teacher Work & PD Day

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

11.5 S / 13 T / 3 PK

- 5th - Seniors Last Day
- 12th - Last Day for PK Students
- 8th - Senior Graduation
- 18th - Last Day of 4th Qtr/2nd Sem for Kind-11th/1:30 Dismissal for Students
- 19th - No School for Students/Teacher Work & PD Day

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

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



3014

Use of School Property

1. Use of Specific Facilities by Application and Agreement
 - a. The district permits non-commercial use of the weight room by individual patrons for their personal health and wellness. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. Patrons who wish to have access to the weight room must pay an annual (March 1 to February 28) fee set by the Board for a key fob. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
 - b. The weight room facilities may only be used after completion of the district's written waiver and agreement form and payment of the fee. Information must be updated and fee paid yearly between January 1 and February 28. Any agreement signed after February 28th will only be valid until the following March 1, no prorated fee will be offered
 - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.
 2. General Facilities Use Guidelines
 - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
 - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and
-

other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.

- c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
- d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
-

- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups composed primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

4. Use of School Property by Student Groups

- a. Curriculum-related and Extracurricular student groups
 - i.) Curriculum-related and extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
 - ii.) The district shall bear any costs associated with use by these groups (e.g., the fee paid to a cook or a custodian required to be in attendance).
 - iii.) Curriculum-related and extracurricular student groups have priority over non-curriculum related student groups and non-student groups.
- b. Non-curriculum related student groups
 - i.) Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.

(1) Such uses shall occur while the building is normally open and

ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

b. Denial of access

i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.

ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.

iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.

1. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

2. Proof of Insurance

a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for

all claims arising out of a single occurrence.

b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

3. No Fees for Admission

a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.

b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.

c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: December 14, 2020

Revised on: March 11, 2024

Reviewed on: March 11, 2024; February 9, 2026

3015

Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 13, 2023; February 9, 2026

3021

Operation of School Business Office

The central office of the school district shall generally be open for business from 7:30 a.m. to 4:00 p.m. every weekday except for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Good Friday, and Christmas Day. The office shall generally be open, even on days when school is canceled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: December 14, 2020

Revised on: February 13, 2023; February 9, 2026

Reviewed on:

Automatic External Defibrillator (AED) Program

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

2. Program Coordinator

a. The School District's AED Program Coordinator is the schools designated Medication Aid personnel.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually

- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Medical Oversight

- a. The medical advisor of the AED program is James Nelson, MD.
- b. The medical advisor has ongoing responsibility for:
 - Providing medical direction for use of AEDs
 - Writing a prescription for AEDs
 - Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardiopulmonary resuscitation
 - Evaluation of post-event review forms and digital files downloaded from the AED

4. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023; February 9, 2026



Proposal:
Additional Verkada Cameras

Prepared for:
Elm Creek Public Schools

Prepared by:
Justin Peppard

We see beyond in everything we do. Beyond titles or tasks. Beyond today's challenges and tomorrow's goal. When someone, colleague or client, is in need we are there ready to find a way to help. This philosophy carries through our office locations, in the field, and across our communities. Doing what's right, even when no one is watching. That's Kidwell.



Prepared For:

Elm Creek Public Schools

Kim Beran
230 E Calkins Avenue
Elm Creek, NE 68836
United States

Prepared By:

Justin Peppard

jpeppard@kidwellinc.com
KIDQ23723-02
1/19/2026

Additional Verkada Cameras

Project Scope:

Kidwell will provide & install additional Verkada cameras at Elm Creek Public Schools.

Kidwell will provide & install (10) 1-year camera licenses, (1) 5MP interior dome camera with a fixed lens & IR, (1) 5MP interior dome camera with a varifocal lens & IR, (1) 5MP exterior dome camera with a varifocal lens & IR, (1) 12MP fisheye camera with IR, (6) 5MP interior mini dome cameras with a fixed lens & IR, all required camera mounting hardware, and (1) new cable drop.

Owner to provide all required PoE+ network switch ports.

Kidwell is not responsible for schedule delays caused by others and/or material delays.

Notes:

Proposal assumes that all existing/owner-provided equipment is functioning properly and is in good working condition.

Proposal assumes that existing conduits and raceways are free from obstructions and can be re-used.

Proposal assumes all new IP cameras are within 300' of an owner-provided PoE+ network switch.

Proposal does not include any cabinets or shelves for equipment.

Important Contact Information:

Kidwell Support: dispatch@kidwellinc.com - 402.473.7788

Items Not Included:

Alarms license.

Network switches.

Uninterruptible power supply (UPS).

Data drops over 300'.

Patch panels.

Patching or painting.

Disposal of any decommissioned equipment.

Lift rental.

Configurations to owner's network.

Conduit or surface raceway.

PC or monitor.

Warranty on any existing equipment.

Network connection between buildings.

Base Bid:

\$13,315.00

Hardware:

- 1 CD43 Indoor Dome Camera, 5MP, Fixed Lens, 256GB, 30 Days Max
- 1 CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB, 30 Days Max
- 1 CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB, 30 Days Max
- 1 CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB, 30 Days Max
- 6 CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB, 30 Days Max

Software:

- 10 1-Year Camera License

Cabling:

- 1 New Plenum-Rated CAT6 Cabling Run

Services & Other Totals:

System Installation	Included
Labor to decommission nine (9) existing Cameras	Included
Shipping & Handling	Included
Lift Rental	Not Included

Quote Valid 10 Days from Proposal Date



Serving
the Midwest
Since 1948

Proposal Summary

Base Bid:

\$13,315.00

* By signing, CUSTOMER ACKNOWLEDGES that they have reviewed and understand all attached terms and conditions of this agreement.

Grand Total:

\$13,315.00

Notes:

* Sales Tax has not been included in this proposal.

Terms:

* 50% Down Required before any work can begin

* Remaining Payment to be made as follows: MONTHLY - ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

* Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

Authorized Kidwell Representative: Dave Black Date: 1/19/2026

Signed by:

Customer Signature: Kim Beran Date: 1/19/2026

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LINCOLN

3333 Folkways Circle
Lincoln, NE 68504

OMAHA

7050 S. 110th St.
La Vista, NE 68128

KEARNEY

414 E. 6th St.
Kearney, NE 68847

COLUMBUS

118 23rd St. #118
Columbus, NE 68601

SIOUX FALLS

100 E. 6th St.
Sioux Falls, SD 57104

DES MOINES

3000 Westown Pkwy
Des Moines, IA 50266

Quote Valid 10 Days from Proposal Date



Serving
the Midwest
Since 1948

Contract Terms & Conditions

The following terms and conditions are incorporated into the Agreement between Kidwell and the Customer:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Standard of Performance; Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. This warranty is void if Customer has modified the system. Kidwell disclaims all warranties either express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that (i) the services will meet Customer requirements or expectations; (ii) the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; (iii) Kidwell will detect or report intrusions or attempted intrusions; or (iv) all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer; provided, however, that if the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell in its sole discretion, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Governing Law. This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, pandemic, supply chain interruption, or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.



Customer Address Verification

**Please verify the following JOB SITE address and BILLING address.
If changes are required, please use the provided lines. If correct, please sign at bottom of page.**

JOB SITE ADDRESS

Job Site Contact: Kim Beran
Email Address: kim.beran@elmcreekschools.org
Company Name: Elm Creek Public Schools
Address: 230 E Calkins Avenue
Elm Creek, NE 68836

If CHANGES need made to the JOB SITE ADDRESS, use these lines:

Job Site Contact: _____
Email Address: _____
Company Name: _____
Address: _____

BILLING ADDRESS

Billing Contact: Kim Beran
Email Address: kim.beran@elmcreekschools.org
Company Name: Elm Creek Public Schools
Address: 230 E Calkins Avenue
Elm Creek, NE 68836

If CHANGES need made to the BILLING ADDRESS, use these lines:

Billing Contact: _____
Email Address: _____
Company Name: _____
Address: _____

I verify all address information is correct or I have provided the correct address information.

Customer Signature: ^{Signed by:} Kim Beran **Date:** 1/19/2026
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