

## Board of Education Regular Meeting

Monday, January 14, 2019 6:00 PM

### 1. Call to Order

### 2. Open Meetings Act

### 3. Roll Call

### 4. Review of Agenda

Motion to approve the agenda as presented Passed with a motion by JC Ourada and a second by Suzanne Brodine.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

### 5. Oath of Office for Newly Elected Board Members

### 6. Election of Officers

#### 6.1. Election of President

Nomination of JC Ourada for President and to cease nominations Passed with a motion by Morgan Fouts and a second by Suzanne Brodine.

JC Ourada: Abstain (With Conflict), Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, Dana Steiner: Yea

#### 6.2. Election of Vice President

Nomination of Suzanne Brodine for Vice President Passed with a motion by Morgan Fouts and a second by JC Ourada.

Suzanne Brodine: Abstain (With Conflict), Alicia Beavers: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

#### 6.3. Election of Secretary

Nomination of Alicia Beavers for Secretary and to cease nominations Passed with a motion by Dana Steiner and a second by JC Ourada.

Alicia Beavers: Abstain (With Conflict), Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

#### 6.4. Election of Treasurer

Nomination of Morgan Fouts for Treasurer and to cease nominations Passed with a motion by Jeff Meads and a second by JC Ourada.

Morgan Fouts: Abstain (With Conflict), Alicia Beavers: Yea, Suzanne Brodine: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

### 7. Appointments, Designations, and Authorizations for 2019

Motion to approve all appointments, designations, and authorizations for 2019 Passed with a motion by JC Ourada and a second by Morgan Fouts.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

- 7.1. Appoint Superintendent of Schools as the district financial officer
- 7.2. Authorize the Superintendent of Schools as the official district representative for all local, state, and federal programs
- 7.3. Appoint Superintendent of Schools as federal program officer
- 7.4. Designate the Beacon Observer as the official district newspaper
- 7.5. Designate First Tier Bank as depository of district funds
- 7.6. Designate the law firm of KSB School Law, PC, LLO to act as legal counsel for the school district.
8. 2019 Committee Appointments
  - 8.1. Buildings and Grounds  
Appoint Morgan Fouts, Jeff Meads, and Alicia Beavers to the Buildings and Grounds Committee Passed with a motion by JC Ourada and a second by Suzanne Brodine.  
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
  - 8.2. Negotiations
  - 8.3. Transportation
  - 8.4. Finance, Curriculum and Technology
  - 8.5. Americanism
9. Approval of Current Board Policies and Regulations  
Motion to approve Current Board Policies and Regulations Passed with a motion by JC Ourada and a second by Jeff Meads.  
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
10. Annual Policy review schedule - one section per month beginning in February.  
Motion to approve Annual Policy review schedule - one section per month beginning in February. Passed with a motion by JC Ourada and a second by Suzanne Brodine.  
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
11. Conflict of Interest - Employment of Family Member(s) of a Board Member
  - 11.1. Dissemination of Board Members Conflict of Interest Statutes and policies
  - 11.2. Conflicts of Interest Contracts

### 11.3. Conflict of Interest Procedures

### 12. Adjournment

To adjourn meeting at 6:29pm Passed with a motion by JC Ourada and a second by Morgan Fouts.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

## Oath of Office

Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Nebraska against all enemies, foreign and domestic; that you will bear the faith and allegiance to the same; that you take this obligation freely and without mental reservation or for purpose of evasion; and that you will faithfully and impartially perform the duties of the office of Elm Creek Public Schools Board of Education according to law to the best of your ability? And, do you further swear that you do not advocate, nor are you a member of, any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence and that, during such time as you are in this position, you will not advocate, nor become a member of, any political party or organization that advocates the overthrow of the government of the united States or of this state by force or violence? So help you God? Please answer by saying I will.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

KAREN A. HAASE  
STEVE WILLIAMS  
BOBBY TRUHE



COADY H. PRUETT  
MANDY M. GRUHLKEY  
SHARI RUSSELL, Paralegal

January 10, 2019

Elm Creek Public Schools  
Jason Sullivan, Board President  
230 East Calkins Avenue  
Elm Creek, NE 68836

**Re: *Legal Representation Agreement***

Dear Mr. Sullivan:

We are delighted to confirm our agreement to serve as legal counsel for Elm Creek Public Schools. Our representation will begin upon our receipt of a copy of this Agreement. Our practice is to provide all clients with a written engagement letter so that you have a clear understanding of the terms of our representation of you and KSB School Law's policy for billing you for legal services.

We will charge hourly rates in connection with all of the work performed for your school. We send statements each month to the board in care of the superintendent. Our statements are due and payable each month. It is our firm's practice to record time in increments of one-tenth of an hour. We will assign tasks related to representing you among all of us, based on expertise, cost and availability. Karen Haase's current hourly rate is \$315, Steve William's current hourly rate is \$315.00 and Bobby Truhe's current rate is \$275.00. We have two associate attorneys. Coady Pruett and Mandy Gruhlkey's current hourly rates are \$200.00. Shari Russell is our paralegal and her current hourly rate is \$165.00. Any work completed by our law clerk will be billed at the hourly rate of \$100.00. Our hourly rates are annually adjusted.

When our firm incurs various expenses such as photocopying, postage, mileage, and communications (long distance telephone and fax), we also include those costs in our monthly statements.

KSB School Law is not requiring you to pay an up-front retainer. However, we reserve the right to do so in the event that specific circumstances arise hereafter that would, in our judgment, require the deposit of a retainer. Any retainer provided to us will be deposited in KSB School Law's trust account. By signing this Agreement, you give KSB School Law permission to collect fees and expenses from the retainer based on our monthly billing. KSB School Law will provide you with its statement of fees and expenses paid from the retainer. You may be called upon by KSB School Law, in our discretion, to replenish the retainer amount periodically. Any unused portion of the retainer remaining after all legal fees and expenses have been paid will be returned to you. You will not earn or be paid interest on the retainer.

Our representation of the school will continue until the matter you have retained us to advise you upon is concluded, you terminate our agreement, or we withdraw from the representation. Our representation of you does not include tax advice. You may terminate our representation of you at any time, with or without reason. Your termination of KSB School Law's representation in no way relieves you of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of our file materials. Likewise, KSB School Law reserves the right to withdraw from representation under circumstances permitted by the applicable rules of professional conduct. At the conclusion of our representation of you, we will retain your legal files for a period of 7 years after we close our files. At the expiration of the 7 year period, we may destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

KSB School Law has determined that there are no current conflicts of interest in our representation of you. However, as new matters arise in our ongoing representation of you, it is possible that new circumstances could present a conflict of interest concerning that new matter. If we become aware of a conflict we will promptly advise you and exercise our ethical obligation to withdraw or decline representation on the conflicting matter as required by the applicable rules of professional conduct. By signing this agreement, you acknowledge that we have informed you of the risks and the consequences of potential conflicts.

Please give one of us a call or drop us an e-mail at [ksb@ksbschoollaw.com](mailto:ksb@ksbschoollaw.com) if you have any questions about this engagement letter, any bill for services, or any other matter pertaining our representation of you.

Yours very truly,

KSB School Law, PC, LLO

Karen A. Haase	Steve Williams	Bobby Truhe
<a href="mailto:karen@ksbschoollaw.com">karen@ksbschoollaw.com</a>	<a href="mailto:steve@ksbschoollaw.com">steve@ksbschoollaw.com</a>	<a href="mailto:bobby@ksbschoollaw.com">bobby@ksbschoollaw.com</a>
Cell (402) 499-0547	(402) 499-1869	(605) 670-2968

Approved and agreed to this \_\_\_ day of \_\_\_\_\_.

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Superintendent or other Authorized Representative