

Board of Education Regular Meeting

Monday, October 12, 2020 7:00 PM

1. Call to Order

Call to order 7:01 pm. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

2. Flag Salute

3. Open Meeting Act

4. Roll Call

5. Approval of Agenda

approve the agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

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

6. Citizens Comments

7. Consent Agenda

motion to approve consent agenda as presented. This motion, made by Morgan Fouts and seconded by Alicia Beavers, Passed.

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

1. Minutes

2. Claims

3. Treasurer's Report

8. Information Items

1. **Mr. Spotanski and Mrs. Williams will present on MAP testing and share how they, and the teachers, will be using the data this year.**

2. Enrollment Numbers as of 10/7/2020

### 3. Option Enrollment

### 9. Action Items

1. Tobin Buchanan of First Nation Capital Markets to act as Municipal Advisor during the bond election process.

Recommend to approve First National Capital Markets and Tobin Buchanan as Municipal Advisor. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.  
Morgan Fouts: Nay, Alicia Beavers: Yea, Suzanne Brodine: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

2. Russ Koch as Facilities Advisor during planning and construction phase of Elm Creek Elementary School.

Recommend to approve Russ Koch to act as Facilities Advisory for the elementary building project. This motion, made by Jeff Meads and seconded by Suzanne Brodine, Passed.  
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

3. Appoint NASB Delegate Assembly Representative

Appoint Suzanne Brodine as NASB assembly delegate. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

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

4. Surplus 1988 Van

Surplus 1988 van. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.  
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

5. Surplus 2009 Blue Bird Bus 59 Passenger (Will be surplused when new bus arrives as part of the VW grant.)

Surplus 2009 bus when the new bus arrives. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

### 10. Reports

1. Superintendent's Report

1. Update on Bond and Building Process

## 2. Principals' Report

1. Donation for Kinder and 1st grade Chromebooks.

2. Class Interest Survey to Students and Parents

3. Homecoming Feedback

## 3. Board Committees

1. Since the September board meeting we have had:

September 16th - Transportation Committee Meeting

September 23rd. - Curriculum and Technology Committee Meeting

September 30th. - Finance Committee Meeting

October 7th. - Building and Grounds Committee Meeting

11. Next Regular Board Meeting

12. Adjournment

motion to adjourn the meeting at 8:31 pm. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

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

## Tax Request Hearing

Monday, September 14, 2020 6:10 PM

### 1. Call to Order

call to order at 6:10pm 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

### 2. Open Meetings Act

### 3. Roll Call

### 4. Receive Public Comment Concerning the Proposed 2020-2021 District Property Tax Request

### 5. Adjournment

Motion to adjourn at 6:19pm 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

Board of Education Regular Meeting

Monday, September 14, 2020 6:20 PM

1. Call to Order

2. meeting called to order at 6:01pm. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

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

4. Flag Salute

5. Open Meeting Act

6. Roll Call

7. Approval of Agenda

8. approve the agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

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

10. Citizens Comments

11. Consent Agenda

12. Approve consent agenda. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

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

1. Minutes

2. Claims

### 3. Treasurer's Report

### 14. Information Items

### 15. Action Items

1. Approve 2020-2021 Elm Creek Public School Budget
  2. Recommend to approve the 2020-2021 Budget as presented by Dr. Schroder. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.
  3. Morgan Fouts: Nay, Alicia Beavers: Yea, Suzanne Brodine: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
  4. Approve 2020-2021 Elm Creek Public School Tax Request
  5. Recommend to approve the 2020-2021 Tax Request as presented by Dr. Schroder. This motion, made by Jeff Meads and seconded by Dana Steiner, Passed.
  6. Morgan Fouts: Nay, Alicia Beavers: Yea, Suzanne Brodine: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
  7. Approve Local Substitute Application for Shelby Nichols.
  8. Recommend to approve Shelby Nichols as a local sub for Elm Creek Public Schools. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.
  9. Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
  10. Recognize the Elm Creek Education Association as exclusive bargaining agent for non-supervisory certificated staff for the 2022-2023 contract year.
  11. Recommend to recognized the Elm Creek Education Association as exclusive bargaining agent for non-supervisory certificated staff for the 2022-2023 contract year. This motion, made by Suzanne Brodine and seconded by Alicia Beavers, Passed.
  12. Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea
- ### 16. Reports

#### 1. Superintendent's Report

2. Principals' Report

3. Board Committees

17. Next Regular Board Meeting

18. Next meeting will be on Oct 12 at 7 pm. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

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

20. Adjournment

21. motion to adjourn the meeting at 7:31pm. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.

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

## Budget Hearing

Monday, September 14, 2020 6:00 PM

1. Call to Order
2. Open Meetings Act
3. Roll Call
4. Receive Public Comment Concerning the Proposed 2020-2021 District Property Tax Request
5. Adjournment



Elm Creek Budget Hearing

**SEPTEMBER 14, 2020**

# TEEOSA (State Aid)



- In simple terms:

- **Needs – Resources = State Aid**

- **2020 State Aid Certification**

- **Elm Creek:**

- **Needs**

● <b>Basic Funding</b>	<b>\$ 4,732,069</b>
● <b>Poverty Allowance</b>	<b>\$ 59,002</b>
● <b>Special Receipts Allowance</b>	<b>\$ 251,728</b>
● <b>Transportation Allowance</b>	<b>\$ 141,102</b>
● <b>DET Allowance</b>	<b>\$ 3,335</b>
● <b>Total Needs</b>	<b>\$5,187,236.00</b>

# TEEOSA continued.



- **District Resources**

Yield from local effort rate

$(419,239,802/100 \times 1.00)$

\$ 4,192,398.00

Net Option Funding

\$ 9,958.00

Allocated Income Tax Funds

\$ 35,986.00

Other Actual Receipts

\$ 542,875.00

**Total Formula Resources**

**\$4,781,217.00**

# TEEOSA continued



- Formula Summary

Needs

\$5,187,236.00

minus

Resource

\$4,781,217.00

Difference

\$ 406,019.00

- Since your Needs are greater than your Resources you receive \$406,019.00 in Equalization funding

# TEEOSA continued



• <u>Adjustments to TEEOSA</u>	
• Equalization Funding	\$ 406,019.00
• Net Option Funding	\$ 9,958.00
• <u>Allocated Income Tax Funds</u>	<u>\$ 35,986.00</u>
• Total State Aid Calculated	\$ 451,963.00
• <u>Prior year correction</u>	<u>\$7,764.00</u>
• Total 2020-2021 State Aid	\$ 459,727.00

# State Aid History



Fiscal Year	Certified State Aid
• 2011-2012	\$1,377,698
• 2012-2103	\$ 1,119,216
• 2013-2014	\$ 972,208
• 2014-2015	\$ 892,476
• 2015-2016	\$ 805,248
• 2016-2017	\$ 44,649
• 2017-2018	\$ 53,130
• 2018-2019	\$ 95,858
• 2019-2020	\$ 166,014
• 2020-2021	\$ 459,727

# Assessed Valuation Growth



<u>Fiscal Year</u>	<u>Assessed Valuation</u>
2013-2014	\$253,879,165
2014-2015	\$307,834,831
2015-2016	\$371,020,125
2016-2017	\$406,551,785
2017-2018	\$404,805,022
2018-2019	\$407,791,572
2019-2020	\$413,047,799
2020-2021	\$405,221,527

## Local Property Tax/State Aid/student comparison to neighboring districts – rounded to nearest dollar

Year	Elm Creek	Overton	S. E. M.	Kearney	Holdrege	Avg. E.C/Overton/S. E.M.
2014-15	\$11,866	\$11,714	\$16,324	\$7,924	\$9,542	\$12,835
2015-16	\$11,780	\$11,590	\$18,102	\$7,957	\$9,529	\$13,207
2016-17	\$9,418	\$11,038	\$19,421	\$7,937	\$9,825	\$12,292
2017-18	\$9,105	\$11,153	\$19,418	\$7,610	\$8,375	\$12,130
2018-19	\$10,046	\$11,916	\$15,146	\$7,740	\$9,798	\$11,917
2019-20	\$11,105	\$12,932	\$14,877	\$7,619 Economy of scale	\$9,371	\$12,674

# Elm Creek Property Tax and State Aid/student

Year	A/V per student	G. F. Levy	Prop.Tax/student	State Aid/Student	Total Local Tax and S.A./student
2014-15	\$ 867,140.37	\$ 0.95	\$ 9127.79	\$ 2738.61	\$ 11,866.41
	355				
2015-16	\$1,054,034.45	\$ 0.9009	\$ 9,495.80	\$ 2,284.35	\$ 11,780.14
	352				
2016-17	\$1,126,182.23	\$0.8257	\$9,298.89	\$ 119.49	\$ 9,418.38
	361				
2017-18	\$1,085,268.16	\$0.8257	\$8,961.06	\$ 144.37	\$ 9,105.43
	373				
2018-19	\$1,142,273.31	\$0.856	\$9,777.86	\$ 268.51	\$ 10,046.37
	357				
2019-20	\$1,122,412.50	\$ .9483	\$10,643.84	\$ 451.13	\$11,104.97
	368				
2020-2021	\$1,077,716.83	\$ .9667	\$10,418.28	\$1,222.67	\$11,640.95
	376				

# Budget Basics



**Budgets are restricted in both dollar growth (LC-2 form) and levy restrictions (\$1.05 combined common levy for the General Fund and the Special Building Fund). Any excess of either of those restrictions requires a majority vote of the public.**

# LC-2



• Certified Budget Authority	\$4,998,710
• 2018-19 Unused budget Authority	\$ 0
• Total Allowable Budget Authority	\$4,998,710

# LC-2 Continued



• 2020-21 General Fund Budget of Disbursements/Transfers	\$ 5,822,960
Less	
1. Special Grant Funds	\$ 0
2. SPED budget	\$ 824,250
3. General Fund Exclusions	\$ 0
 Total Adjusted Allowable General Fund Budget of Disbursements/Transfers	 \$ 4,998,710

# LC-2 Continued



• Total Allowable Budget \$ 4,998,710

• Total Adjusted Budget \$ 4,998,710

2019-2020 Unused Budget

Authority \$ 0

Gen. Fund Necessary Cash Reserve \$ 73,724

# Short and Long Term Projects



- **Examples of Short and Long Term Projects:**
  - 1. Track Improvements
  - 2. Ag Building/Greenhouse
  - 3. Roof Replacements
  - 4. Air Conditioning of Gym
  - 5. Land Purchase
  - 6. Vehicle Replacement
  - 7. Computer replacement
  - 8. Consultants/Architects/Program Planners
  - 9. Curriculum revision
  - 10. etc.

# Short and Long Term Projects



- Funding projects that may be 3-5 years down the road need to start today. Setting aside funds each year enables the district to fund future projects and/or initiatives without causing a financial crisis during the year when those projects or initiatives actually occur. Planned transfer of funds from the General Fund to the Depreciation Fund and implementing the levying capabilities in the Building Fund enable districts to complete the projects without placing undue burdens on the General Fund expenditures in future years.

# 2020-2021 Budget Summary (proposed)



NOTICE OF BUDGET HEARING AND BUDGET SUMMARY						
Elm Creek Public Schools (10-0009) in Buffalo County, Nebraska						
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 14 day of September, 2020 at 6:00 o'clock, P.M., at Room 810 in Elm Creek High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.						
FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2018-2019 (1)	2019-2020 (2)	2020-2021 (3)			
General	\$ 4,714,596.00	\$ 5,060,439.00	\$ 5,822,960.00	\$ 73,724.00	\$ 2,018,291.00	\$ 3,917,569.00
Depreciation	\$ 359,013.00	\$ -	\$ 163,122.00		\$ 163,122.00	
Employee Benefit	\$ -	\$ -	\$ 11,296.00	\$ -	\$ 11,296.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 399,318.00	\$ 248,356.00	\$ 325,000.00	\$ -	\$ 325,000.00	
School Nutrition	\$ 173,381.00	\$ 177,897.00	\$ 187,927.00	\$ -	\$ 187,927.00	
Bond	\$ 588,819.00	\$ 585,740.00	\$ 1,171,860.00	\$ -	\$ 596,761.00	\$ 580,908.00
Special Building	\$ 27,709.00	\$ 58,644.00	\$ 185,798.00		\$ 85,496.00	\$ 101,315.00
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 6,262,836.00</b>	<b>\$ 6,131,076.00</b>	<b>\$ 7,867,963.00</b>	<b>\$ 73,724.00</b>	<b>\$ 3,387,893.00</b>	<b>\$ 4,599,792.00</b>
				<b>Bond Purposes</b>	<b>Non-Bond Purposes</b>	<b>Total</b>
<b>Breakdown of Property Tax</b>				<b>\$ 580,908.00</b>	<b>\$ 4,018,884.00</b>	<b>\$ 4,599,792.00</b>

# Tax request/Levy 2020-21

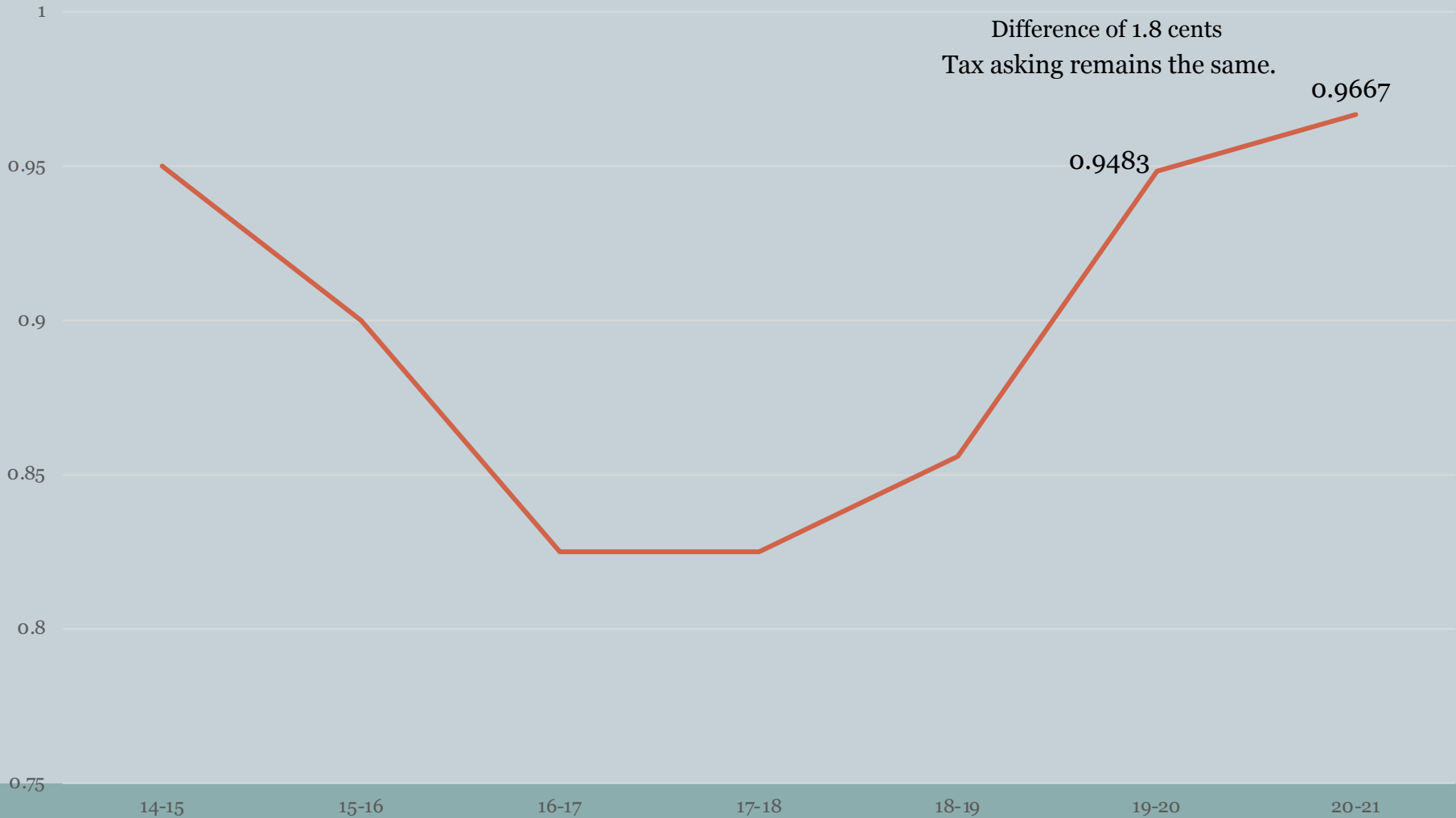


<u>Fund</u>	<u>Tax Request</u>	<u>Levy</u>
General	\$ 3,917,569.00	\$0.966772
Bond	\$ 580,908	\$0.143356
Building	\$ 101,315	\$0.025002
Total	\$4,599,792	\$1.135130

# Levy History



Levy over time



# Combined impact of State funding and local funding



- yield from: Property Taxes (A/V X G. F. Levy) + State Aid = Total
- 2020-2021 \$3,917,569.00 + \$459,727.00 = \$4,377,296.00
- 2019-2020 \$3,916,824.00 + \$166,014.00 = \$4,082,838.00
- 2018-2019 \$3,490,695.86 + \$ 95,858.00 = \$3,586,553.86
- 2017-2018 \$3,342,475.07 + \$ 53,130.00 = \$3,395,605.07
- 2016-2017 \$3,356,898.09 + \$44,649.29 = \$3,401,547.09
- 2015-2016 \$3,342,520.30 + \$805,247.93 = \$4,147,768.23
- 2014-2015 \$2,924,430.89 + \$892,476.28 = \$3,816,907.17
- 2013-2014 \$2,432,670.15 + \$972,207.52 = \$3,404,877.67
- 2012-2013 \$2,089,995.47 + \$1,119,216.34 = \$3,209,211.81

# How is District Doing Its Part



## Title I Services

Making sure we are hiring staff based on needs

Reviewing our contracted services

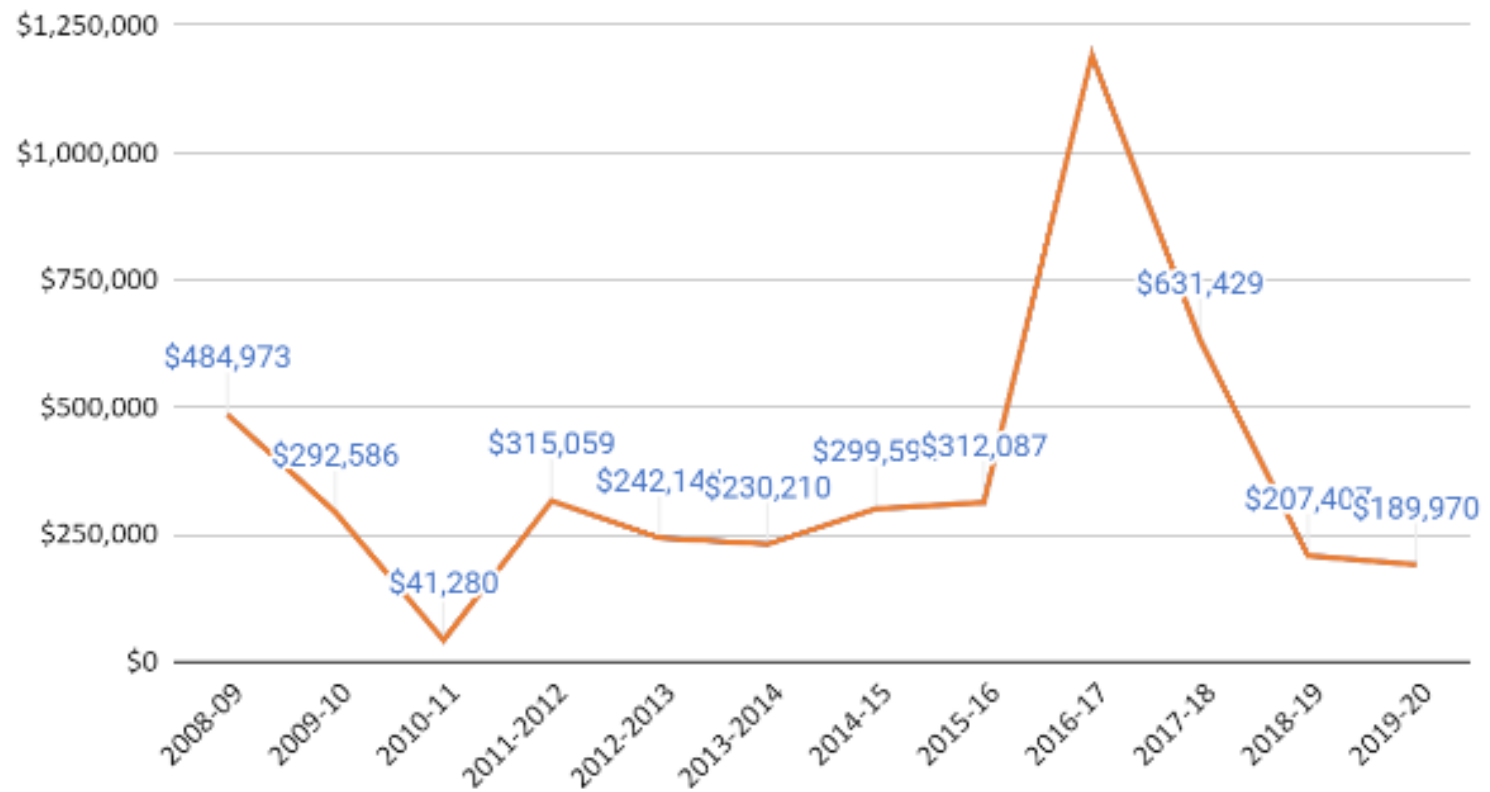
Looking for partnerships

Spending Strategically

Initiating Grants

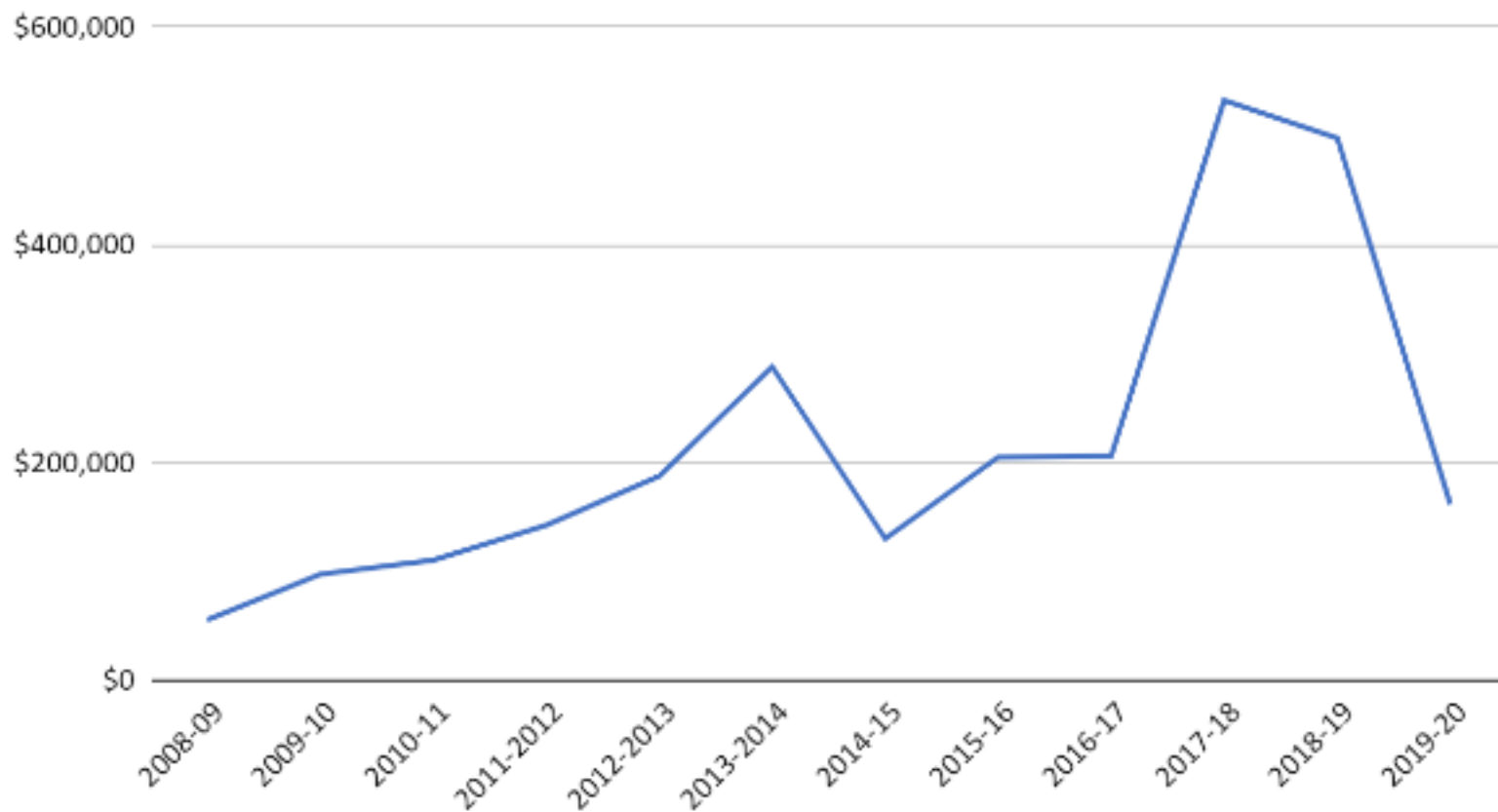


## General Fund Cash Balance





## Depreciation Fund Cash Balance



# The Difference in Dollar Amounts



## Property Value

## Tax Asking

• \$150,000	\$27
• \$300,000	\$54
• \$500,000	\$90
• \$1,000,000	\$180
• \$5,000,000	\$900
• \$10,000,000	\$1,800

# Preliminary Check Register

Check Date Invoice	DD Invoice Date	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
<b>Checks Available to Print</b>						
<b>01 - GENERAL FUND</b>						
			ACTINFO	ACT		
32280549	08/27/2020			10/09/2020 ACT		1,045.00
					Check Total	1,045.00
					Vendor Total	1,045.00
			AGDRYER	Ag Dryer Services		
39041	09/10/2020			10/09/2020 SUPPLIES		168.00
					Check Total	168.00
					Vendor Total	168.00
			ALPHAREH	ALPHA REHABILITATION P.C.		
2988	09/30/2020			10/09/2020 SPEECH AND OT		779.96
					Check Total	779.96
					Vendor Total	779.96
			BAMFORD	BAMFORD, INC		
19773	09/23/2020			10/09/2020 INSPECT/FIRE SPRINK		500.00
19817	10/02/2020			10/09/2020 AIR SWITCH/FIRE SPRINK		274.00
					Check Total	774.00
					Vendor Total	774.00
			BLACKHILLS	BLACK HILLS ENERGY		
092220-94	09/22/2020			10/09/2020 122 N CHURCH		35.11
092320-40	09/23/2020			10/09/2020 230 E CALKINS		166.62
092420-01	09/24/2020			10/09/2020 225 E BOYD		102.11
					Check Total	303.84
					Vendor Total	303.84
			CASHWA	Cash Wa Distributing		
12606373	09/04/2020			10/09/2020 CAN LINERS		61.00
12611974	09/08/2020			10/09/2020 PAPER TOWELS		105.20
12616677	09/11/2020			10/09/2020 TISSUE		231.30
12622701	09/18/2020			10/09/2020 TOWELS		105.20
12629983	09/22/2020			10/09/2020 SOAP		57.35
12632381	09/25/2020			10/09/2020 LINERS		135.50
					Check Total	695.55
					Vendor Total	695.55
			CENTURY	CENTURYLINK		
090720	09/07/2020			10/09/2020 PHONE		393.84
					Check Total	393.84
					Vendor Total	393.84
			CIRCLESP	CIRCLE S PLUMBING		
1249	09/26/2020			10/09/2020 UPPER ELEM B.ROOM		451.92

# Preliminary Check Register

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
1250		09/26/2020		SEWER LINE W DUNGEON		579.80
					Check Total	1,031.72
					Vendor Total	1,031.72
11297179-092720		09/27/2020	CLIPPER	Clipper-Herald		
0				WANT ADS		180.30
					Check Total	180.30
					Vendor Total	180.30
40856		10/05/2020	CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS		
				BOILER ON MEZZANINE		1,616.25
					Check Total	1,616.25
					Vendor Total	1,616.25
3029075		09/25/2020	ECOLAB	ECOLAB PEST ELIMINATION		
				PEST ELIM		71.01
					Check Total	71.01
					Vendor Total	71.01
100920		10/09/2020	EDEALJ	JESSICA EDEAL		
				MILEAGE (45 @ .575)		25.88
					Check Total	25.88
					Vendor Total	25.88
LN053716		09/15/2020	ELECTRONIC	ELECTRONIC CONTRACTING CO.		
				MONITORING		81.00
					Check Total	81.00
					Vendor Total	81.00
100120-12		10/01/2020	ESU10	Educational Service Unit 10		
				VOC EVAL		506.08
100120-78		10/01/2020		DEAF ED		837.23
100120-79		10/01/2020		PT		1,079.38
100120-81		10/01/2020		OT		2,938.34
100120-85		10/01/2020		AUDIOLOGY		189.68
10012020		10/01/2020		SUPERVISION		2,966.12
10012020-11		10/01/2020		NWEA, SIS SUPPORT		5,675.00
					Check Total	14,191.83
					Vendor Total	14,191.83
2505012		09/11/2020	FLINNS	FLINN SCIENTIFIC INC		
				NUTRIENT AGAR		37.45
					Check Total	37.45
					Vendor Total	37.45
			FOSTERC	CURT FOSTER		

# Preliminary Check Register

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
10012020		10/01/2020		RENT		100.00
					Check Total	100.00
					Vendor Total	100.00
			FOSTFAMI	Foster's Family Foods		
100120-14		10/01/2020		FCS		3.11
100120-54		10/01/2020		OFFICE		16.00
					Check Total	19.11
					Vendor Total	19.11
			GLASSDR	GLASS DOCTOR		
1-14034-B		02/11/2020		REMAINDER N DOORS		1,000.00
1-15638		09/30/2020		REPAIRS		167.68
					Check Total	1,167.68
					Vendor Total	1,167.68
			GRACZYKL	GRACZYK LAWN & LANDSCAPE		
2300-10022020		10/02/2020		FBALL FIELD, FERT		1,643.33
					Check Total	1,643.33
					Vendor Total	1,643.33
			HEARTLANDR	HEARTLAND REFRIGERATION LLC		
13355		09/29/2020		CLEANED COILS		266.25
					Check Total	266.25
					Vendor Total	266.25
			HOMETOWN	Hometown Leasing		
100920		10/09/2020		COPIERS		1,420.00
					Check Total	1,420.00
					Vendor Total	1,420.00
			ISLANDSU	Island Supply Welding		
226862		09/30/2020		CYL RENTAL		67.20
					Check Total	67.20
					Vendor Total	67.20
			JOURNEY	JourneyEd.com		
10398500		09/17/2020		WINDOWS LICENSE		333.16
					Check Total	333.16
					Vendor Total	333.16
			KELLYSA	KELLY'S SALES & AG SERVICE		
21602		09/05/2020		2020 CHEVY		132.69
21605		09/25/2020		2014 DODGE		837.09
21678		09/25/2020		2005 FORD		65.00
21679		09/25/2020		2016 FORD		65.00
21680		09/25/2020		2007 FORD		65.00

# Preliminary Check Register

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Manual Check Number	Amount
Check Total						1,164.78
Vendor Total						1,164.78
8864		10/01/2020	KSBSCHOOL	10/09/2020	KSB SCHOOL LAW LEGAL SERVICES	713.00
Check Total						713.00
Vendor Total						713.00
22358591		09/30/2020	LINWELD	10/09/2020	MATHESON TRI GAS FILLER, METAL, ALLOY ETC	799.30
51697715		09/30/2020		10/09/2020	SHOP	29.04
Check Total						828.34
Vendor Total						828.34
113907889001		08/31/2020	MCGRAW	10/09/2020	MCGRAW-HILL COMPANIES READING WONDERS	1,686.84
114392621001		09/11/2020		10/09/2020	REVEAL MATH	1,664.05
114415082001		09/01/2020		10/09/2020	READING WONDERS	302.40
Check Total						3,653.29
Vendor Total						3,653.29
7324		09/07/2020	MENARDS	10/09/2020	MENARDS - KEARNEY SHOP SUPPLIES	528.30
Check Total						528.30
Vendor Total						528.30
AXT0920-11		10/01/2020	MOSAIC	10/09/2020	MOSAIC SEPTEMBER	3,824.38
AXT0920-32		10/01/2020		10/09/2020	SEPTEMBER	3,111.36
Check Total						6,935.74
Vendor Total						6,935.74
092820		09/28/2020	NASB	10/09/2020	NEBRASKA ASSN OF SCHOOL BOARDS STATE ED CONFERENCE	2,249.00
Check Total						2,249.00
Vendor Total						2,249.00
57-8053		08/31/2020	NE SAFETY	10/09/2020	NEBRASKA SAFETY CENTER SAFE DRIVER'S COURSE	100.00
Check Total						100.00
Vendor Total						100.00
091620-66748		09/16/2020	NPPD	10/09/2020	NEBRASKA PUBLIC POWER DISTRICT 230 EAST CALKINS	6,602.15
091620-6740		09/16/2020		10/09/2020	BUS BARN	51.05
091620-6744		09/16/2020		10/09/2020	BALLFIELD	76.95
Check Total						6,730.15

# Preliminary Check Register

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
Vendor Total						6,730.15
092920		09/29/2020	NSASSP	NE ASSN OF SECONDARY PRINCIPALS SPOTANSKI MEMBERSHIP		20.00
Check Total						20.00
Vendor Total						20.00
100120		10/01/2020	PAYFLEX	PAYFLEX SYSTEMS USA OCTOBER SERVICES		150.00
Check Total						150.00
Vendor Total						150.00
362958291		09/16/2020	PEPPERJW	JW PEPPER CHOIR MUSIC		153.99
362976750		09/24/2020		CHOIR MUSIC		45.00
Check Total						198.99
Vendor Total						198.99
1862023-01		09/25/2020	PERMA	PERMA-BOUND LIBRARY		32.64
Check Total						32.64
Vendor Total						32.64
100120		10/01/2020	PIONEERTE	PIONEER TELEPHONE LONG DISTANCE		132.60
Check Total						132.60
Vendor Total						132.60
18766		09/30/2020	SERVICE	SERVICEMASTER OF MID NE 2010 ADDITION		3,784.87
18767		09/30/2020		ELEMENTARY		4,061.15
Check Total						7,846.02
Vendor Total						7,846.02
ELM011839		09/10/2020	SIGNPRO	SIGN PRO WHITE FLAG SIGNS		360.00
Check Total						360.00
Vendor Total						360.00
1234835		09/09/2020	STATENE	STATE OF NEBRASKA NETWORK SERVICES		355.24
Check Total						355.24
Vendor Total						355.24
DD4300-092520		09/25/2020	VILLAGEU	VILLAGE UNIFORM RAGS ETC		57.50
Check Total						57.50

ALL Data  
 Fiscal Year 2021

# Preliminary Check Register

Arranged by:  
 Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
					Vendor Total	57.50
67811191		09/30/2020	WEXBANK	WEX BANK FUEL		1,368.97
					Check Total	1,368.97
					Vendor Total	1,368.97
NO8953-827		09/28/2020	WOODWARDS	WOODWARDS DISPOSAL SERVICE SHRED SERVICE		25.00
					Check Total	25.00
					Vendor Total	25.00
<b>01 - GENERAL FUND Totals:</b>						<b>59,861.92</b>
<b>Total of Checks Available to Print:</b>						<b>59,861.92</b>
<b>Report Total:</b>						<b>59,861.92</b>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR OCTOBER 12, 2020

**GENERAL FUND - ACCT NO. 137766 (Reconciled 10/8/20)**

BANK BALANCE September 1, 2020	\$	146,019.60
RECEIPTS		
BUFFALO COUNTY - TAXES	\$	700,574.69
Dawson County	\$	53,462.92
ESU #10	\$	1,775.00
PHELPS COUNTY - TAXES (Outstanding)	\$	198,757.70
STATE - IDEA (6408/4518)	\$	48,215.00
STATE - IDEA (6406/4516)	\$	1,048.00
STATE AID	\$	45,973.00
TOTAL RECEIPTS	\$	1,049,806.31
AVAILABLE BALANCE	\$	1,195,825.91
DISBURSEMENTS:		
Bills Paid September 14, 2020	\$	53,322.20
KSB LAW VOID CK (Incorrect Billing)	\$	(1,439.00)
Payroll	\$	351,172.20
TOTAL DISBURSEMENTS	\$	403,055.40
BOOK BALANCE September 30, 2020	\$	792,770.51

**DEPRECIATION FUND - ACCT NO 14832**

Balance September 1, 2020	\$	65,421.52
Expenses	\$	-
INTEREST	\$	13.80
BOOK BALANCE September 30, 2020	\$	65,435.32

**CERTIFICATES OF DEPOSIT THRU September 30, 2020**

#6692	Bus Depreciation	\$	12,179.44
#6233	Track Maintenance - Issued 8/31/09	\$	17,149.19
#6013	Track Maintenance	\$	58,179.99
#2232	Unemployment	\$	11,309.19
#6482	Track Maintenance - Issued 8/31/2011	\$	10,502.13
	CERTIFICATE TOTALS	\$	109,319.94

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR OCTOBER 12, 2020

**BUILDING FUND (Reconciled)**

Balance September 1, 2020	\$	42,732.91
BUFFALO COUNTY	\$	17,595.44
DAWSON COUNTY	\$	1,372.51
Phelps County (Outstanding)	\$	5,087.20
INTEREST	\$	2.23
BALANCE September 30, 2020	\$	66,790.29

**BOND FUND (OPENED 11-12-09)**

**(Reconciled 10-8-20)**

Balance September 1, 2020	\$	457,095.71
RECEIPTS- BUFFALO	\$	101,130.92
RECEIPTS - DAWSON COUNTY	\$	7,888.59
RECEIPTS - PHELPS COUNTY	\$	29,239.13
BALANCE September 30, 2020	\$	595,354.35

**SAM/DUNS ACCOUNT (REAP-1173)**

**(Reconciled)**

Balance September 1, 2020	\$	10,193.40
DISBURSEMENTS	\$	-
BALANCE September 30, 2020	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR OCTOBER 12, 2020

**LUNCH FUND**

BANK BALANCE September 1, 2020 \$ 9,957.93

RECEIPTS

LUNCH SALES	\$	2,152.25
EFUND PAYMENTS	\$	1,056.55
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
TRANSFERS FROM GENERAL ACCT	\$	-
<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>3,208.80</b>

AVAILABLE BALANCE \$ 13,166.73

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	10,861.97
Supplies	\$	959.83
September Payroll	\$	5,765.64

TOTAL DISBURSEMENTS \$ 17,587.44

NOT RECONCILED	BOOK BALANCE September 30, 2020	\$	(4,420.71)
	BANK BALANCE	\$	12,141.36

September Bills

BERNARD FOODS	\$	-
CASHWA	\$	-
FOSTERS	\$	-
HILAND (MILK)	\$	-
RAPIDS	\$	-
US FOODS (THOMPSON)	\$	-
US BANK	\$	-
VILLAGE UNIFORM (TOWELS ETC)	\$	-

\$ -

# Elm Creek Instrustructional Planning 2020-2021



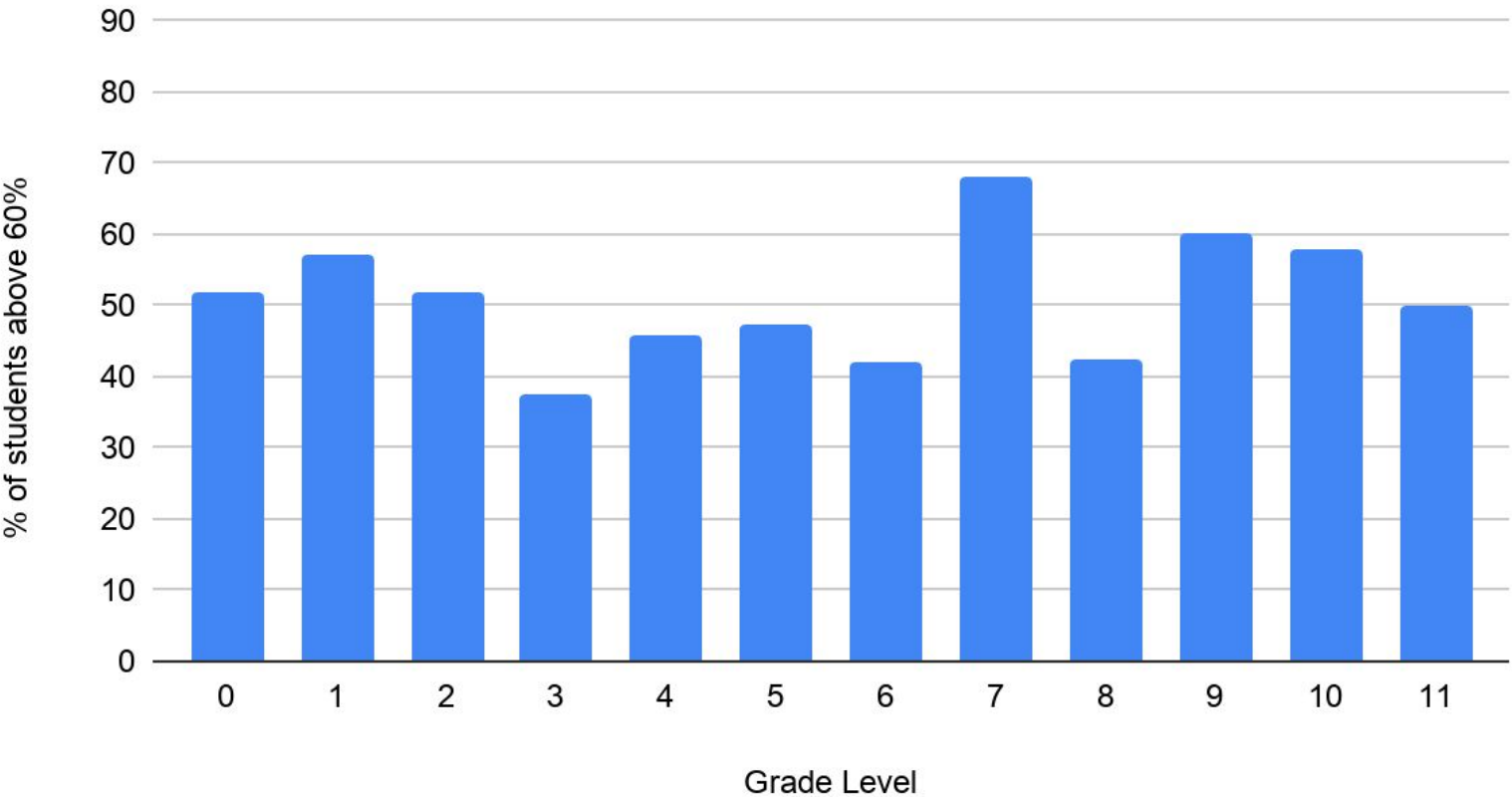


# Goals and Vision

- The 40th percentile was a goal area for all students prior to the 2019-2020 school year.
- Last year, we worked towards collecting data, organizing data, and identifying student achievement in both math and reading measuring the 60th percentile and above.
- Our efforts this year are directed at achieving student growth in the areas of reading and math on the MAP Growth Assessment at the **60th percentile and above** for all students.
- We are working towards achieving growth at 69th -70th percentile for all students in the math and reading
- 69th percentile is on track and 84% and above is college career ready according to NSCAS testing

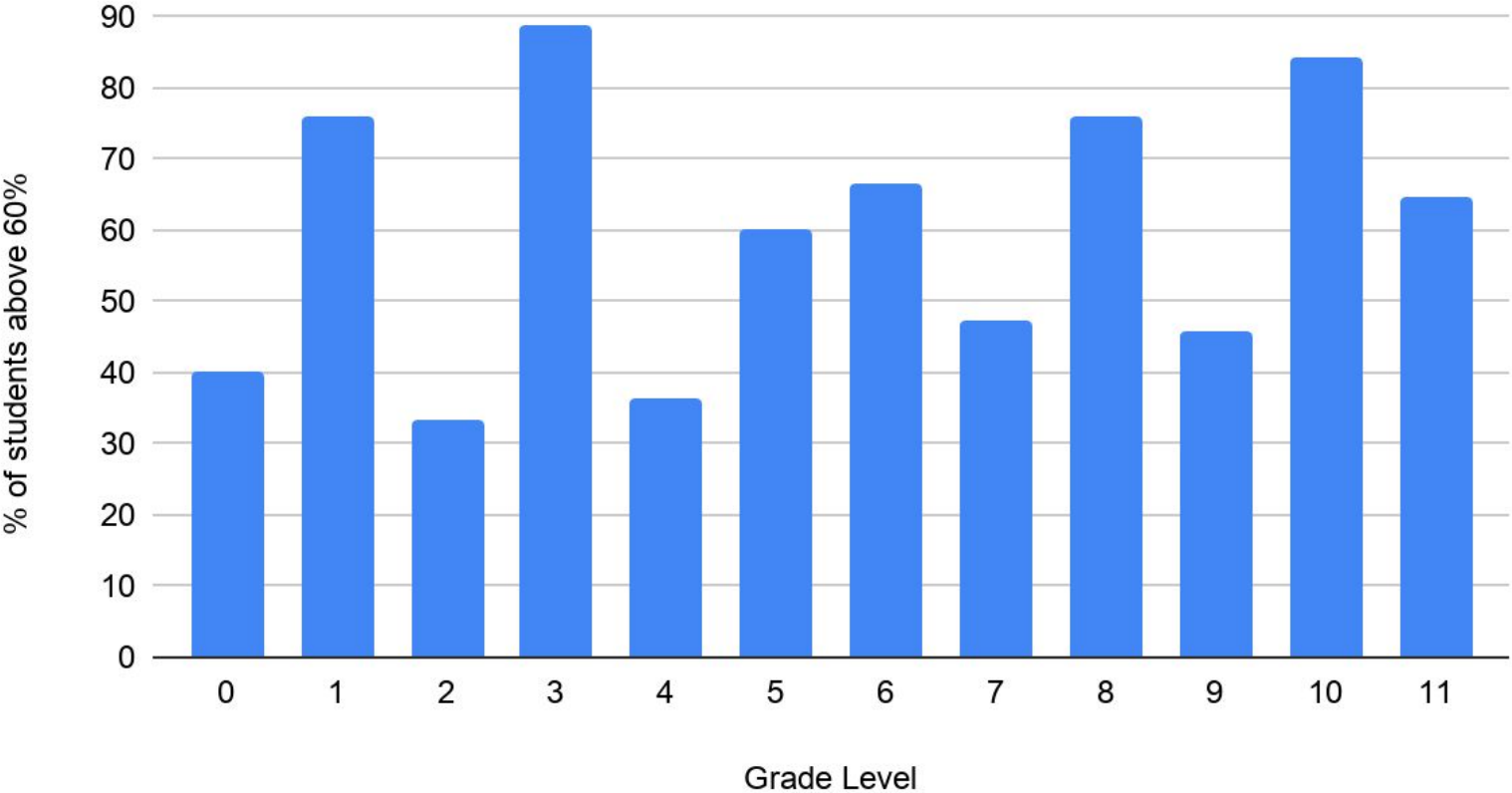


# 2018-19 Math By Grade above 60%



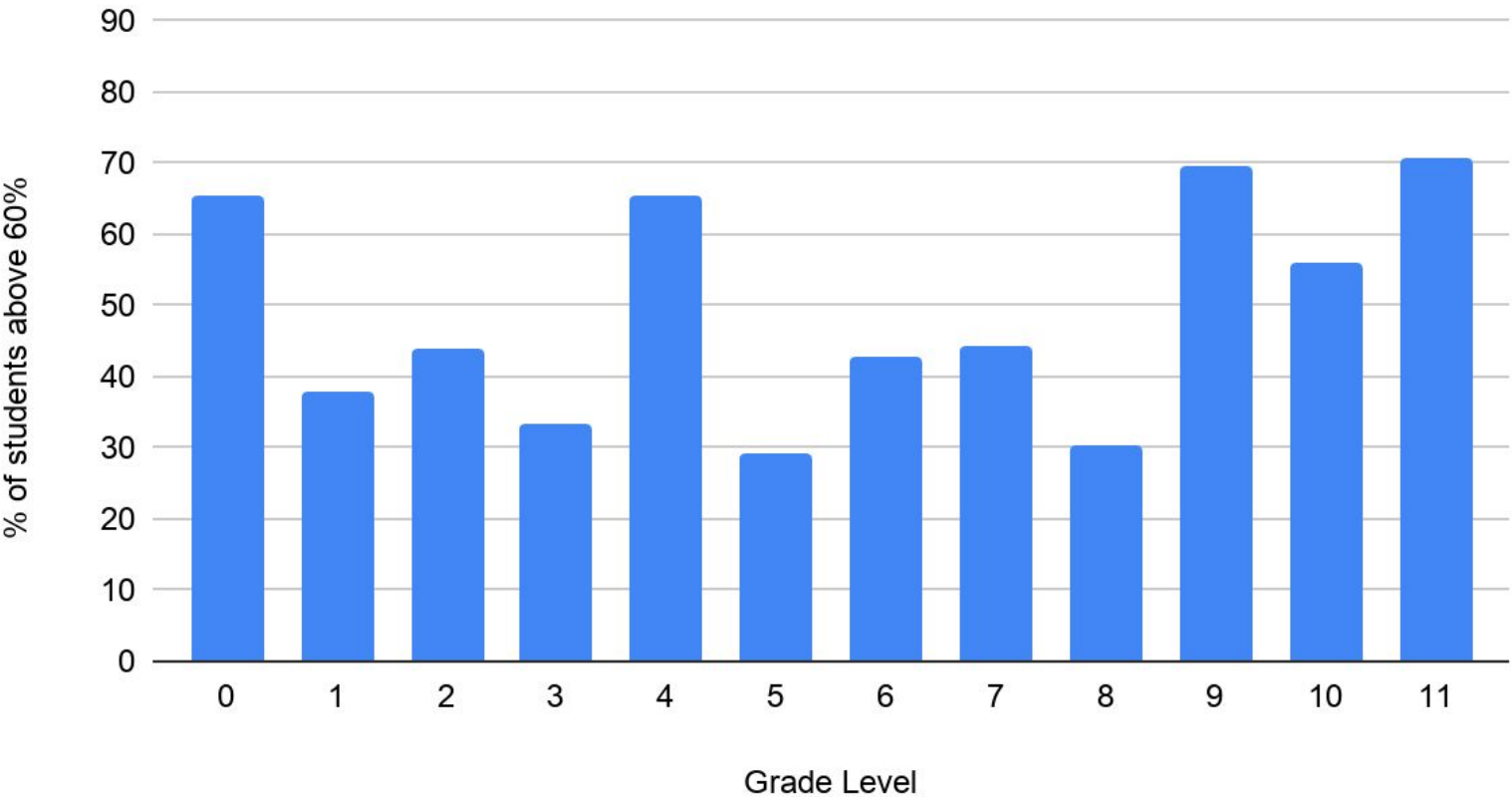


# 2019-20 Math By Grade above 60%



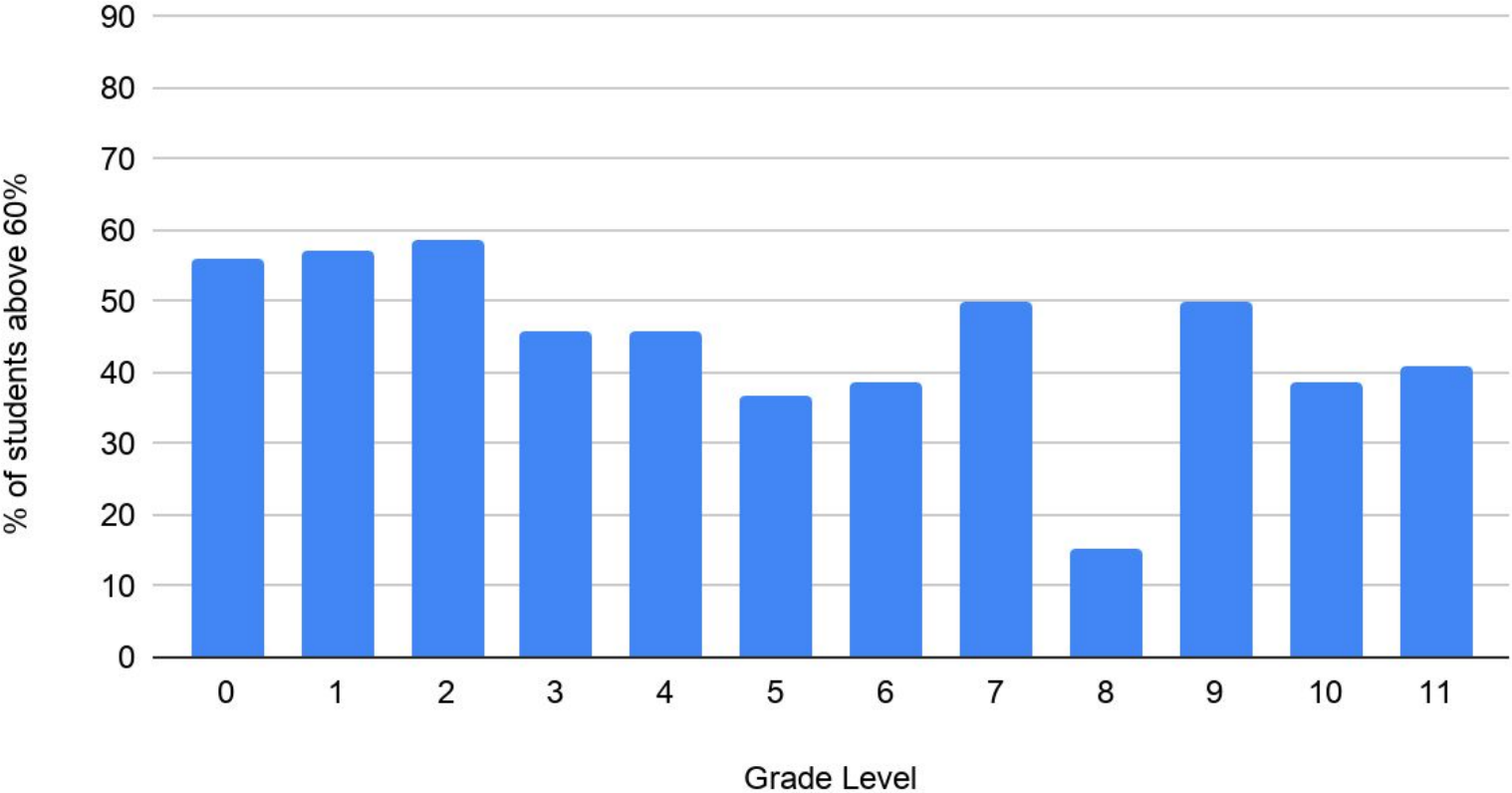


# 2020-21 Math By Grade above 60%



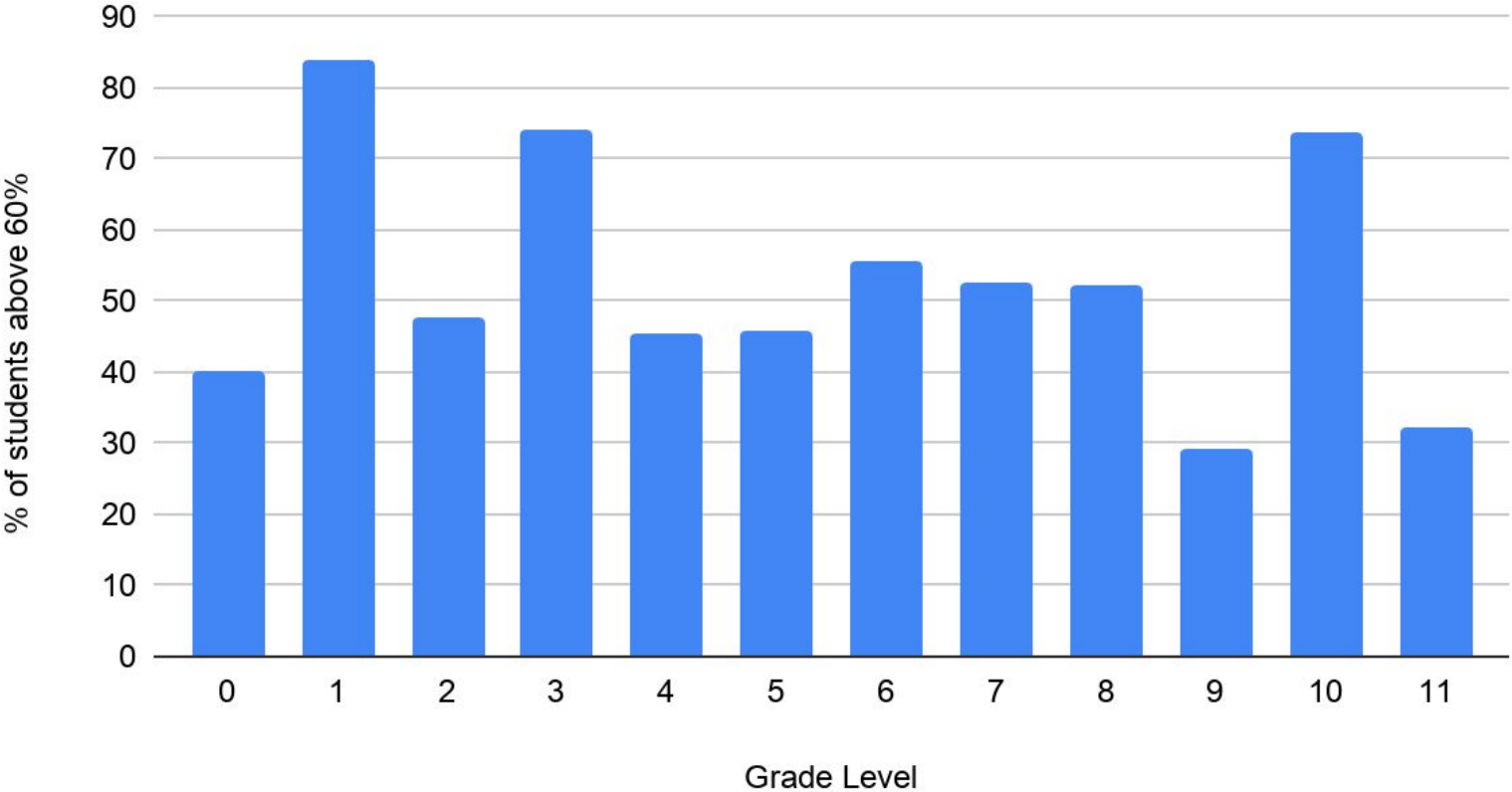


# 2018-19 Reading by grade above 60%



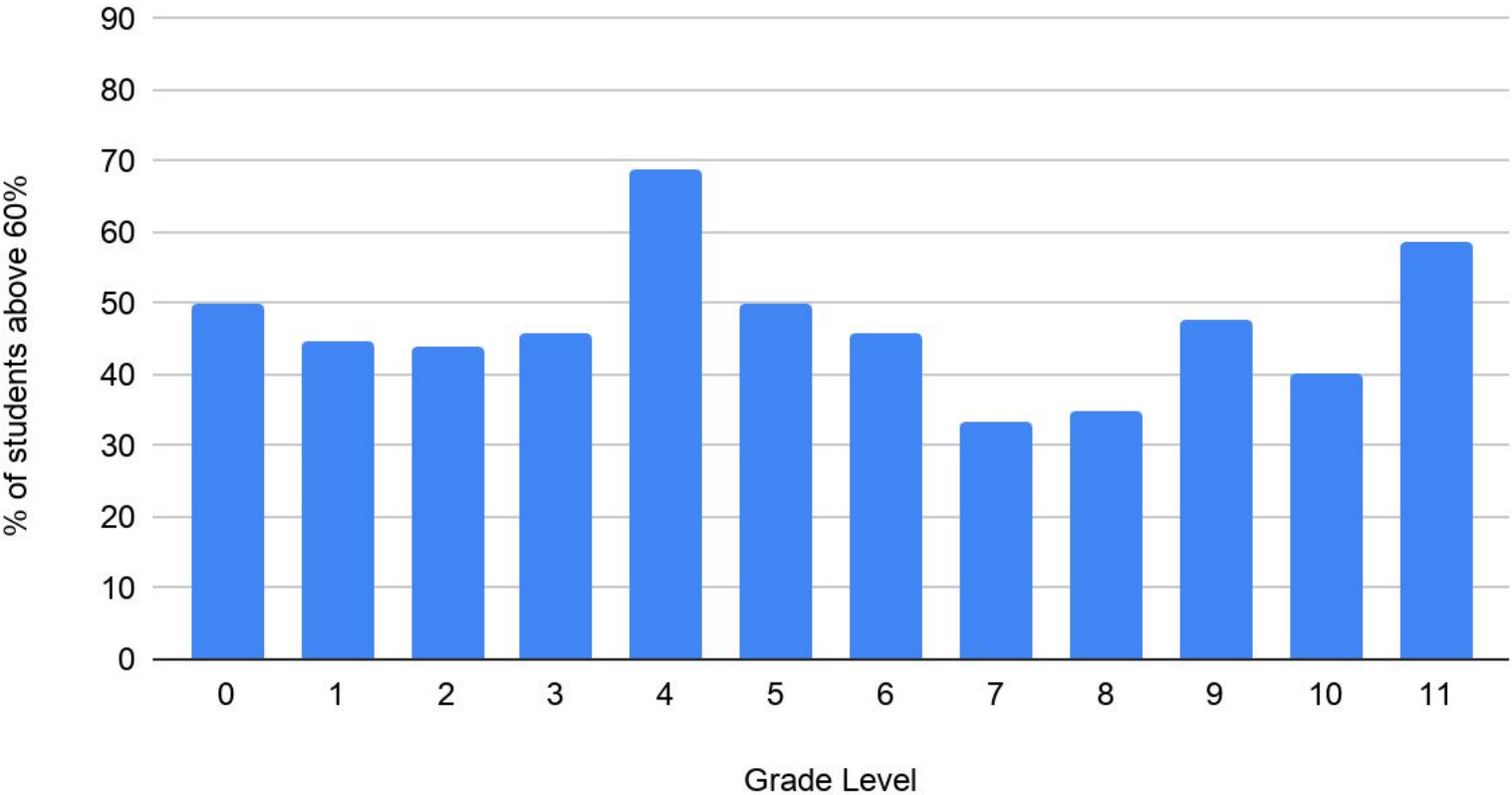


# 2019-20 Reading by grade above 60%





# 2020-21 Reading by grade above 60%



# MATH FALL MAP SCORES



Grade Level	2018-19 % over 60%	2019-20 % over 60%	2020-21 % over 60%
K	52	40	65.38
1	57.14	76	37.93
2	51.72	33.33	44
3	37.5	88.89	33.33
4	45.71	36.36	65.52
5	47.37	60	29.17
6	42.16	66.67	42.86
7	68.18	47.37	44.44
8	42.3	76.19	30.43
9	60	45.83	69.57
10	58.06	84.21	56
11	50	64.52	70.59

# READING FALL MAP SCORES



Grade Level	2018-19 % over 60%	2019-20 % over 60%	2020-21 % over 60%
K	56	40	50
1	57.14	74.07	44.83
2	58.62	47.62	68.97
3	45.83	74.07	45.83
4	45.71	45.45	68.97
5	36.84	45.71	50
6	38.84	55.56	45.71
7	50	52.63	33.33
8	15.38	52.38	34.78
9	50	29.17	47.83
10	38.71	73.68	40
11	40.91	32.26	58.82



# Successful Culture for Growth

- Student growth is OUR responsibility (certified/classified staff, administrators)
  - Changing and being adaptable with our daily core instruction, intervention time, etc
  - Schedule adjustments to meet the needs
  - How can we continue to grow in the area of our tier I/daily instruction?
    - Differentiating our instruction
    - Small group learning
    - Adjusting lessons as teach
    - Pre teach/reteach
    - Reflection of lesson
    - Professional learning goals
    - We will all put in the extra work to achieve our goals!



# Vision and Goals

- All decisions start with:
  - Do we know what we are trying to address?
  - How do we know this? (Data)
  - Do teachers understand student needs and the data?
  - Is the plan a long term sustainable plan that is communicated clearly?
  - If all of the above are met, we are able to move forward
- Use staff more efficiently to support instruction and how the system is supporting student learning
- Scheduling
- Ensuring decisions are based around student needs



## Building an Instructional Plan

- Building principals worked to create a plan and gather information with teachers to adopt a consistent learning platform to support all students PK-12.
  - We met 3 times with a team of teachers to evaluate different programs that support our areas of improvement
- Researched and met with representative from Edgenuity, IXL, and Study Island.
- Evaluated cost and benefit of the programs and chose the best platform for our vision PK-12.



## Building an Instructional Plan

- We are implementing processes that identify and address areas of improvement for all students in the areas of reading and math.
- Training teachers to best find, read, and evaluate data from the NWEA website.
  - 3 Days (9/2, 9/3 and 9/4) with ESU staff Hillary Bentley and both building principals
  - Principals met with teachers during planning times to train together on this process.



## Implementing an Instructional Process

- MAP student profile to identify areas of improvement
- Since the IXL Program correlates to both the Nebraska state standards and MAP growth assessment, teachers could assign specific tasks for their students to address the area of need and what skills they are developing.
- Building principals have created coaching sessions with both ESU 10 content specialists and ourselves to best implement this process
  - Individual, small group, and station rotation models in both buildings during whole group instruction and interventions



# Implementing an Instructional Process

- Each student has specific instructional needs.
  - Phase 1 of implementation for IXL was the creation of IXL skill cards to be used by all elementary and all secondary math and english teachers.
  - [https://docs.google.com/document/d/1tnhnPoMwTiJHLMESdwt\\_IwdFlg4aYK3MRJbjwEyssOo/edit?usp=sharing](https://docs.google.com/document/d/1tnhnPoMwTiJHLMESdwt_IwdFlg4aYK3MRJbjwEyssOo/edit?usp=sharing)
  - [https://docs.google.com/document/d/1isxE0j5mVvDS7DJyk4\\_za-lr8luRuoJtFpM6Kb4ppfY/edit?usp=sharing](https://docs.google.com/document/d/1isxE0j5mVvDS7DJyk4_za-lr8luRuoJtFpM6Kb4ppfY/edit?usp=sharing)
- We are striving to create consistency and accountability for all teachers to help close the achievement gaps that exist within our student population.



## Accountability during Instructional Process

- Accountability for students and their learning
  - Goal Setting Sheet
  - Progress monitoring
  - Celebrations
- Teacher accountability
  - Continually monitoring of progress of achievement through IXL and other formative assessments
  - Tracking the data
  - Changing our teaching and lesson planning to fit the current needs of our students
  - Meeting with building principals to make adjustments if we notice students are not growing
- Engaging Families
  - Family MAP report
  - Student goal setting sheet
  - Updates with student progress
  - Provide resources in the areas of improvement
  - Constant communication

## Evaluation of Instructional Practices

- Modeling sessions for impactful, small group instruction in the area identified as needed improvement
- Actively monitoring classrooms and providing authentic feedback to teachers
- Working on an informal observation-walk through tool
- Upgraded observation process
  - Pre observation form and meeting
  - Observation form
  - Post observation form
  - Goal setting sheet

## Enrollment Summary:

as of 10/07/2020 ()

District Office

Grade Level	Total in Grade	American Indian or Alaska Native	Asian	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	White	Unclassified
-2	19 11 / 8	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	19 11 / 8
-1	18 6 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	18 6 / 12
0	26 14 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	26 14 / 12
1	30 18 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	30 18 / 12
2	25 16 / 9	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	25 16 / 9
3	24 13 / 11	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	24 13 / 11
4	29 17 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	29 17 / 12
5	24 9 / 15	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	24 9 / 15
6	35 20 / 15	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	35 20 / 15
7	18 6 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	18 6 / 12
8	23 8 / 15	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	23 8 / 15
9	23 11 / 12	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	23 11 / 12
10	26 13 / 13	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	26 13 / 13
11	18 8 / 10	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	18 8 / 10
12	33 17 / 16	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	0 0 / 0	33 17 / 16
<b>Total</b>	<b>371</b> <b>187 / 184</b>	<b>0</b> <b>0 / 0</b>	<b>0</b> <b>0 / 0</b>	<b>0</b> <b>0 / 0</b>	<b>0</b> <b>0 / 0</b>	<b>0</b> <b>0 / 0</b>	<b>0</b> <b>0 / 0</b>	<b>371</b> <b>187 / 184</b>

The Scheduling/Reporting Ethnicity view displays student ethnicity data that is used in scheduling and preconfigured reporting. See the help for more information.

## Option Enrollment Comparison

2019-2020

Opt In                    34

Opt Out                   28

Net Difference           +6

2020-2021

Opt In                    48

Opt Out                   31

Net Difference           +17

## CONTRACT FOR MUNICIPAL ADVISORY SERVICES

This Contract for Municipal Advisory Services (together with the attached Exhibits and Work Amendments (as hereinafter defined), this "Contract") is made and entered into this \_\_\_ of \_\_\_\_\_, 2020 (the "Effective Date") by and between Buffalo County, Nebraska School District 0009 (Elm Creek Public Schools) (the, "Issuer") and First National Capital Markets (the "Municipal Advisor").

### RECITALS

WHEREAS, the District plans to consider and possibly authorize (1) the calling of a bond election and, (2) upon approval by the legal voters of the District, issuance of general obligation bonds to fund additions and improvements (Project); and,

WHEREAS, the District desires and is authorized to retain the services of Municipal Advisor in connection with the financial planning for the Project.

1. **Engagement of Municipal Advisor.** Municipal Advisor shall provide financial consulting services to the Issuer (the "Work") described on separate, subsequent amendments to this Contract, in substantially the form attached hereto as Appendix A and incorporated herein by reference (each, a "Appendix," and collectively, the "Appendices"). The Issuer and the Municipal Advisor intend and agree that, to the extent the performance of services by the Municipal Advisor under this Contract constitutes municipal advisory activities within the meaning of rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a fiduciary duty of the Municipal Advisor under Section 15B(c)(1) of the Securities and Exchange Act of 1934 or any applicable rule of the Municipal Securities Rulemaking Board (MSRB), such duty does not extend beyond the services to be provided under this Contract, and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and Municipal Advisor.

2. **Scope of Services.** The Municipal Advisor is hereby engaged by the Issuer as an independent contractor to perform, in accordance with industry best practices and in the best interest of the Issuer, such portions of the Work which may include certain financial consulting services set forth on Appendix B to this Contract (the "Municipal Advisory Services"), which is attached hereto and incorporated herein by reference. The Municipal Advisor shall be compensated pursuant to Section 3 hereto for performing such Municipal Advisory Services.

3. **Compensation.** For services provided, and in connection with its role advising during the planning stages, the Municipal Advisor shall be paid an engagement fee of \$4,000. For services provided, and in connection with the issuance of general obligation bonds, the Municipal Advisor shall be paid a fee equal to the following:

<u>Par Amount</u>	<u>Fee</u>
\$0-\$10,000,000	0.60% of Par
\$10,000,001-\$20,000,000	0.50% of Par
>\$20,000,000	0.40% of Par

Such fee shall be paid at the time of the closing of the bonds in the form of check or by wire from bond proceeds or district funds.

4. **Underwriting.** Except as hereinafter provided, Municipal Advisor covenants and agrees that neither it nor any affiliate of the Municipal Advisor will directly or indirectly act as or on behalf of an underwriter for any municipal securities issued by the Issuer that is directly related to any issuance in which the Municipal Advisor provides Work.

5. **Recommendations.** Prior to any Work being carried out by the Municipal Advisor on behalf of the Issuer, the Municipal Advisor shall not recommend to the Issuer that it enter into any municipal securities transaction or municipal financial product unless the Municipal Advisor has a reasonable basis for believing, based on the information obtained through the reasonable diligence of the Municipal Advisor, that such transaction or product is suitable for the Issuer and is reasonably in the best interest of the Issuer.

6. **Expenses.** Municipal Advisor will be responsible for all of the Municipal Advisor's out-of-pocket expenses, including communication, cost of financial analysis and reports prepared in fulfilling its duties outlines herein. If out-of-state travel is directed by the Issuer, the Issuer will reimburse the Municipal Advisor for those expenses. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancements, printing of bonds, printing and distribution of required disclosure documents, trustee fees, payment agent fees, CUSIP registration, and the like.

7. **Term of Contract.** The term of this contract shall be for a period beginning \_\_\_\_\_, 2020, and continuing through the occurrence of one of the following events, whichever occurs first in time:

a. The approval by the legal voters at an election held either by special or general election held on or before December 31, 2021 of a bond issue to finance the Project, and the completion of all services provided by Municipal Advisor for the Project under the terms of this Agreement.

b. No bond issue is approved by the legal voters of the School District to finance the Project on or before December 31, 2021, and in such event, this Agreement shall terminate; provided that nothing in this paragraph requires the School District to conduct a bond issue during the period of \_\_\_\_\_, 2020 and December 31, 2021.

c. Upon thirty (30) days written notice by either party hereto of a determination to terminate this agreement; provided that following a successful bond election, but prior to the issuance of the first series of bonds, neither the District nor Municipal Advisor may terminate this contract, and after the issuance of the first series of Bonds, the District or Municipal Advisor may terminate this agreement as provided herein. This Agreement shall not create a continuing contract for fiscal agent, financial advisor, or any other services for future building projects or bond elections beyond the term set forth herein.

8. **Disclosure of Conflicts of Interest.** Attached hereto as Appendix C is the Municipal Advisor's Disclosure of Conflicts of Interest with respect to Municipal Advisor's compensation arrangement which is contingent on the closing of the transaction described in the Work. Except for the preceding sentence, Municipal Advisor has no known conflicts of interest. By execution of this Contract, the Issuer acknowledges it has read the attached Appendix C and has asked any questions or sought any clarification about the disclosure, with no further questions about the disclosure.

9. **Professional Liability Insurance.** Municipal Advisor has and during the term hereof, will maintain the professional liability insurance as shown on Appendix D. Municipal Advisor is not now nor has it ever been subject to any material legal or disciplinary events.

10. **Independent Contractor.** The Municipal Advisor is an independent contractor and nothing herein contained shall constitute or designate the Municipal Advisor or any of its employees or agents as employees or agents of the Issuer.

11. **Assignment.** Neither the Municipal Advisor nor the Issuer shall have the right or power to assign any of its respective rights or delegate any of its respective duties under this Contract, without the express written consent of the other party. Acquisition of the Municipal Advisor, or all individuals duly licensed to serve as Municipal Advisor, by a third party firm shall not constitute an assignment of this Contract.

12. **Entire Contract/Amendments.** This Contract, the Appendices hereto, and any amendments hereto (including any Appendices) which are expressly incorporated herein, constitute the entire Contract between the parties hereto and set forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may not be modified except by a writing executed by both the Municipal Advisor and the Issuer.

13. **Not Liable for Advice of Third Party Municipal Advisors.** Should the Issuer seek advice from third party municipal advisors, bankers or legal advisors or others providing guidance similar in scope or kind to that contemplated herein, the Issuer agrees that the Municipal Advisor shall not be held liable for advice or recommendations made to the Issuer by third party municipal advisors, bankers or legal advisors.

14. **Legal Advice.** The Municipal Advisor is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Municipal Advisory Services contemplated in this Contract shall be construed as or a substitute for legal services.

15. **Not Liable for Inadvertent Advice.** In the event that Municipal Advisor inadvertently provides advice to the Issuer where Municipal Advisor provides advice to a person or entity that is not identified herein as an obligated person or where Municipal Advisor provides advice to the Issuer but subsequently provides no advice with respect to the transaction identified by the Work, Municipal Advisor will, as promptly as possible, provide to the Issuer, a document which states: (i) Municipal Advisor did not intend to provide said advice and that it has ceased engaging in Municipal Advisory Services with the Issuer, (ii) a notification of the disclosures of the conflicts of interest has not been provided; (iii) Municipal Advisor has, in good faith, undertaken reasonable efforts to identify the advice that was inadvertently provided; and (iv) a request that the Issuer acknowledge receipt of the notification.

16. **Indemnification.** To the extent the Issuer is authorized by law to indemnify the Municipal Advisor, the Issuer shall indemnify and hold harmless the Municipal Advisor, each individual, corporation, partnership, trust, association or other entity controlling the Municipal Advisor, any affiliate of the Municipal Advisor or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Issuer's gross negligence or willful acts, errors or omissions in the performance of its obligations under this Contract or any

other resolution, document or covenant with respect to the Issuer issued by Issuer as contemplated herein.

To the extent the Municipal Advisor is authorized by law to indemnify the Issuer, the Municipal Advisor will indemnify and hold harmless the Issuer each individual, corporation, partnership, trust, association or other entity controlling the Issuer, any affiliate of the Issuer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Municipal Advisor's gross negligence or willful acts, errors or omissions in the performance of its services under this Contract.

The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer respecting these laws shall not constitute a breach by the Municipal Advisor or any of its duties and responsibilities under this Contract.

16. **Notices.** Any written notice or communications required or permitted by this Contract or law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States; mail, first-class postage prepaid, addressed to the Issuer at :

Buffalo County SD 0009  
a/k/a Elm Creek Public Schools District  
230 East Calkins Avenue  
Elm Creek, Nebraska 68836

Or to the Municipal Advisor at:

First National Capital Markets  
Attn: Tobin Buchanan  
2223 2<sup>nd</sup> Avenue  
Kearney, Nebraska 68848

17. **Consent to Jurisdiction: Service of Process.** The parties each hereby (a) submits to the jurisdiction of the District Court of Douglas County, Nebraska sitting in Omaha, Nebraska with respect to any actions and proceedings arising out of or relating to this Contract, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Contract other than in the District Court of Buffalo County, Nebraska sitting in Kearney, Nebraska and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. **Counterparts; Severability.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Contract which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms

and provisions of this Contract or affecting the validity or enforceability of any of the terms or provisions of this Contract in any other jurisdiction.

19. **Parties in Interest.** This Contract, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any Indemnitee and their respective successors, heirs and assigns, and nothing in this Contract, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

20. **General.**

The failure of either of the parties to enforce any right or provision under this Contract shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Contract.

The captions in this Contract are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Contract or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the "Word")," and thereafter in this Contract, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written. By the signature of its representative below, (i) each party affirms that it has taken all necessary action to authorize said representative to execute this Contract; and (ii) the Issuer has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached hereto as Exhibit C-1 and C-2, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

Buffalo County, Nebraska Schools 0009 (Elm Creek Public Schools)

By: \_\_\_\_\_

Title: President, Board of Education

First National Capital Markets

By: \_\_\_\_\_

Title: Director

**APPENDIX A**

APPENDIX TO MUNICIPAL ADVISORY SERVICES CONTRACT

This Appendix to Municipal Advisory Services Contract (this "Appendix") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Buffalo County School District 0009, a/k/a Elm Creek Public Schools (the "District"), and First National Capital Markets (the "Municipal Advisor").

RECITALS

WHEREAS, the District and Municipal Advisor entered into a Municipal Advisory Services Contract dated as \_\_\_\_\_, 2020 (the "Contract"); and

WHEREAS, the District desires to amend the Contract to include the Work as hereinafter defined; and

WHEREAS, the District desires to engage Municipal Advisor to render services with respect to the Work.

NOW THEREFORE, the parties agrees as follows:

The following Work is included in the scope of services to be provided under the Contract:

- Financial planning and guidance with respect to the District's Proposed Bond Issue referendum and any related or unrelated debt issuance for expansion or improvement of the District's facilities.

The Issuer hereby acknowledges that prior to the execution of this Appendix, Municipal Advisor has discussed with the Issuer (i) the Municipal Advisor's evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; (ii) the basis upon which the Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is suitable for the District; and (iii) whether the Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.

This Appendix forms part of, is subject to and incorporated into the above-referenced Contract.

IN WITNESS WHEREOF, the parties have executed this Appendix to Municipal Advisory Services Contract on the date first above written. By the signature of its representative below, (i) each party affirms it has taken all necessary action to authorize said representative to execute this Appendix; and (ii) the District has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached to the Contract as Appendix C, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

Buffalo County School District 0009, a/k/a Elm Creek Public Schools By: _____ Title: _____ President, Board of Education	First National Capital Markets By: _____ Title: Tobin Buchanan Director
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## MUNICIPAL ADVISORY SERVICES

### APPENDIX B

The Municipal Advisory Service to be provided include all duties and services necessary or advisable to facilitate the issuance of bonds and other obligations, including, but not limited to:

A. PRE-BOND ISSUE ELECTION SERVICES: The Municipal Advisor shall provide the following services prior to the election held regarding the issuance of bonds to fund the Project:

- The provision of a fiscal analysis for the financing of the Project through the issuance of general obligation bonds supported by ad valorem taxes.
- Assistance along with the design and construction consultants for the Project to determine the financial cost and dollar amount requested to be submitted to the legal voters at a bond election call be the Board of Education of the District.
- Work with the staff and Board of Education to develop and recommend a bond election information program and a financing plan deemed to be acceptable by the school district.
- Appear as the District's financial advisor at Board of Education or public meetings to provide information with regard to the financing of the proposed construction of the Project.
- Provide financial information to any citizen's committee formed regarding the bond issue.
- Assistance in working with the County Clerk(s) or Election Commissioners(s) having jurisdiction over the bond issue ballot election in the calling and conduct of the ballot issue regarding the proposed bond issuance.
- Provide bond issue ballot election services, including assistance in retaining bond counsel to provide legal advice and in the development of the resolution to call the bond issue election, ballot language and the preliminary and final official statements, and attendant documents as required by law in the call of and conduct of an election of the ballot issue.

B. POST-BOND ISSUE ELECTION SERVICES: Should the bond issuance for the Project be approved by the legal voters of the Issuer, the Municipal Advisor shall provide the following services regarding the issuance of bonds to fund the Project:

- Provide recommendations regarding the timing, structure, conditions and form of debt issuance, including evaluation of bond insurance costs.
- If a competitive sale is selected, assist in the preparation of bids, formation of bidding syndicates and review of the bids received.
- If a negotiated sale is selected, advise the issuer concerning the number of qualifications of the managing underwriters and their compensation level, market trends, and interest rates proposed by the managing underwriters at the point of entry to the market.
- Assist in the preparation of information for rating agency presentations, schedule and assist in the presentations, and act as a liaison with the agencies, providing information as needed to maintain and improve the Issuer's ratings.

- Coordinate and prepare Preliminary and Final Official Statements, and other financing documents, including arranging for printing, mailing, and online posting for prospective investors.
- Advise the Issuer concerning the need for credit enhancement and assist in the procurement and negotiation of related agreements.
- Monitor and control fees and expenses incurred in connection with the issuance of bonds.
- Coordinate electronic bid verifications and recommend acceptance or rejection of bids. Evaluate bids relative to the market and other comparable securities.
- Assist in working with the County Clerk and staff and County Election Commissioner and staff having jurisdiction over the election in the calling and conduct of the ballot issue regarding the issuance of the bonds.
- Assist in closing details and post-closing duties, including ensuring compliance with compliance with continuing disclosure filing requirements and providing a post transaction summary report.
- Prepare post sale analysis describing the results of the sale in comparison with other financings in the market.
- Maintain debt service records on all outstanding Issuer debt.
- Monitor and advise the Issuer on refunding opportunities and other financial products that would benefit the Issuer.
- Assist in the development and evaluation of requests for proposals and other bidding documents for various services, including procurement of bond insurance and letter of credit.
- Attend meetings to present recommendations and analysis and otherwise participate in the financings to assure that the structure, purpose terms and costs of the issue are consistent with the Issuer's best interests and industry practices.
- Bring forward any actual or potential problems that the Municipal Advisor may identify and provide recommendations regarding their solutions.
- Prepare written or oral analyses of unsolicited proposals from investment bankers.
- Review and analyze implications for the Issuer of proposed changes to federal, state and local tax and finance laws.
- Prepare brief financial studies and reports, including current interest rate structures based on the Issuer's credit rating, relating to potential financings, outstanding financings or funding alternatives for new projects.

## DISCLOSURE OF CONFLICTS OF INTEREST

### EXHIBIT C

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternative that may result in the cancellation of the financing or other transaction.

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issues or modify the derivative for the purpose of increasing the advisor's compensation.

Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to the Issuer, or to advise the Issuer to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described herein.

Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Issuer under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of

the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to the Issuer.

## FACILITIES CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into between the Elm Creek Public Schools ,230 East Calkins Ave., Elm Creek, NE 68836 (“District”) and Russell Koch (“Consultant”) on this “9th” day of March, 2020

1.1. Facilities Advisor Consultant agrees to serve as a Facilities Adviser to the District with respect to the providing services needed for Board of Education approved projected construction projects that meet the Board goals, student and staff needs and community expectations. Consultant agrees to serve as a Facilities Adviser/Consultant to the District, pursuant to the terms and conditions set forth herein. Consultant’s services will be provided to the District on an “as needed” basis and the District is under no obligation to use Consultant’s services for a definite term or duration. Consultant’s obligation to provide services as set forth herein shall arise only when requested by the Superintendent of the District.

1.2. Independent Contractor. Consultant shall at all times be an independent contractor to the District and Consultant shall be responsible for furnishing all tools, equipment and devices that are necessary for performing the duties set forth herein. Consultant shall not be deemed an employee of the District and shall not be entitled to any benefits accorded to District employees.

1.3. Services. Consultant’s obligation to provide services shall arise only when requested by the Superintendent of the District. Consultant’s services shall be limited to the following subjects and topics, unless otherwise specifically requested by the Superintendent of the District:

- a. Provide advice and/or recommendations to the Superintendent with respect to existing conditions of school facilities.
- b. Provide the District Facilities Planning Services which may include assisting with selection of an Architect and if needed a Construction Manager At Risk for construction projects . Planning will be with input and approval of the Elm Creek Public Schools Board of Education.
- C. Provide Services as requested for assistance with any other school related items including, but not limited to, school purchasing, scheduling/organizing of construction activities in relationship to school activities, and any other items relating to school construction projects.
- D. Provide Services as requested during the construction of any facilities project that is approved by the Elm Creek Public School Board of Education.
- E. Provide other services as requested by the Superintendent of Schools.

The District is under no obligation to use Consultant's services for a specific term or duration. Consultant is under no obligation to provide any services until such services are specifically requested by the Superintendent.

1.4. Advisory Capacity. Consultant acknowledges and understands that Consultant's services are provided in an advisory capacity and that Consultant has no authority to direct, control or to change the scope of the construction projects. A Consultant is not an agent or representative of the District and has no authority to bind the District or take any action on behalf of the District unless specifically permitted by the Superintendent of the District.

1.5. Consulting Fee. The District agrees to pay Consultant a consulting fee of \$80.00 per hour. Consultant shall not be reimbursed for any expenses beyond the consulting fee unless such expenses have been previously approved for reimbursement by the Superintendent of the District. Consultant shall submit monthly invoices that set forth the date upon which services were provided, the number of hours services were provided (if services were for less than an hour, Consultant shall report such time in one-quarter of an hour increments) and a brief description of the services provided. Any authorized reimbursements shall also be included. Invoices shall be paid after they have been approved by the District Board of Education. In the event that services are required for large group community engagement or presentations, the fee charged will be at \$95.00 per hour.

1.6. Mileage will be reimbursed by the School District at State rate. Travel distance is based off of the round trip from Lincoln to Elm Creek and back to Lincoln.

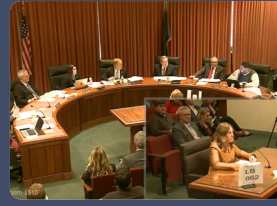
1.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties, and may be amended or changed only in writing signed by both Consultant and the District.

1.8. Choice of Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement shall be found invalid or unenforceable, such provision may be severed and shall not affect the other provisions of this Agreement.

CONSULTANT Russell Koch Russell Koch. Date of work to begin after the August 17th, 2020 Board of Education Meeting

DISTRICT: Elm Creek Public Schools

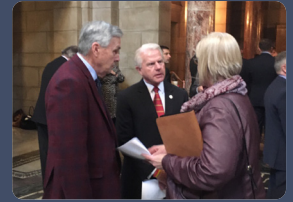
SUPERINTENDENT \_\_\_\_\_



# NASB'S ADVOCACY HANDOUT

OF PROPOSED CHANGES TO THE STANDING POSITIONS & LEGISLATIVE RESOLUTIONS

FOR YOUR APPROVAL AT THE 2020 (VIRTUAL) DELEGATE ASSEMBLY



NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR THE 2021 SESSION

NASB (VIRTUAL) DELEGATE ASSEMBLY | NOVEMBER 13, 2020 | 1:00 PM CT

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

#liveNASB

The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans.

# IN PREPARATION FOR THE 2020 (VIRTUAL) DELEGATE ASSEMBLY

## HAVE THIS HANDOUT WITH YOU DURING THE DELEGATE ASSEMBLY!

This Handout lists of all items to be considered by this Delegate Assembly, which will shape NASB's 2021 legislative and leadership agenda. Underlines (add to) and strike-throughs (delete) are added when a current position is proposed for amendment. Items without any marks are either new submissions or proposed to be continued unchanged. The Delegate Assembly will be held on November 13, at 1:00 PM CT via Zoom online connection. The enclosed positions will be presented to the Assembly. If there are no objections or amendments to a given item, the proposal will automatically become a position of the Association. Amendments or motions to kill proposals require a motion that is supported by a two-thirds vote of the Assembly. There will be a vote on the proposals only when a change is desired, or an attempt is made to kill a particular proposal. Please consult the "Rules of Procedure" in the back of this Handout.

## AGENDA FOR FRIDAY, NOVEMBER 13, 2020

1. RESOLUTION
2. REPORT OF CREDENTIALS COMMITTEE, RULES OF PROCEDURE & AGENDA
3. LEGISLATIVE RESOLUTIONS & STANDING POSITIONS
4. NEW BUSINESS
5. ADJOURNMENT

## GOVERNMENT IS RUN BY THE PEOPLE WHO SHOW UP (LOG ON!)

### WHO IS YOUR DELEGATE?

*While any board member is welcome to attend the Delegate Assembly, each board should select one member to represent the district or ESU as the voting delegate.*

Each district and ESU should select a board representative for the Delegate Assembly prior November 13.

ONE DISTRICT. ONE VOICE.  
MAKE SURE YOUR DISTRICT'S VOICE IS HEARD!

If you have questions, you may reach us at 800-422-4572



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## MARK YOUR CALENDARS | KEY LEGISLATIVE DATES

November 3, 2020	Nebraska General Election
NOVEMBER 13, 2020	VIRTUAL DELEGATE ASSEMBLY
January 6, 2021	2021 Legislative Session begins The 107th Legislature - First Session
January 20, 2021	Day 10: All bills must be introduced by this date Committee Hearing take place through mid-March
January 31, 2021	NASB Legislation Committee Meeting
January 31-February 1, 2021	Legislative Issues Conference   Cornhusker Marriott - Lincoln
June 10, 2021	Final day of the 90-Day Legislative Session
July 1, 2021	Call for Legislative Submissions for 2022 consideration due <a href="http://www.nasbonline.org/registrations/ProposedResolution.aspx">http://www.nasbonline.org/registrations/ProposedResolution.aspx</a>

\*All dates subject to change. At the beginning of the 2021 Legislative Session, the newly elected Speaker will publish the permanent session calendar, which may differ from the current calendar.

# YOUR NASB LEGISLATION COMMITTEE



Brad Wilkins, Chair  
NASB President-Elect  
Ainsworth



Stacie Higgins  
NASB President  
Nebraska City



Kim Burry  
NASB Vice President  
Bayard



Member 1  
Lou Ann Goding  
Omaha



Member 2  
Shavonna Holman  
Omaha



Member 3  
Marque Snow  
Omaha



Member 4  
Connie Duncan  
Lincoln



Member 5  
Kathy Danek  
Lincoln



Member 6  
Linda Poole  
Millard



Member 7  
Sarah Centineo  
Bellevue



Member 8  
Beth Morrisette  
Westside



Member 9  
Skip Altig  
North Platte



Member 10  
Patti Gubbels  
Norfolk



Member 11  
Laura Schneider  
Hastings



Member 12  
Ryne Seaman  
Seward



Member 13  
Suzanne Sapp  
Ashland-Greenwood



Member 14  
Lisa Wagner  
Central City



Member 15  
Steve Koch  
Hershey



Member 16  
Jim Vlach  
Lyons-Decatur



Member 17  
Christopher Waddle  
Giltner



Member 18  
Ron Pearson  
ESU 3



Appointed Member  
Lisa Albers  
Grand Island



Appointed Member  
Jayson Bishop  
Perkins County



Appointed Member  
Linda Richards  
Ralston



Appointed Member  
Stephanie Summers  
David City



Appointed Member  
Annette Weise  
Tri County

# ADVOCACY

With your help, NASB is an advocate for public education and local school governance ...  
and YOUR collective voice in the Legislature

As NASB represents the state's 260+ member districts and ESUs, relationships and communication are the keys to the success of the Association's advocacy work. NASB advocates for the standing positions and legislative resolutions approved by delegates all from member boards at the annual NASB Delegate Assembly held in conjunction with the State Education Conference each November. It is here, and throughout the year where our focus is to work for and with you on all of the issues that impact public education.

Can YOU really make a difference?  
YES YOU CAN!

You are an elected official and a community leader. As a school board member, you are in an excellent position to educate and influence the legislative process, and are seen as a key resource on education policy for your district.

We encourage all boards to include a legislative update as a part of each meeting, and to discuss/share key legislative information with other board members and key individuals in the community. Advocacy is year-round, although much of the attention is garnered during the session itself.

Bookmark the Government Relations page of [www.NASBonline.org](http://www.NASBonline.org) for updates and information, and make sure to utilize *Legislative Notes*, summarizing all of the pertinent items related to public education in Nebraska.

Another great resource is [www.NebraskaLegislature.gov](http://www.NebraskaLegislature.gov).

**NO ONE IS MORE QUALIFIED TO TALK ABOUT YOUR SCHOOL DISTRICT, YOUR COMMUNITY,  
AND YOUR NEEDS RELATED TO PROVIDING A QUALITY EDUCATION THAN YOU!**

**Advocacy is on-going. Stay up to speed on the Legislature year-round.**

- ✓ Become Familiar With Your Senator & Their Staff -- Don't take for granted the access we have as Nebraskans to our Senators & Federal Representatives. It is not like that everywhere. Take advantage of it! Be involved. Build the relationship. Be ENGAGED!
- ✓ Have a "legislative update" agenda item at each board meeting, and share key legislative information with your board, and your community
- ✓ Pass board policy specific to how you deal with legislative issues
- ✓ Utilize NASB's Legislative links, communication, the *Legislative Notes* newsletter, track specific bills, follow along on social media, and study the annual Advocacy Handbook
- ✓ Reach out to NASB's Legislative Team, and/or a member of the NASB Legislation Committee. Attend the various Legislative Lunches throughout the year across Nebraska.
- ✓ Stay up to speed with your local newspaper, social media, senator emails/newsletters, etc.

**ASK YOURSELF: WHAT ARE YOU DOING FOR YOUR DISTRICT?**  
The Legislature needs to know school board members want to be involved!

NASB LEGISLATIVE TEAM: JOHN SPATZ, COLBY COASH, MATT BELKA & VICKI WALTER-WINTERS

# PROPOSED 2020 RESOLUTION

## 2020 NEBRASKA ASSOCIATION OF SCHOOL BOARDS DELEGATE ASSEMBLY

WHEREAS, the Covid-19 global pandemic has had a major impact on the educational community in 2020;

WHEREAS, as a result of Covid-19 the NASB Board of Directors have had to adjust its board calendar and postpone many learning opportunities;

WHEREAS, due to the uncertainty created by the pandemic and because of the necessity in having the 2020 NASB Delegate Assembly conduct its business, the NASB Board of Directors is recommending to the 2020 NASB Delegate Assembly it meet virtually;

WHEREAS, the current officers of the NASB Board of Directors are:

President – Stacie Higgins, board member, Nebraska City Public Schools

President-elect – Brad Wilkins, board member, Ainsworth Community Schools

Vice President – Kim Burry, board member, Bayard Public Schools

Past President – Steve Blocher, board member, West Point Public Schools

WHEREAS, the NASB Board of Directors met virtually in August and voted to forward to the 2020 Delegate Assembly a resolution recognizing the current four officers for an additional year in their current positions;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the 2020 NASB Delegate Assembly duly adopts the following Resolution:

- 1) All NASB Bylaws requiring the NASB Delegate Assembly to meet in person are suspended for the year 2020, and all required NASB business and action may be done virtually in 2020; and
- 2) All NASB Bylaws addressing the election of officers and terms are suspended for one year and the current four officers, Stacie Higgins, Brad Wilkins, Kim Burry, and Steve Blocher will have their current terms renewed through the 2021 NASB Delegate Assembly.

## #liveNASB

### School Boards Make Nebraska a Great Place to LIVE!

Through Leadership, Innovation, Vision and Engagement Nebraska's School Boards are making a difference for students across the state.

**LEADERSHIP:** NASB will provide leadership to groups, individuals, and organizations and facilitate efforts to improve student achievement.

**INNOVATION:** Through innovation of programs and services, NASB will add value for our members and generate revenue to support growth.

**VISION:** NASB will develop a vision with other groups, individuals, and organizations to address how we fund schools and provide opportunities to bring a quality education to all children.

**ENGAGEMENT:** With engagement of its board and members, NASB will provide opportunities for school boards to be advocates for public education.

# LEGISLATIVE RESOLUTIONS

*. . . as approved by the Legislation Committee on July 18, 2020  
. . . and approved by the Board of Directors on August 20, 2020  
. . . and submitted to the Delegate Assembly on November 13, 2020*

Resolutions are statements of intended and desired legislative action on items of current needs or problems. Resolutions are in effect for one year and direct the organization and its staff in their legislative efforts with each annual session of the Legislature. All resolutions submitted are presented for consideration and action. The Delegate Assembly shall receive, consider, and act upon legislative resolution proposals submitted to it by the Legislation Committee and the Board of Directors.

- If no action is taken on a given proposal, it becomes a Legislative Resolution of NASB.
- Any such proposal may be amended or rejected only by an affirmative vote of two-thirds of the delegates present and voting.
- No Legislative Resolution proposal, which has not been approved by the Legislation Committee, shall be adopted except on an affirmative vote of two-thirds of the delegates present and voting.
- Resolutions from the floor require a two-thirds supporting vote of the Delegate Assembly for adoption.
- Rationale is for the delegates' reference only and will not be shown in future publications of NASB's Legislative Resolutions.

Members with questions concerning the Legislative Resolutions are urged to call NASB before the Delegate Assembly.

## PROPOSED LEGISLATIVE RESOLUTIONS FOR 2021

LEADERSHIP    INNOVATION    VISION    ENGAGEMENT    #liveNASB

### R-1 — CREATING A VISION FOR NEBRASKA'S FUTURE:

NASB will lead and support the creation of a vision that revises tax policy and invests state resources for Nebraska's future.

### R-2 — EDUCATION PROGRAM OPPORTUNITIES

NASB believes that each student should have access to a challenging instructional program which is relevant and prepares him or her for work or further education.

### R-3 — EXPAND USE OF QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

NASB supports the expansion of the Qualified Capital Purpose Undertaking Fund to include modifications for student and staff security including cyber security.

### R-4 — HEALTHY CULTURES & RESILIENCY IN SCHOOLS

NASB will support leveraging its infrastructure and resources to support a healthy culture in schools. NASB will align with others to develop "resilient" school districts with programs to support both staff and students.

### R-5 — MENTAL & BEHAVIORAL HEALTH

NASB will support legislative efforts to provide services related to mental and behavioral health to school-age children across Nebraska.

### R-6 — SUPPORT OF EARLY CHILDHOOD PROGRAMS IN THE COMMUNITY

NASB will support early childhood education programs at the community level, which may include redefining economic development programs to include early childhood infrastructure development for communities and will support early childhood programs as an element in community comprehensive plans.

### R-7 — SUPPORT THE COLLECTION AND USE OF RELEVANT DATA

NASB encourages boards to use data to support its district strategic plan and goals. NASB supports collaborating with the state and other organizations in the collection and use of relevant data. NASB will identify data it can capture to help inform boards and, if necessary, support legislation to create data sources.

# STANDING POSITIONS

*... as approved by the Legislation Committee on July 18, 2020*  
*... and approved by the Board of Directors on August 20, 2020*  
*... and submitted to the Delegate Assembly on November 13, 2020*

Standing positions are statements of policy and purpose which are developed and maintained over time. They are considered annually by the Delegate Assembly, and remain in effect until they are actively removed.

- The Delegate Assembly shall receive, consider, and act upon position statement proposals submitted to it by the Legislation Committee and the Board of Directors.
- If no action is taken on a given proposal, it becomes a standing position of NASB. Any such proposal may be amended or rejected only by an affirmative vote of two-thirds of the delegates present and voting.
- Position statement proposals from the floor require a two-thirds supporting vote of the Delegate Assembly for adoption.
- Rationale is provided for the delegates' reference only and will not be shown in future publications of NASB standing positions.

**Members with questions concerning the Standing Positions are urged to call NASB before the Delegate Assembly.**

## PROPOSED CHANGES TO NASB'S STANDING POSITIONS

LEADERSHIP    INNOVATION    VISION    ENGAGEMENT    #liveNASB

### P1 - VOUCHERS & TAX CREDITS

NASB opposes any attempt to amend or circumvent the Nebraska and United States Constitutions to permit the use of public funds for the support, either direct or indirect, of schools not controlled by the public at large. NASB opposes any state or federal legislation allowing either tax credits or vouchers for children, or the parents or guardians of children attending nonpublic schools, or donors to scholarship funds for non-public education. (prior to 1995, amended 2020)

**Rationale:** This is a current Standing Position being edited

**Legislation Committee Action:** Advanced to Delegate Assembly

### P2 - SPECIAL BUILDING FUND TAX LEVY EXCLUSION

NASB supports amending the Nebraska Statutes that address budgeting and spending lid restrictions to allow school districts the ability to utilize up to ~~seven~~ fourteen cents of the Special Building Fund tax levy outside of the budgeting and spending lid restriction so that districts can plan for and fund capital improvement projects, building repairs and upgrades, and school district infrastructure needs. (2007, amended 2020)

**Rationale:** This is a current Standing Position being edited

**Legislation Committee Action:** Advanced to Delegate Assembly

### P3 - COOPERATION WITH HHS

NASB supports legislation which mandates cooperation and consultation with school districts as it relates to the placement of children under the custody of DHHS. Comprehensive information about a child's educational needs should be shared with a school district prior to the placement of a student in a new school district. - This relates to LB 759.

**Rationale:** This is a newly proposed Standing Position

**Legislation Committee Action:** Advanced to Delegate Assembly

# PROPOSED CHANGES TO NASB'S STANDING POSITIONS

## P4 - E-MEETINGS - FULLY-IMPLEMENTED OR PARTIAL ALLOWABLE ATTENDANCE

NASB supports legislation which allows for school board members to participate in school board meetings via electronic means while still maintaining a quorum when necessitated for the health and safety of the board and public. Virtual meetings cannot impede the public's ability to participate.

**Rationale:** This is a newly proposed Standing Position

**Legislation Committee Action:** Advanced to Delegate Assembly

## P5 - PUBLICATION OF MINUTES, RECEIPTS, & EXPENDITURES

NASB supports removing the requirement to publishing hearing notices and meeting minutes in public newspapers and supports the use of alternative means to communicate board activity.

**Rationale:** This is a newly proposed Standing Position

**Legislation Committee Action:** Advanced to Delegate Assembly

## P6 - USE OF ACCOUNTABILITY DATA FOR SCHOOL IMPROVEMENT

NASB supports using school accountability data to determine potential strategies/resources for helping schools improve. We support the concept of growth or learning mindset which suggests that school effectiveness is assessed as an improvement process. Our perspective is that all schools in Nebraska are important and have opportunities to become more effective as quality educational systems.

**Rationale:** This is a newly proposed Standing Position

**Legislation Committee Action:** Advanced to Delegate Assembly

## P7 - EMPLOYEE SUPPORT

NASB recognizes the need to support district employees with their health and supports initiatives that provide for the physical and mental wellness of all school employees.

**Rationale:** This is a newly proposed Standing Position

**Legislation Committee Action:** Advanced to Delegate Assembly

# NASB'S STANDING POSITIONS

## BELIEF STATEMENTS FOR AN EFFECTIVE BOARD

### S-1 — BOARD DEVELOPMENT

NASB encourages boards of education to take part in board in-service and development programs and to budget funds for such programs. (1995)

### S-2 — BOARD RECOGNITION

NASB believes the service of school boardsmanship is fundamental to participatory democracy and deserves recognition collectively and individually from state and local communities. (prior to 1995)

### S-3 — BUSINESS AND EDUCATION PARTNERSHIPS

NASB encourages boards of education to develop mutually beneficial partnerships with business to ensure mutual understanding and cooperation. (1995)

### S-4 — COLLABORATIVE SERVICES TO YOUTH

NASB urges collaborative linkages between schools and other public and private agencies that serve children. (prior to 1995)

### S-5 — LEADERSHIP TEAM

NASB believes that each board of education should create an administrative leadership team, which should include all supervisory and managerial employees including the superintendent and board members. (prior to 1995, amended 2007)

### S-6 — PARENT INVOLVEMENT

NASB urges boards of education to support partnerships between parents and schools that encourage parent involvement in the education process. (1997)

# NASB'S STANDING POSITIONS

## S-7 — POLICY

NASB considers it imperative that boards of education adopt clearly defined, flexible policies after input from the administration, parents, employees, and other interested parties. Policies, based on a clear understanding of the education process, should be thoroughly reviewed annually. The execution of policy is the responsibility of professional administrators and staff. (prior to 1995)

## CONDITIONS OF CHILDREN

### S-8 — ABUSE OF ALCOHOL, TOBACCO, & OTHER DRUGS

NASB supports efforts by boards of education and state and national officials to strictly enforce policies regarding the sale, use or possession of illegal drugs including methamphetamine, marijuana, THC products and synthetic equivalents of THC and marijuana, alcohol, tobacco, nicotine products, vapor products (including e-cigarettes), and any products intended by appearance or effect to replicate tobacco products on school property. The designation of “drug free zones” near schools is also urged. (prior to 1995, amended 2015)

### S-9 — AT-RISK STUDENTS AND THE ACHIEVEMENT GAP

NASB recognizes that there are many children and youth who are experiencing special difficulties in achieving high education standards. NASB supports increased funding to help close the gap in educational opportunity and educational achievement, and urges boards of education to work with, and obtain increased funding from the state Legislature, as well as state and federal education agencies to assist at-risk children and youth in making adequate educational progress. (prior to 1995, amended 2009)

### S-10 — EARLY CHILDHOOD EDUCATION

NASB supports quality early childhood education programs accessible to all children and advocates programs that provide age-appropriate activities to prepare children for school. (prior to 1995)

### S-11 — ENROLLMENT OPTION; HOMEBOUND STUDENTS

NASB supports legislation stating that when an option student becomes homebound, the school district in which the student resides assumes full responsibility for educating the student. (1998, amended 2016)

### S-12 — ENROLLMENT OPTION LIMITATION

NASB supports legislation returning option students to the resident school district if the option district must contract with another school district or agency for the educational services needed by the student. (1996, amended 2016)

### S-13 — LIABILITY FOR MEDICATION ADMINISTRATION

NASB supports legislation that would limit the liability of a school district and school district representatives for the administering of prescription medication to students. (1999, amended 2013, 2016)

### S-14 — NUTRITION EDUCATION/STUDENT WELLNESS

NASB believes that wellness programs for schools should emphasize healthy lifestyles and eating habits, mindful of all eating disorders, as well as obesity. (2004)

### S-15 — SAFE SCHOOL ENVIRONMENT

NASB supports efforts to provide a school environment that is free from weapons, harassment, bullying, violence, drugs (including alcohol and tobacco), and other factors which threaten the safety of students and staff. (1997, amended 2012)

### S-16 — STATEWIDE POVERTY/TRAUMA FUNDING

NASB recognizes the growing number of public school students across the state that are living in impoverished conditions and/or with traumatic experiences. NASB supports the use of research-based science to strengthen policy, program design and funding that targets those impacted by persistent poverty and/or trauma. (2017)

### S-17 — STUDENT DISCIPLINE

NASB opposes legislative mandates related to student discipline. NASB supports student discipline as an essential, mutual responsibility of parents, teachers, and administrators, with final responsibility resting with school boards. (1999, amended 2019)

## CURRICULUM & INSTRUCTION

### S-18 — ACCESS TO EQUAL EDUCATION OPPORTUNITIES

NASB supports equal educational opportunities for all students, regardless of their race, wealth or family circumstance, and urges the Legislature, the State Department of Education, and boards of education to remove all barriers that may prevent any child from having full access to such education opportunities. (1995, amended 2009)

### S-19 — ACHIEVEMENT TEST SCORE USE

NASB opposes the use of test scores for the comparison of school districts or for the ranking of schools. (1998)

### S-20 — ASSESSMENT OF STUDENT LEARNING

NASB supports multiple approaches to assess student learning, with decisions on assessment made at the local district level, and opposes a single “high-stakes” testing procedure. (2001)

### S-21 — CULTURAL DIVERSITY

NASB urges all boards of education to support and implement curriculum which recognizes cultural diversity and enhances the knowledge of students about various ethnic and cultural backgrounds. (prior to 1995)

### S-22 — CURRICULUM ADOPTION

NASB opposes legislative mandates addressing curriculum and testing. NASB supports the adoption of curriculum by local school boards and the State Board of Education. (2019)

# STANDING POSITIONS

## S-23 — RESPONDING TO SPECIAL EDUCATION COSTS

NASB supports legislative efforts to give school districts that incur unforeseeable additional special education expenses assistance to alleviate cash flow problems. (2005)

## S-24 — STUDENT EXPRESSION

NASB supports the authority of the local boards of education and school administration to regulate the content of school-sponsored publications and curriculum. (1997, amended 2009)

## S-25 — TECHNOLOGY

NASB supports equal access to current technology for all school districts so they may engage all students in the curriculum, to equip them for an increasingly technological society and job market, and to provide them greater access to education services. (prior to 1995)

## FUNDING & FINANCE

## S-26 — ACCOUNTING OF FUNDS

NASB supports transparent accounting and full disclosure of all funds received and expended for public education consistent with federal regulations. (2005)

## S-27 — BUDGET LID: GROWTH FACTOR

NASB supports legislation which would establish an education expenditures “growth factor” which reflects the actual cost of providing a public education for school districts, learning communities, and ESUs. (2001, amended 2008)

## S-28 — COMPENSATION FOR STATEWIDE STANDARDS & ASSESSMENTS

NASB supports adequate funding to compensate school districts/ESUs for the cost of implementing and managing the statewide learning standards and assessments. (2008, amended 2009, 2013)

## S-29 — ELIMINATION OF BUDGET RESERVE LIMITS

NASB supports legislation that eliminates reserve limitation in the Tax Equity and Educational Opportunities Support Act and in debt service funds. (2000, amended 2001)

## S-30 — ELIMINATION OF EXPENDITURE LIMITATION

NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

## S-31 — ESU CORE SERVICES FUNDING

NASB supports legislation to adequately fund Educational Service Units in a manner that allows successful implementation of statewide educational initiatives that are developed by law in conjunction with the Nebraska Department of Education. (2009, amended 2015)

## S-32 — FINANCING CAPITAL IMPROVEMENTS

NASB supports adequate funding for school districts and ESUs for maintenance or replacement of our rapidly deteriorating facilities. (1997, amended 2015)

## S-33 — FISCAL POLICY

NASB believes the Governor and Legislature must work together to create fiscal policy that will adequately fund public education statewide based upon the needs of students and not driven by a pre-set allocation of funds for education regardless of need. Nebraska demographics and student needs are dynamic, as are the changing education standards required to be competitive nationally and internationally. To meet this challenge, fiscal policy would be built upon a broad base with the lowest possible rates to provide stability in the tax base and revenue stream, provide local government with the tools to generate adequate financial resources, yet equalize financial support among taxpayers, and assure the principle of uniform assessment. (prior to 1995, amended 2009)

## S-34 — FOR-PROFIT ENTITIES OPERATING IN TAX-EXEMPT ZONES

NASB supports legislation to ensure equitable tax payments by for-profit business ventures operating on publicly owned or otherwise exempt property. (2003)

## S-35 — FUNDING OF MANDATED PROGRAMS

NASB urges full funding by the state and federal governments at statutory levels of all programs, standards, activities, and services mandated to public schools and ESUs by the Legislature and Congress, and further urges that any unfunded mandates allow authority for supplementary appropriations or outside levy lid funding. (1997, amended 2012, 2017, 2019)

## S-36 — FUNDING: SCHOOL DISTRICT INFRASTRUCTURE, SITE PURCHASES AND BUILDING OPERATING EXPENSES

NASB supports legislation that would provide an alternative to property taxes for financing facility development, maintenance, and operation. (2003)

## S-37 — GENERAL FUND RESERVE LIMIT EXCEPTION

NASB supports legislation that would not allow school districts to be penalized or state aid to be adjusted, to a school disadvantage, when any type of error or correction is made in calculating the state aid formula. (1999, amended 2016)

## S-38 — INCLUDING GIFTS, DONATIONS, OR FOUNDATION FUNDS AS RECEIVABLES

NASB opposes the inclusion of gifts, endorsements, donations, or foundation expenditures that are not regular operating expenses in the calculation of receivables in the state aid formula. (2000)

# STANDING POSITIONS

## S-39 — K-12 SCHOOL TRUST LAND AND PERMANENT SCHOOL FUND

NASB opposes reduction of any assets of the school trust or diversion of the Permanent School Fund. (prior to 1995, amended 2010)

## S-40 — LEGISLATION IMPLEMENTATION

NASB supports the concept that any legislative bill that limits financial resources, or requires additional financial resources, is done within a timeframe that will not negatively affect the school's ability to prepare their budget. (1997, amended 2015, 2017, 2019)

## S-41 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES

NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

## S-42 — PROPERTY TAX REFORM/RELIEF

Any legislative discussion on property tax and distribution of state aid should include participation from school board and ESU board members. (2015)

## S-43 — REVENUE REDUCTIONS FOR SCHOOL DISTRICTS AFFECTED BY PROPERTY VALUATION LOSSES

NASB supports legislation that would create a hold harmless effect for districts which experience a decrease in valuation. (2004)

## S-44 — SCHOOL DISTRICT OPTIONS IN DEALING WITH LARGE, UNANTICIPATED REVENUES

NASB supports legislation giving school boards options in dealing with large, unanticipated revenue increases in order to minimize fluctuations in state aid. (2000)

## S-45 — STATE FUNDING SYSTEM

NASB supports a stable, predictable, equitable, and adequate statewide education funding system that honors the Legislature's commitment to provide for free instruction in the common schools of this state, as guaranteed by the Nebraska Constitution, by prioritizing education funding in the state budget, and that:

- Invests in the education of all Nebraska public school children;
- Establishes a state fund or funding mechanism that assists Nebraska public schools with the costs of maintaining and constructing facilities;
- Reduces our dependence on local property taxes by drawing revenue from multiple funding sources;
- Promotes the responsibility of locally elected school boards to make sound, transparent school budget decisions;
- Provides funding in a timely and predictable manner;
- Includes the principle of equalization;
- Funds the total excess allowable costs for special education and support services; and
- Recognizes that a long-term solution to education funding will require an ongoing, collaborative effort to execute a

vision and strategic plan to grow and diversify our economy. (1997, amended 2009, 2018)

## S-46 — USE OF A UNIFORM VALUATION CALCULATION TO DETERMINE LOCAL RESOURCES AND STATE AID

NASB supports a property tax assessment system that utilizes uniform accounting practices to determine the property valuation number from which local and state officials can calculate both the local resources available to fund schools from property taxes, and the resulting calculation of state aid payments to school districts. (2003)

## GOVERNANCE & STRUCTURE

### S-47 — ACCOUNTABILITY

NASB believes that boards of education are accountable to students, parents, taxpayers, and employees for providing education programs, striving for education excellence, identifying education needs, adopting clearly defined written policies, measuring the success of instruction programs, and interpreting and disseminating information to the public through a public relations plan. (prior to 1995)

### S-48 — ALLIED SCHOOLS

NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

### S-49 — AMEND OPEN MEETINGS ACT FOR EVALUATIONS

NASB supports legislation to allow boards to go into executive session to discuss superintendent evaluations and/or for the narrowing down of superintendent candidates. (2017)

### S-50 — AUTHORITY OF SCHOOL BOARDS

NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

### S-51 — CHARTER SCHOOLS

NASB believes that any charter schools, or the like, involved with any aspect of K-12 education be authorized by a public school district, be located within the boundaries of such public school district and be accountable to the authorizing district for their student achievement, finances and operations. (1998, amended 2015)

### S-52 — DUTIES OF SCHOOLS

NASB believes that the primary function of Nebraska schools should be the education of students and that the Legislature should be discouraged from placing duties on school districts which are not directly related to education. (prior to 1995)

### S-53 — EDUCATIONAL SERVICE UNIT GOVERNANCE

NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

# STANDING POSITIONS

## PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

**S-54 — EDUCATIONAL SERVICE UNIT REORGANIZATION**  
NASB supports the continuation of ESUs as an effective means of delivering educational services to school districts and their students. Any reforms would provide for a statutory hold harmless provision in the distribution formula for Core Service funding when an Equity Unit reorganizes with any other ESU, and must be mindful of ESUs' essential role of delivering direct services and being responsible to the local school districts they serve. (2004, amended 2005)

**S-55 — INTERACTIVE REMOTE COMMUNICATION TECHNOLOGY (TELEVIDEO)**  
NASB urges the legislature to provide updated rules and procedures so patrons are able to readily testify at legislative hearings via televideo (interactive remote communication technology) on a regular, ongoing basis to allow for a more equitable opportunity for the public to participate in the legislative process. (2017)

**S-56 — ORGANIZATION**  
NASB opposes legislation that would mandate consolidation of districts or administration. NASB favors cooperation between school districts as well as ESUs to remove all barriers and penalties to promote orderly and voluntary reorganization into more efficient governing and administrative units to best serve the educational needs of Nebraska's children. (prior to 1995, amended 2008, 2015, 2017, amended 2019)

**S-57 — PERSONAL LIABILITY**  
NASB opposes unnecessary laws which make individual members of a governing board of a political subdivision personally liable for damage judgements which result from lawsuits filed against the political subdivision. (prior to 1995, amended 2015)

**S-58 — RESTRICTION OF RESOURCES AND BOARD RESPONSIBILITIES**  
NASB supports legislation allowing local boards to function as elected officials and to continue to establish policies, including finance policies, as representatives of the constituents who elected them. (1997)

**S-59 — SCHOOL ACTIVITIES**  
NASB supports direct involvement by boards of education in the governance and activities of the Nebraska School Activities Association. (prior to 1995)

**S-60 — SCHOOL CALENDARS**  
NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

### S-61 — ACTIVITY ASSIGNMENTS

NASB opposes legislation that would require a separate written employment contract for coaching or any other activity assignment that would require that a person be notified by a specified date of the termination of an assignment for the following year. (1999)

### S-62 — COMPENSATION

NASB will support a concept of compensation for teachers which is not based solely upon the experience and education attainment of teachers as found on standard salary schedules. (1995)

### S-63 — CRIMINAL BACKGROUND CHECKS

NASB supports legislation which would aid public schools and ESUs in obtaining criminal background history information on prospective and current employees, and personnel provided through any contract service provider or anyone working on school property. (1999, amended 2006)

### S-64 — EMPLOYEE BONUSES AND INCENTIVES

NASB supports legislation creating a comprehensive plan to recruit, retain and reward highly qualified individuals for teaching professions throughout the state, including offering incentives to encourage employees to sign a contract of employment. (2001, amended 2015)

### S-65 — MEDICAL INSURANCE

NASB supports the concept of exploring alternatives to the costs of health insurance for the purpose of assuring the greatest allocation of our financial resources to education programs and services for children. (prior to 1995, amended 2003)

### S-66 — RECOGNITION

NASB urges local school boards to develop and implement programs which recognize individuals for significant accomplishments and community service, experience, and competency. (prior to 1995, amended 2014)

### S-67 — RETIREMENT

NASB supports legislation to assure a retirement system that is sound, adequate, and sustainable for school districts and ESUs. (prior to 1995, amended 2012)

### S-68 — SCOPE OF BARGAINING

NASB believes negotiations with employees should be limited to matters of employee salaries and fringe benefits, and opposes any attempt to broaden the scope of negotiations to include matters of policy and management rights. (prior to 1995)

# STANDING POSITIONS

## S-69 — STAFF DEVELOPMENT AND EVALUATION

NASB supports in-service training, enrichment programs, and continuing education for professional staff. Regular evaluations of performance, competency in the subject areas, and demonstrated ability to instruct or manage, in part as shown through student performance, should be conducted to promote professional growth. (1995)

## STATE POLICY

### S-70 — ADVISORY GROUPS

NASB requests that there be board of education representatives on all government commissions, councils, and committees which could have an impact on local school district policy or finance. (1995)

### S-67 — CHOICE AND AFFILIATION

NASB supports the concepts of choice and affiliation among public schools as a means to maximize education opportunity. NASB believes any such program should result in the least amount of disruption and uncertainty for the affected school districts. (1995)

### S-68 — CONSTITUTIONAL RIGHTS AND RESPONSIBILITIES

NASB, and school board members, fully supports the U.S. Constitution and the rights and responsibilities embodied within it. NASB therefore supports education and behavior that teaches and models expression of these rights and responsibilities. (2009, amended 2015)

### S-69 — CORPORATE SPONSORSHIPS IN SCHOOLS

NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

### S-70 — EDUCATIONAL SERVICE UNITS

NASB supports Educational Service Units as an effective and efficient means to provide educational services to local school districts. ESUs should be responsible to the local school boards they serve. (1997)

### S-71 — GUIDING THE P-16 EFFORT: 21ST CENTURY SKILLS

NASB urges state and local policymakers to forge a new working relationship in redesigning Nebraska's public education system for the 21st century, with a focus on improving student achievement and holding each level of the system accountable, from preschool through post-secondary education or training, in a manner that:

- a) Promotes multi-level communication and interaction between all P-16 partners to enhance student academic success;
- b) Offers all students a rigorous developmentally-appropriate curriculum designed to provide opportunities and choice, regardless of the post-secondary path they choose;
- c) Engages the assets of the full community;
- d) Utilizes data and technology to individualize education for students and to incorporate new learning into the design;
- e) Closes the achievement gap by focusing on quality teaching and learning opportunities;

f) Implements standards-based education fully in a seamless curriculum, so one level of the system builds on the next and the end result is known and understood from the beginning;

g) Provides sufficient resources that are adequate and sustainable at every level of the system to meet the challenge, resisting unfunded or underfunded mandates; and

h) Preserves the ability of local school boards and their communities to address local needs and challenges in a flexible manner using a variety of options. (2009, amended 2016)

### S-72 — INDEPENDENT SCHOOL DISTRICTS

NASB supports the independence of established PK-12 school districts and also supports the cooperation and equalization of opportunity among school districts within learning communities. NASB believes that any legislation introduced impacting school districts or learning communities should seek to give districts and learning communities equalized resources. Any legislation should also allow these independent districts to maintain their right to governance, district curriculum, and the allocation of resources. (2006, amended 2013)

### S-73 — LOCAL CONTROL FOR PUBLIC PK-12 SCHOOLS

NASB believes public PK-12 systems should be organized to serve communities throughout Nebraska without arbitrary size limits or a single model, which would not fit our state's varied communities. NASB opposes legislating arbitrary size limits and will work to remedy such limits currently in statute. (2006, amended 2013)

### S-74 — LOCAL DISTRICT ADVOCACY

NASB supports the right and obligation of local school districts to advocate for legislative action that impacts their individual interests. (1996)

### S-75 — NDE AUTHORITY

NASB opposes attempts by the legislature to preempt the statutory authority of the Nebraska State Board of Education to be the policy-forming, planning and evaluative body for Nebraska schools. (2017)

### S-76 — NONPUBLIC SCHOOLS STANDARDS

NASB believes that nonpublic schools should have the same state standards as the public schools, including school approval, accreditation, teacher certification and endorsement, and safety standards. (prior to 1995)

### S-77 — POLICY LEADERSHIP & VISION ON THE FUTURE OF NEBRASKA'S PK-12 SCHOOLS

NASB supports efforts to bring policy makers of the executive and legislative branches, educators, school boards, learning community coordinating councils, and ESU boards, and citizens together to determine the best course for the future delivery of PK-12 education to the students of the state. NASB boards emphasize increasing student achievement through governance structures that are clear, efficient, and controlled by the local district. (2003, amended 2008, 2010, 2013)

# DELEGATE ASSEMBLY RULES OF PROCEDURE

## I. SPEAKING PROCEDURES

- A. Voting delegates must be connected via Zoom link and visual during the virtual Delegate Assembly.
- B. Delegates wishing to speak on a topic will use the Raise Hand option in Zoom. Once you have raised your hand, please wait for President Higgins to address you so you can address the assembly.
- C. A voting delegate will only be able to speak for 3 minutes at one time on any question under discussion and only twice on the same question.
- D. All motions will be entered into the Chat Box located within Zoom so the assembly can see the motion presented.
- E. No resolution and/or standing position may be open for discussion for more than 30 minutes and President Higgins will choose the order to which delegates can speak once the Raise Hand option is selected by a delegate.

## II. STANDING POSITIONS

- A. Standing positions are statements of policy and purpose of NASB.
  1. Standing positions, once adopted, remain in effect until repealed or amended, and direct the ongoing goals and objectives of the Association.
  2. Standing positions may be submitted by member boards or by any director of the Association to the Legislation Committee.
  3. The Committee shall study all proposals submitted and make recommendations regarding such proposals to the NASB Board of Directors.
  4. The Committee recommendations, forwarded by the Board, shall be distributed to the membership prior to the annual meeting of the Delegate Assembly.
- B. Proposed standing positions which are not submitted in accordance with these provisions of NASB, or which have been submitted but are not recommended by the Board of Directors, may be considered by the Delegate Assembly if two-thirds (2/3) of the delegates present and voting vote to consider such proposed standing positions.

## III. RESOLUTIONS

- A. Resolutions are statements of intended and desired legislative action on items of current needs or problems.
  1. Resolutions are in effect for one (1) year, or until the next annual Delegate Assembly, and direct the organization and its staff in their legislative efforts with each annual session of the Legislature.
  2. Resolutions shall be formulated by the Legislation Committee at least ninety (90) days prior to the annual Delegate Assembly.
  3. Resolutions may be submitted by member boards or by any director of the Association to the Legislation Committee.
  4. The Committee shall study all proposals submitted and make recommendations regarding such proposals to the NASB Board of Directors.
  5. The Committee recommendations, when approved by the Board of Directors, shall be distributed to the membership at least thirty-five (35) days prior to the annual meeting of the Delegate Assembly.
- B. Proposed resolutions which are not submitted in accordance with these provisions of NASB, or which have been submitted but are not recommended by the Board of Directors, may be considered by the Delegate Assembly if two-thirds (2/3) of the delegates present and voting vote to consider such proposed resolutions.

