

Board of Education Regular Meeting

Monday, January 13, 2020 5:30 PM

1. Call to Order
2. Flag Salute
3. Open Meetings Act
4. Roll Call
5. Review of Agenda

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

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

Motion to amend the review of agenda to strike the name Shaina from item 6.2 Passed with a motion by Suzanne Brodine and a second by JC Ourada.

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

6. Request to Address the Board

1. Ron and Jackie Trampe

Motion to add this concern to the transportation 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

2. Cory and Shaina McIntosh

Motion to move the discussion presented by Corey McIntosh to Jeff Meads, Morgan Fouts, Alicia Beavers for further discussion in committee and respond to Mr. McIntosh by 01.23.2020. Passed with a motion by JC Ourada and a second by Alicia Beavers.

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

7. Consent Agenda

Motion to approve the Consent 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

1. Approval of Minutes of Previous Meeting(s)

2. Payment of Invoices

3. Financial Reports

4. Year to Date Revenue Report

5. Year to Date Expenditure Report

8. Old Business

9. New Business

1. Approve Superintendent of Schools contract with Dr. Bret Schroder, effective July 1, 2020

Motion to approve Superintendent of Schools contract with Dr. Bret Schroder, effective July 1, 2020 as presented. Passed with a motion by JC Ourada and a second by Alicia Beavers. Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

2. Approve purchase of a 2020 Chevrolet Express LS through the State of Nebraska contract purchase agreement. Purchase price with selected options is: \$26,836.00

Motion to approve purchase of a 2020 Chevrolet Express LS through the State of Nebraska contract purchase agreement. Purchase price with selected options is: \$26,836.00 Passed with a motion by JC Ourada and a second by Jeff Meads.

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

3. Approve para-educator replacement.

Motion made to approve a para-educator replacement 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

4. Superintendent Evaluation

5. Negotiations

10. Executive Session

Motion to enter executive session. 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

1. Motion to exit Executive Session and resume regular meeting.

Motion to exit Executive Session at 7:16 pm and resume regular Board meeting 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. Reports

1. Principal's Report

2. Superintendent Report

12. Next Regular Meeting - February 10, 2020 @ 7:00 PM

13. Adjournment

Motion to adjourn meeting at 7:33 PM 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

Board of Education Special Meeting
Wednesday, December 11, 2019 5:00 PM

1. Call to Order
2. Flag Salute
3. Open Meetings Act
4. Roll Call
5. Review Agenda

Motion to approve the agenda 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

5.1. The Board will proceed to conduct Interviews for the position of Superintendent of Schools.

6. Motion to recess at 6:00 PM

Motion to take a recess at 6:00 PM 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

- 6.1. Reconvene at 6:30 PM

7. Adjournment

Motion to adjourn at 8:30 PM Passed with a motion by Suzanne Brodine and a second by Morgan Fouts.

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

Board of Education Special Meeting
Thursday, December 12, 2019 5:00 PM

1. Call to Order
2. Flag Salute
3. Open Meetings Act
4. Roll Call
5. Review Agenda

Motion to approve the agenda as presented 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

- 5.1. The Board will proceed to conduct interviews for the position of Superintendent of Schools.

6. Executive Session

Motion to enter Executive Session to discuss personnel matters. 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

7. New Business

- 7.1. Select Superintendent

Motion to offer Candidate Q the position of Superintendent of Schools effective July 1, 2020 Passed with a motion by Suzanne Brodine and a second by JC Ourada.

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

8. Adjournment

Motion to adjourn at 9:24 pm Passed with a motion by Jeff Meads and a second by Morgan Fouts.

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

Board of Education Special Meeting
Thursday, December 5, 2019 5:00 PM

1. Call to Order

2. Flag Salute

3. Open Meetings Act

4. Roll Call

Motion to excuse Dana Steiner from the meeting 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

5. 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

6. Citizen's Comments

7. New Business

Approve request of \$450,000 line of credit from FirstTier Bank 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

Motion to amend agenda as presented to allow for Shari Becker to review Interview Documents and review Interview Process 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. Approve request of \$450,000 line of credit from First Tier Bank.

8. Executive Session

Motion to enter into Executive Session at 5:28 Passed with a motion by JC Ourada and a second by Alicia Beavers.

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

Motion to come out of Executive Session to discuss Superintendent Candidates at 7:09 PM 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

8.1. Motion to enter Executive Session to discuss Superintendent candidates.

9. Adjournment

Motion to adjourn meeting at 8:01 PM Passed with a motion by Suzanne Brodine and a second by JC Ourada.

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

Board of Education Regular Meeting
Monday, December 9, 2019 6:00 PM

1. Call to Order
2. Flag Salute
3. Open Meetings Act
4. Roll Call
5. Review of Agenda

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

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

6. Citizen's Comments
7. Consent Agenda

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

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

- 7.1. Approval of Minutes of Previous Meeting(s)
- 7.2. Payment of Invoices
- 7.3. Treasurer's Report
- 7.4. Year to Date Revenue Report
- 7.5. Year to Date Expenditure Report

8. Old Business
9. New Business

9.1. Approve quote from Conditioned Air Mechanical of \$8975.00 to replace the Mezzanine Boiler Pump.

Motion to approve the quote from Conditioned Air Mechanical of \$8975.00 to replace the Mezzanine Boiler Pump. Passed with a motion by JC Ourada and a second by Alicia Beavers.
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

10. Executive Session - to discuss negotiations

Motion to enter into Executive Session at 6:05 to discuss negotiations. 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

Exit executive session 7:19. 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

11. Reports

11.1. Principal's Report

11.2. Superintendent Report

11.2.1. Superintendent Evaluation

12. Next Regular Meeting is scheduled for January 13, 2020 at 6:00 PM

13. Adjournment

Motion to adjourn meeting. Next meeting is January, 13th at 5:00 PM. 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

Check Register

Direct

Dep. Invoice	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	

Checks Printed

01 - GENERAL FUND

Bank Account :A - General Fund

00016896	01/13/2020	ALPHAREH	ALPHA REHABILITATION P.C.		
2761	12/31/2019		01/09/2020	SPEECH & OT	396.89
				Check Total	396.89
00016897	01/13/2020	ARNOLDM	ARNOLD MOTOR SUPPLY		
76NV031173	01/03/2020		01/09/2020	BATTERIES	123.12
				Check Total	123.12
00016898	01/13/2020	BLACKHILLS	BLACK HILLS ENERGY		
122419-01	12/24/2019		01/09/2020	225 E BOYD	881.07
122419-40	12/24/2019		01/09/2020	230 E CALKINS	2,923.40
122419-94	12/24/2019		01/09/2020	122 N CHURCH	36.27
				Check Total	3,840.74
00016899	01/13/2020	C&S TRUCK	C&S TRUCK & SALVAGE		
94872	12/19/2019		01/09/2020	2012 BUS	380.05
				Check Total	380.05
00016900	01/13/2020	CENTRALFIR	CENTRAL FIRE & SAFETY, INC		
20192224	12/26/2019		01/09/2020	INSPECTION & REPAIRS	185.00
				Check Total	185.00
00016901	01/13/2020	CENTURY	CENTURYLINK		
12292019	12/29/2019		01/09/2020	TELEPHONE SERVICE	323.52
				Check Total	323.52
00016902	01/13/2020	CHEMSEARCH	CHEMSEARCH		
3781850	12/12/2019		01/09/2020	LEMON AEROSOL	379.70
				Check Total	379.70
00016903	01/13/2020	CIRCLESP	CIRCLE S PLUMBING		
985	12/10/2019		01/09/2020	WINTERIZE STADIUM	114.48
				Check Total	114.48
00016904	01/13/2020	ECOLAB	ECOLAB PEST ELIMINATION		
1111993	12/13/2019		01/09/2020	SOLAR SALT	192.00
8234322	12/19/2019		01/09/2020		71.01
				Check Total	263.01
00016905	01/13/2020	ELECTRONIC	ELECTRONIC CONTRACTING CO.		
ln051490	12/15/2019		01/09/2020	QUARTERLY MONITORING	81.00
				Check Total	81.00
00016906	01/13/2020	ESU10	Educational Service Unit 10		
010120-11	01/01/2020		01/09/2020	OLYMPIAD, CAVSC REPAIRS	110.00

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
	010120-12	01/01/2020		01/09/2020	VOC EVAL	528.11
	010120-78	01/01/2020		01/09/2020	DEAF ED	760.01
	010120-79	01/01/2020		01/09/2020	PHYS THERAPY	1,072.32
	010120-80	01/01/2020		01/09/2020	SUPERVISION	3,016.74
	010120-81	01/01/2020		01/09/2020	OCCUPATIONAL THER	3,243.20
	010120-84	01/01/2020		01/09/2020	PSYCH SERVICES	7,405.68
	010120-85	01/01/2020		01/09/2020	AUDIOLOGY	211.92
					Check Total	16,347.98
00016907	01/13/2020		FOSTERC		CURT FOSTER	
	010120	01/01/2020		01/09/2020	RENT	100.00
					Check Total	100.00
00016908	01/13/2020		FOSTFAMI		Foster's Family Foods	
	12312019-14	12/31/2019		01/09/2020	SPED	55.97
	12312019-54	12/31/2019		01/09/2020	BATTERIES, CLX WIPES	85.75
					Check Total	141.72
00016909	01/13/2020		GRACZYKL		GRACZYK LAWN & LANDSCAPE	
	54777	12/13/2019		01/09/2020	FOOTBALL FIELD SERV	179.20
					Check Total	179.20
00016910	01/13/2020		GRACZYKS		GRACZYK SPRINKLERS	
	4979	12/03/2019		01/09/2020	WINTERIZE SPRINKLERS	35.00
					Check Total	35.00
00016911	01/13/2020		HAPPP		HAPP PUBLISHING	
	DECEMBER	12/31/2019		01/09/2020	MINUTES, NOTICES	191.29
	NOVEMBER	11/30/2019		01/09/2020	MINUTES, NOTICES	100.42
					Check Total	291.71
00016912	01/13/2020		HOMETOWN		Hometown Leasing	
	01012020	01/01/2020		01/09/2020	COPIERS	1,420.00
					Check Total	1,420.00
00016913	01/13/2020		ISLANDSU		Island Supply Welding	
	213597	12/31/2019		01/09/2020	CYL RENTAL	69.44
					Check Total	69.44
00016914	01/13/2020		KELLYSA		KELLY'S SALES & AG SERVICE	
	20212	11/08/2019		01/09/2020	2006 VAN INSPECTION ETC	171.78
	20289	11/22/2019		01/09/2020	2014 INSPECTION ETC	168.83
	20306	11/22/2019		01/09/2020	2012 INSPECTION, REPAIRS	514.34
	20307	11/22/2019		01/09/2020	2016 INSPECTION	65.00
	20311	11/22/2019		01/09/2020	2007 INSPECTION	65.00
					Check Total	984.95
00016915	01/13/2020		KSBSCHOOL		KSB SCHOOL LAW	

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	7241	01/02/2020		LEGAL SERVICES	630.00
				Check Total	630.00
	00016916 51564223	01/13/2020 12/31/2019	LINWELD	MATHESON TRI GAS SHOP	182.64
				Check Total	182.64
	00016917 L773965	01/13/2020 11/15/2019	LOCKMOB	Lockmobile 2 DUPLICATE KEYS	4.40
				Check Total	4.40
	00016918 94302	01/13/2020 01/03/2020	MENARDS	MENARDS - KEARNEY Bulbs, Fltrs, Disin Wps, Etc	225.42
				Check Total	225.42
	00016919 AXT1219-31	01/13/2020 01/03/2020	MOSAIC	MOSAIC DECEMBER 2019 SERVICES	2,668.68
				Check Total	2,668.68
	00016920 INV-05124-K4P8 J5	01/13/2020 12/12/2019	NASB	NEBRASKA ASSN OF SCHOOL BOARDS BRODINE WORKSHOP	65.00
				Check Total	65.00
	00016921 57-7208BUS	01/13/2020 12/03/2019	NE SAFETY	NEBRASKA SAFETY CENTER SMALL VEHICLE CLASS	100.00
				Check Total	100.00
	00016922 121619-6740 121619-6744 121619-6748	01/13/2020 12/16/2019 12/16/2019 12/16/2019	NPPD	NEBRASKA PUBLIC POWER DISTRICT BUS BARN BALL FIELD 230 E CALKINS	52.04 51.05 4,077.47
				Check Total	4,180.56
	00016923 00503440 01404551	01/13/2020 01/01/2020 01/03/2020	OKEEFELE	O'KEEFE ELEVATOR COMPANY, INC MAINTENANCE REPAIRS ETC	313.23 414.96
				Check Total	728.19
	00016924 JANUARY	01/13/2020 01/01/2020	PAYFLEX	PAYFLEX SYSTEMS USA JANUARY 2020 FEES	150.00
				Check Total	150.00
	00016925 01012020	01/13/2020 01/01/2020	PIONEERTE	PIONEER TELEPHONE LONG DISTANCE	106.27
				Check Total	106.27
	00016926	01/13/2020	QUILL	Quill	

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
	3514912	12/20/2019		01/09/2020	SHARPIES, INK	87.14
	3540785	12/23/2019		01/09/2020	3 HOLD PUNCH - ADJ	6.99
					Check Total	94.13
00016927		01/13/2020	RETHINK		RETHINK	
	INV-040693	12/23/2019		01/09/2020	SUBSCRIPTION	1,017.00
					Check Total	1,017.00
00016928		01/13/2020	SAUERESSIG		Jan Saueressig	
	01092020	01/09/2020		01/09/2020	NOV & DEC MILEAGE	1,129.88
					Check Total	1,129.88
00016929		01/13/2020	SERVICE		SERVICEMASTER OF MID NE	
	17786	12/31/2019		01/09/2020	2010 ADDITION	3,784.87
	17787	12/31/2019		01/09/2020	ELEMENTARY FACILITY	4,061.15
					Check Total	7,846.02
00016930		01/13/2020	SHI		SHI INTERNATIONAL CORP	
	B10729832	10/15/2019		01/09/2020	License for Access Points	6,304.00
					Check Total	6,304.00
00016931		01/13/2020	SPARQDATA		SPARQDATA SOLUTIONS	
	1617	12/19/2019		01/09/2020	SPARQ SUBSC	4,160.00
					Check Total	4,160.00
00016932		01/13/2020	STATENE		STATE OF NEBRASKA	
	1196172	12/01/2019		01/09/2020	NOV 2019	409.88
					Check Total	409.88
00016933		01/13/2020	VERIZON		VERIZON WIRELESS	
	9843611665	12/29/2019		01/09/2020	CELL PHONE	66.88
					Check Total	66.88
00016934		01/13/2020	VILLAGEE		Village Of Elm Creek	
	010920	01/09/2020		01/09/2020	WATER, SEWER	742.50
					Check Total	742.50
00016935		01/13/2020	WELLSF		WELLS FARGO BUSINESS CARD	
	122719-9810	12/27/2019		01/09/2020	CHRISTMAS CARDS	209.00
					Check Total	209.00
00016936		01/13/2020	WEXBANK		WEX BANK	
	63064838	12/31/2019		01/09/2020	FUEL	1,775.65
					Check Total	1,775.65
00016937		01/13/2020	WOODWARDS		WOODWARDS DISPOSAL SERVICE	
	NO8900-803	12/24/2019		01/09/2020	DOC DESTRUCTION	25.00

ALL Data

Check Register

Arranged by:
Check Number

Direct

Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	
Check Total					25.00
01 - GENERAL FUND Totals:					58,478.61
Total of Checks Printed:					58,478.61
Report Total:					58,478.61

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 09/01/2019 to 12/31/2019.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
ECHS	Elm Creek High School							
A	Athletics							
		3030	Uniforms	-5,319.14	0.00	207.23	0.00	-5,526.37
		3031	Basketball	-2,325.37	4,865.00	9,263.01	0.00	-6,723.38
		3033	Cheer	-6,116.37	8,909.41	498.16	-1,264.47	1,030.41
		3034	Cross Country	-295.44	0.00	380.00	0.00	-675.44
		3035	Football	-6,707.63	16,254.81	16,092.92	0.00	-6,545.74
		3038	Golf	-2,039.71	0.00	0.00	0.00	-2,039.71
		3041	Track	-5,100.54	1,437.05	980.32	0.00	-4,643.81
		3042	Volleyball	-2,384.81	9,168.30	12,690.80	0.00	-5,907.31
		3044	Wrestling	-5,353.22	810.00	2,483.64	0.00	-7,026.86
			A Totals:	-35,642.23	41,444.57	42,596.08	-1,264.47	-38,058.21
B	Activities							
		1739	Speech	-2,066.21	2,859.25	0.00	0.00	793.04
		1748	School Play	671.80	0.00	0.00	0.00	671.80
		1749	One Act Play	-471.31	2,306.60	1,111.78	-583.15	140.36
		2038	Drama	0.00	0.00	0.00	0.00	0.00
		2084	Fine Arts	0.00	0.00	0.00	0.00	0.00
			B Totals:	-1,865.72	5,165.85	1,111.78	-583.15	1,605.20
C	Clubs & Organizations							
		1740	ESports	-2,390.09	1,038.25	208.30	-623.90	-2,184.04
		1742	Mock Trial	141.85	0.00	0.00	0.00	141.85
		1743	Band Club	880.73	30.00	0.00	0.00	910.73
		1744	Choir Club	0.00	0.00	0.00	0.00	0.00
		3001	Stu Council	201.12	1,391.06	1,031.22	-597.80	-36.84
		3002	FFA	3,351.32	13,086.01	12,018.87	-294.70	4,123.76
		3003	FCCLA	4,417.64	0.00	57.25	0.00	4,360.39
		3005	NHS	892.52	1,002.61	1,086.63	0.00	808.50
		3032	Boys Basketball Club	501.61	3,554.50	3,405.81	-100.27	550.03
		3036	Football Club	3,041.78	1,857.58	1,557.53	35.00	3,376.83
		3037	Girls Basketball Club	630.16	939.00	375.76	-291.05	902.35
		3043	Volleyball Club	953.59	3,809.00	6,414.01	0.00	-1,651.42
		3045	Wrestling Club	1,466.14	4,529.50	1,328.50	0.00	4,667.14
		3046	Cross Country Club	364.81	1,282.51	570.00	-602.70	474.62
		3047	Golf Club	1,145.79	0.00	0.00	0.00	1,145.79
		3048	Track Club	3,665.61	0.00	0.00	0.00	3,665.61
		3049	Quiz Bowl	1,450.41	0.00	123.00	0.00	1,327.41
			C Totals:	20,714.99	32,520.02	28,176.88	-2,475.42	22,582.71

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 09/01/2019 to 12/31/2019.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
D Special Funds								
	1766		ACC RDR	2,749.49	0.00	0.00	0.00	2,749.49
	1767		Elem Playground	0.00	0.00	0.00	0.00	0.00
	1768		Stampede Stand	-1,957.06	20.00	0.00	0.00	-1,937.06
	2049		SRS Gifts	-677.51	0.00	0.00	0.00	-677.51
	2082		Board Scholarship	252.54	0.00	0.00	0.00	252.54
	2086		Presidential Freedom Schol	83.64	0.00	0.00	0.00	83.64
	2087		Attend/Val Sch	-188.62	574.50	0.00	-353.30	32.58
	2088		FKC Scholarships	671.73	0.00	0.00	0.00	671.73
		D	Totals:	934.21	594.50	0.00	-353.30	1,175.41
E Classes								
	2017		Class of 2017	0.00	0.00	0.00	0.00	0.00
	2018		Class of 2018	-336.81	0.00	0.00	0.00	-336.81
	2019		Class of 2019	82.27	0.00	0.00	0.00	82.27
	2020		Class of 2020	1,227.73	541.72	836.22	0.00	933.23
	2021		Class of 2021	5,772.92	143.25	0.00	-148.05	5,768.12
	2022		Class of 2022	3,074.78	955.80	296.50	-314.10	3,419.98
	2023		Class of 2023	1,979.02	0.00	0.00	0.00	1,979.02
	2024		Class of 2024	326.04	2,491.70	0.00	-821.96	1,995.78
		E	Totals:	12,125.95	4,132.47	1,132.72	-1,284.11	13,841.59
F School								
	1745		Band	7,375.82	1,209.00	1,283.98	0.00	7,300.84
	1746		Choir	-121.19	0.00	1,401.88	0.00	-1,523.07
	2044		Circle of Friends	659.71	0.00	0.00	0.00	659.71
	3000		Annual/Yearbook	-10,436.21	860.00	0.00	0.00	-9,576.21
	3006		Pop - Chesterman	1,683.47	0.00	2,418.80	3,233.36	2,498.03
	3040		Concessions	-2,709.12	11,539.37	15,178.88	3,076.32	-3,272.31
		F	Totals:	-3,547.52	13,608.37	20,283.54	6,309.68	-3,913.01
G District								
	1741		PreSchool	0.00	0.00	0.00	0.00	0.00
	1751		FOB	3,500.00	0.00	0.00	0.00	3,500.00
	1752		Technology	36,989.49	740.00	0.00	0.00	37,729.49
	2040		General District	-15,457.57	3,366.81	12,772.14	0.00	-24,862.90
	2041		CCC-Dual Credit Course	665.35	0.00	600.00	0.00	65.35
	2045		Insurance	-10,909.02	23,732.96	23,158.64	0.00	-10,334.70
	2046		Payflex Reimbursement Plan	0.00	0.00	0.00	0.00	0.00
	2051		Miscellaneous Funds	22,715.95	532.00	532.00	0.00	22,715.95
	2085		Sign Adv	2,372.83	0.00	0.00	0.00	2,372.83
	3029		GENERAL ACTIVITIES	23,036.75	7,026.68	2,614.19	-314.23	27,135.01
	3039		Gym Rent	6,589.50	0.00	0.00	0.00	6,589.50
		G	Totals:	69,503.28	35,398.45	39,676.97	-314.23	64,910.53

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 09/01/2019 to 12/31/2019.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H	Miscellaneous							
	2037		Special Committee	220.22	0.00	0.00	0.00	220.22
	2050		Courtesy Committee	27.96	620.00	25.00	0.00	622.96
	4000		Checking Acct Interest	0.00	0.00	0.00	0.00	0.00
		H	Totals:	248.18	620.00	25.00	0.00	843.18
		ECHS	Totals:	62,471.14	133,484.23	133,002.97	35.00	62,987.40
			Report Totals:	62,471.14	133,484.23	133,002.97	35.00	62,987.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JANUARY 13, 2020

GENERAL FUND - ACCT NO. 137766 (Reconciled 1-7-2020)

BANK BALANCE December 1, 2019		\$	28,256.92
RECEIPTS			
	BUFF CO - TAXES	\$	24,456.98
	ESU 10_PEAK and Title II-A	\$	235.00
	FIRSTIER - REV NOTE	\$	325,000.00
	PAYFLEX - OVERPAYMENT	\$	150.00
	PHELPS COUNTY - TAXES	\$	2,667.21
	PRESCHOOL	\$	850.00
	STATE - SPED 17-18	\$	39,591.00
	STATE AID	\$	16,566.00
	STATE-IDEA	\$	<u>70,020.00</u>
	TOTAL RECEIPTS	\$	479,536.19
AVAILABLE BALANCE		\$	507,793.11
DISBURSEMENTS:			
	Bills Paid December, 2019	\$	57,402.34
	12/21/2019 REIMBURSEMENT PRESCHOOL PAYMENTS	\$	400.00
	Payroll	\$	<u>322,374.12</u>
	TOTAL DISBURSEMENTS	\$	380,176.46
BOOK BALANCE December 31, 2019		\$	127,616.65

DEPRECIATION FUND - ACCT NO 14832

	BALANCE December 1, 2019	\$	23,045.94
#6701	ECPS-Cashed in 12-5-19	\$	25,315.70
#6235	Unknown Capital Outlays - Cashed in 12-5-19	\$	16,985.37
	Expenses	\$	-
	INTEREST	\$	-
	OTHER RECEIPTS	\$	<u>-</u>
BOOK BALANCE December 31, 2019		\$	65,347.01

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JANUARY 13, 2020

CERTIFICATES OF DEPOSIT THRU December 31, 2019

#6692	Bus Depreciation	\$	12,011.57
#6233	Track Maintenance - Issued 8/31/09	\$	16,995.96
#6013	Track Maintenance	\$	57,600.16
#6235	Unknown Capital Outlays - Issued 8/31/09	\$	16,985.37
#6235	Unknown Capital Outlays - Cashed in 12-5-19	\$	(16,985.37)
#2232	Unemployment	\$	11,220.71
#6482	Track Maintenance - Issued 8/31/2011	\$	10,457.23
#6701	ECPS-(Issued 3-12-15)	\$	25,315.70
#6701	ECPS-Cashed in 12-5-19	\$	<u>(25,315.70)</u>
	CERTIFICATE TOTALS	\$	108,285.63

BUILDING FUND (Reconciled 1-7-2020)

Balance December 1, 2019	\$	30,828.32
INTEREST	\$	8.11
OTHER INCOME	\$	-
DISBURSEMENTS	\$	<u>-</u>
BALANCE December 31, 2019	\$	30,836.43

BOND FUND (OPENED 11-12-09)

Balance December 1, 2019	\$	626,279.69
RECEIPTS- BUFFALO	\$	2,759.56
RECEIPTS - DAWSON COUNTY	\$	-
RECEIPTS - PHELPS COUNTY	\$	133.24
DISBURSEMENTS (Principal & Interest Payment)	\$	<u>(570,070.00)</u>
BALANCE December 31, 2019	\$	59,102.49

SAM/DUNS ACCOUNT (REAP-1173)

(Reconciled)

BALANCE December 1, 2019	\$	10,193.40
DISBURSEMENTS	\$	<u>-</u>
BALANCE December 31, 2019	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JANUARY 13, 2020

LUNCH FUND

BANK BALANCE December 1, 2019 (Reconciled 1-7-2020) \$ 11,271.11

RECEIPTS

LUNCH SALES	\$	6,567.50
EFUND PAYMENTS	\$	778.55
Federal Reimbursement Breakfast (Nov-Dec)	\$	9,985.42
Federal Reimbursement Lunch (Nov-Dec)	\$	3,264.81
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
TRANSFERS FROM GENERAL ACCT	\$	-
TOTAL RECEIPTS	\$	20,596.28

AVAILABLE BALANCE \$ 31,867.39

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	9,400.78
General Expenses	\$	-
Supplies	\$	353.05
December Payroll	\$	7,701.46

TOTAL DISBURSEMENTS \$ 17,455.29

BALANCE December 31, 2019 \$ 14,412.10

January Bills

BERNARD FOODS	\$	-
CASHWA	\$	3,555.00
FOSTERS	\$	92.49
HEARTLAND REFRIGERATION	\$	-
HERITAGE FOOD SERVICE GROUP	\$	90.21
HILAND (MILK)	\$	1,091.70
HUBERT COMPANY	\$	-
NE FOOD DISTRIBUTION PROGRAM	\$	-
NE SCHOOL NUTRITION ASSN	\$	-
US FOODS (THOMPSON)	\$	3,760.46
VILLAGE UNIFORM (TOWELS ETC)	\$	48.20
	\$	8,638.06

2019-20 YTD Revenue - Through December 30, 2019 (33% complete)

Source	Budgeted	Received	Difference	% received
Local Sources other than Tax Receipts	\$205,000.00	\$9,340.16	\$195,659.84	4.56
County Sources	\$35,000.00	\$33,547.10	\$1,452.90	95.85
State Sources	\$479,514.00	\$142,056.00	\$337,458.00	29.62
Federal Sources	\$158,655.00	\$70,020.00	\$88,635.00	44.13
Non-Revenue Sources (includes interfund transfers)	\$0.00	\$328,959.40	-\$328,959.40	#DIV/0!
Property Tax	\$3,877,656.00	\$1,044,063.65	\$2,833,592.35	26.93
Totals	\$4,755,825.00	\$1,627,986.31	\$3,127,838.69	34.23

General Fund

through Dec. 31, 2019

66.67%

Year to Date Expenditure Summary

	19-20 Budget	Year to date Expenditures	Balance	% remaining
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1100	All Instruction	\$2,412,400.00	\$879,807.64	\$1,532,592.36	63.53
1200	Special Education Programs	\$665,000.00	\$232,355.13	\$432,644.87	65.06
2100	Student Services	\$214,500.00	\$40,880.16	\$173,619.84	80.94
2200	Library Services	\$85,000.00	\$18,321.08	\$66,678.92	78.45
2300	General Administration	\$264,928.00	\$90,914.68	\$174,013.32	65.68
2400	Office of the Principal	\$265,000.00	\$81,843.74	\$183,156.26	69.12
2500	Business Support	\$350,000.00	\$74,822.98	\$275,177.02	78.62
2600	Maint. & Oper. Of Buildings	\$460,000.00	\$143,474.13	\$316,525.87	68.81
2700	Pupil Transportation	\$325,000.00	\$56,675.49	\$268,324.51	82.56
3000	State Categorical Programs	\$138,500.00	\$39,800.21	\$98,699.79	71.26
4000	Federal Programs	\$232,000.00	\$85,770.26	\$146,229.74	63.03
5000	Debt Services	\$0.00	\$0.00	\$0.00	100.00
8000	Transfers to Other Funds	\$95,000.00	\$20,000.00	\$75,000.00	78.95
9000	Miscellaneous				
	Total	\$5,507,328.00	\$1,764,665.50	\$3,742,662.50	67.96

ELM CREEK PUBLIC SCHOOL DISTRICT SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the Buffalo County School District 10-0009, a/lit, Elm Creek Public Schools, hereinafter referred to as "the Board," and Dr. Bret Schroder, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 13th day of January, 2020, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

- 1) **Term of Contract.** This Contract is for a term of three (3) years beginning on the 1st day of July 2020, and expiring on the 30th day of June 2023. References in this Contract to "contract year" shall mean the period of July 1 to June 30.
 - i) The Board shall, at or before its regular Board meeting in December of 2020 and each subsequent contract year, notify the Superintendent of the Board's offer of continued employment and of the terms of such continued employment. The Superintendent shall accept or deny such contract offer at or before the regular Board meeting in January.
- 2) **Salary.** The annual salary for the **2020-2021** contract year shall be **ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$128,000.00)**; and, the annual salary for the **2021-2022** contract year to include an increase of no less than 2% on the base salary as determined by the Board and Superintendent subject to the provisions of paragraph 2.c. below.
 - a) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District
 - b) In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract
 - c) The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.
 - d) This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

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3) **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a) Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met:

1. The Superintendent is currently employed by the District and 2. the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

(a) Vacation. The Superintendent shall be allowed fifteen (15) working days of vacation leave during each contract year. The superintendent may elect to use a vacation day or days anytime during the school year when school is not in session, all other vacation time is to be used during the summer.

(b) Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. At the end of each contract year the superintendent will be reimbursed up to five (5) unused vacation days at the effective daily rate of pay in such contract year. Any unused or un-reimbursed vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay.

2. **Sick Leave,** The superintendent shall be entitled to twelve (12) contract days of sick leave the first year of employment as of the first official day included in the initial contract of employment and twelve (12) contract days of each succeeding year accumulative to forty-five (45) days.

a. **Carry-over and Accumulation of Sick Days.** A maximum of forty-five (45) days of sick leave may be accumulated.

3. **Personal Days.** The superintendent shall be entitled to four (4) days of personal leave. Personal days not used will be paid to the superintendent at the "substitute daily rate" in effect for each contract year as set forth in Board of Education policy. The reimbursement will be made in the final check of the contract year.

4. **Holidays.** The following days shall be holiday days and not working days: Labor Day Thanksgiving Day, Friday following Thanksgiving, Christmas Day, day following Christmas, New Years Day, one-half day on New Year's Eve, Good Friday, Memorial Day and July 4. Provided that should an identified holiday fall on a weekend day, the Superintendent may elect to take either the first working day before or after the holiday as an off duty day.

5. **Log.** The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the President of the Board of Education, or his or her designee.



- a. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan on the same terms as that which is provided to certificated employees in accordance with the negotiated agreement between the District teacher's association.
- b. Long Term Disability. The District shall pay for and provide the Superintendent with disability insurance consistent with that provided for other certificated employees for which the Superintendent is qualified under the District's disability insurance plan.
- c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request
- d. Transportation Expenses. Any reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- f. Education Expenses The District shall provide tuition/fee/materials reimbursement to the Superintendent for educational expense not to exceed \$5,000.00 per contract year.
- g. Moving Expenses The District will reimburse for one-time moving expenses up to a maximum of \$5,000.
- h. Transitional Days The district will pay up to ten transitional days to be used before July 1, 2020, at a daily rate equal to the 2020-2021 contracted amount divided by 260 days, or \$492.31.
- i. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4) **Duties.** The Superintendent is employed as the Superintendent for the District. The



Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

- 5) **Residency/Domicile in School District.** Within thirty-six (36) months of the Superintendent's first duty day under this contract, the Superintendent shall establish his or her domicile and principal residence within the corporate boundaries of the District as they exist on such first day. The Superintendent shall maintain his or her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his or her 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) be involved in school and community activities bringing him or her 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 he is the educational leader.
- 6) **Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action study or recommendation, as appropriate.
- 7) **Evaluation of the Superintendent.** The Superintendent shall be evaluated each contract year and may

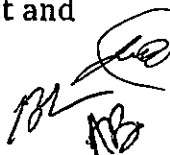
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be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation; which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

8) **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (t) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 days of service to the date of such termination bears to the days of service remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owed to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

i) The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while the Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9) **Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and

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any extensions of this Contract (2) the required certificate to perform the assigned duties shall be registered as required by law it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

- i) The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.
- ii) There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10) **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

11) **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before shall constitute a rejection by the Superintendent of the offer of employment.

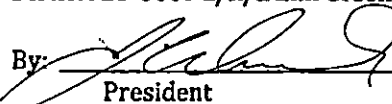
Executed this 20th day of December 2019.



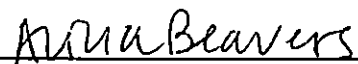
Dr. Bret Schroder, Superintendent

Executed this 13th day of January 2020

Board of Education of Buffalo County School
District 10-0009 a/k/a Elm Creek Public Schools.

By: 

President

Attest: 

Secretary

FROM: Tom Reeser
COMMITTEE MEETING/DATE: Transportation – Jan. 07, 2020
SUBJECT: Van purchase
Presenter: Tom Reeser

Discussion: - Review information pertaining to the purchase of a new vehicle as per Husker Auto Group and NHTS information to replace 2006 Ford Van

Fiscal Note:

Base unit price 2020 Chevrolet Express LS
\$25,457.00
delivery 35-120 days

Depreciation Fund Expense

Recommended Action:

Purchase a new 2020 Chevrolet Express LS through the State of Nebraska Purchase program with the following options:

- | | |
|---|----------|
| 1. Power electric seats for driver and front seat passenger | \$597.00 |
| 2. Full length carpet | \$285.00 |
| 3. Reverse sensing system | \$497.00 |

Total cost with options **\$26,836.00**