

Regular Board of Education Meeting

Wednesday, July 9, 2025

6:00 PM

High School Cafeteria

358 North 6th Street

Tecumseh, NE 68450

1. Call to Order and Roll Call
2. Consent Agenda
 - 2.1. Approval of the Special Meeting/Workshop June 2025
Approval of Regular Meeting Minutes June 2025
 - 2.2. Approval of the Claims for Payment and Financial Report
3. Public Comment
4. Presentation to the Board
5. Administrator Reports
 - 5.1. HS Principal Report
 - 5.2. MS Principal Report
 - 5.3. EL Principal Report
 - 5.4. SPED/Student Services Director Report
 - 5.5. Activities Director Report
6. Superintendent's Report
7. Future Dates
 - 7.1. School Board Retreat - July 30, 1:00 PM at KSB School Law Offices.
 - 7.2. NASB Leadership Workshop - Wednesday, July 30 in Lincoln.
 - 7.3. NASB Area Membership Meeting - Tuesday, September 9 in Omaha.
 - 7.4. NASB Area Membership Meeting - Wednesday, September 10 in Nebraska City.
8. Discussions
 - 8.1. Property Tax Request Authority - Discussion to consider adopting a resolution increasing the school district's base growth percentage used to determine the school district's property tax request authority by up to 6%.
 - 8.2. Superintendent Evaluation Platform - Discussion pertaining to the platform to be used for the 2025-2026 superintendent evaluation.
9. Regular Agenda-Business
 - 9.1. 2025-2026 Breakfast/Lunch Prices - Consider, discuss and take any necessary action in regard to setting the breakfast and lunch prices for the 2025-2026 school year.
 - 9.2. Bread Bids-Consider, discuss and take any necessary action in regard to bread bids for the 2025-2026 school year.
 - 9.3. Propane Bids - Consider, discuss and take any necessary action in regard to propane bids for the Cook site for the 2025-2026 school year.

- 9.4. Handbook Review - Consider, discuss and take any necessary action in regard to reviewing the proposed Student, Staff, Activity, Preschool and Driver Handbooks for the 2025-2026 school year.
- 9.5. NRCSA Membership - Consider, discuss and take any necessary action to renew JCC's membership in NRCSA (Nebraska Rural Community Schools Association) for the 2025-2026 school year.
- 9.6. NREA Membership - Consider, discuss and take any necessary action in regard to becoming members of NREA (National Rural Education Association) for the 2025-2026 school year.
- 9.7. Economic Impact Study - Consider, discuss and take any necessary action in regard to choosing an economist to perform an economic impact study of the JCC school district's proposed construction efforts of consolidating the district to one site.
- 9.8. Policy Updates - Consider, discuss and take any necessary action in regard to policy updates for JCC Policy numbers 1002, 2006, 2008, 3003, 3004.1, 3023, 3026, 3036, 3043, 3047, 3057, 3060, 4051, 4057, 5001, 5002, 5003, 5015, 5016, 5018, 5031, 5034, 5105, 6025, 6031, 6034, 6044 and 6045.
- 9.9. Option Agreement to Purchase Real Estate - Consider, discuss and take any necessary action in regard to the purchase of land for future building projects.
10. Next Meeting
11. Adjournment

JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
Building Bond Workshop
June 4, 2025
5:00 p.m.
High School Cafeteria, Tecumseh, NE.

Members Present: Justin Beethe, Gail Hutt, Dan Jones, Jon Schmid, Sarah Weber, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher Recording Secretary; Marcus Scheer, Director of Technology; Russ Waring, Director of Operations.

Ten visitors were present

The Johnson County School District No. 0050 Board of Education met in a special session at 5:00 p.m. Wednesday, June 4, 2025, in the high school cafeteria, Tecumseh, NE. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of the meeting was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published on the Johnson County Central Public Schools website at www.jccentral.org.

President Kim Wellensiek called the meeting to order at 5:00 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Justin Beethe-present, Gail Hutt-present, Dan Jones-present, Jon Schmid-present, Sarah Weber-present, Kim Wellensiek-present.

Superintendent Jon Rother facilitated a discussion regarding a potential building bond project. Tim Ripp, Project Executive, Clark and Enersen (architectural firm) presented a concept rendering using the existing Tecumseh site location to include remodeling of existing high school as well as new construction of facilities. Estimated costs were provided by Boyd Jones (construction manager at risk).

Mark Pfister, Project Executive, Boyd Jones (construction manager at risk) provided information regarding their role as Construction Manager at Risk. Mark Pfister and Leila Knowles also provided estimated costs associated with various construction options. Material options, such as, metal buildings were discussed. Mr. Rother will contact metal building vendors to obtain their perspective on the use of metal buildings for school construction and options available. The Board of Education discussed square footage for school building projects. The administration will collaborate to look at classroom size needs and spaces necessary for programming.

Paul Grieger, DA Davidson and Associates, provided information regarding what the levy impact would be regarding a construction bond. KSB School Law attorney Coady Pruett, was present to answer questions the Board of Education had in regards to a future building project and the current facility needs from the legal perspective. The Board of Education will continue to explore all options regarding a potential future building bond project.

A motion was made by Sarah Weber and second by Jon Schmid to adjourn the meeting. Roll call vote: Justin Beethe-yes, Gail Hutt-yes, Dan Jones-yes, Jon Schmid-yes, Sarah Weber-yes, Kim Wellensiek-yes. Carried 6-0.

Meeting adjourned at 7:56 p.m.

The next regular Board of Education meeting will be in the High School cafeteria Tecumseh, Nebraska at 6:00 p.m., Wednesday, June 11, 2025. The notice of meeting will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. The agenda will also be posted on the Johnson County Central Public Schools website at www.jccentral.org. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING

June 11, 2025

Members Present: Dan Jones, Jon Schmid, Sarah Weber, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher, Recording Secretary; Rick Lester, High School Principal; Marcus Scheer, Director of Technology.

Excused Absent: Justin Beethe, Gail Hutt

Four visitors were present

The Johnson County School District No. 0050 Board of Education met in regular session at 6:00 p.m., Wednesday, June 11, 2025 in the high school room 204, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of the meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain and on the school district website.

President Wellensiek called the meeting to order at 6:00 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Justin Beethe-absent, Gail Hutt-absent, Dan Jones-present, Jon Schmid-present, Sarah Weber-present, Kim Wellensiek-present.

APPROVAL OF MEETING MINUTES

A motion was made by Sarah Weber and second by Dan Jones to approve the May 14, 2025 Board of Education Meeting Minutes as presented. Roll call vote: Justin Beethe-absent, Gail Hutt-absent, Dan Jones-yes, Jon Schmid-yes, Sarah Weber-yes, Kim Wellensiek-yes, Carried 4-0

FINANCIAL REPORT

A motion was made by Jon Schmid and second by Sarah Weber to approve the General Fund claims for payment in the amount of \$822,614.14 as presented. Roll call vote: Gail Hutt-absent, Dan Jones-yes, Jon Schmid-yes, Sarah Weber-yes, Kim Wellensiek-yes, Justin Beethe-absent. Carried 4-0

PUBLIC COMMENT- None

PUBLIC RECOGNITION

Superintendent Rother and the Board of Education recognized Mr. Rick Lester with sincere appreciation for his 41 years of service to the public schools and for his 34 years of service to the Tecumseh and Johnson County Central Public Schools Districts.

ADMINISTRATOR REPORTS

High school Principal Rick Lester reported on the following:

- Summer school

- Drivers Safety Classes

Middle School Principal, Justin Damme, recognized students for the following achievements:

- Presidents Award for Educational Excellence
- Honor Roll
- 4th and 5th Grade Thunderbirds of the Year

ACTIVITY DIRECTOR REPORT

Activity Director Garrett Collin provided information on the following:

- Summer weight room – June 2nd- August 1st
- “Turf Tank” - Robotic Field Painter considerations

SUPERINTENDENT REPORT

Superintendent Rother reported on the following:

- Chief Buildings
- Summer Trainings
- 2025-2026 Handbooks
- Special Education
- Activities Financial Information

FUTURE DATES

- NASB School Law Seminar - June 11th and 12th - Kearney
- DA Davidson Golf Outing - June 26th- Eagle
- NRCSA Golf Tournament - July 22nd - Kearney
- NASB Leadership Workshop - July 30th - Lincoln

DISCUSSION

Discussion was held regarding a Board Retreat – July 2025

REGULAR AGENDA-BUSINESS

Superintendent Rother provided information pertaining to his meeting with Chief Building vendors. Discussion was held. No action taken.

Superintendent Rother reviewed the following policies: **3056**-Title IX, **3058**-Naming School District Facilities and Property, **4056**-Resignation of Certificated Staff, **5055**- Enrollment of Kindergarten Students, **5056**-Free Expression of Students, **5059**-Emergency Medical Treatment, **5062**-Lice and Nits. No changes.

A motion was made by Sarah Weber and second by Dan Jones to approve policy **6040**-Pre-kindergarten (Preschool or Early Childhood) Program, with changes as presented. Roll call vote: Dan Jones-yes, Jon Schmid-yes, Sarah Weber-yes, Kim Wellensiek-yes, Justin Beethe-absent, Gail Hutt-absent. Carried 4-0.

Discussion was held in regard to the purchase of land for future building projects. No action taken.

A motion was made by Sarah Weber and second by Jon Schmid to adjourn the meeting. Roll call vote: Jon Schmid-yes, Sarah Weber-yes, Kim Wellensiek-yes, Justin Beethe-absent, Gail Hutt-absent, Dan Jones-yes. Carried 4-0.

Meeting adjourned at 8:22 p.m.

The next Regular Board of Education Meeting will be held Wednesday, July 9, 2025 at 6:00 p.m. in the high school cafeteria in Tecumseh, Nebraska. The notices of the meetings will be published in the Tecumseh Chieftain as well as on the school website. The agendas will be posted at the three main school buildings as well as at the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
3D Plumbing	10018	11307	145.00
01 2620 431 002	DRAIN CLEANING		72.50
01 2620 431 004	DRAIN CLEANING		72.50
Total 3D Plumbing			145.00
ACCESS ELEVATOR INC	39637	11308	711.60
01 2620 431 003	ELEM TEC ELEVATOR SERV. CALL		711.60
Total ACCESS ELEVATOR INC			711.60
AKRS EQUIPMENT	4195636	11309	18.24
01 2630 610 000	COOLANT FOR GATOR		18.24
Total AKRS EQUIPMENT			18.24
APPLE INC	MB79957630	11310	719.40
01 2230 650 001	HS COMP LAB KEYBOARDS X 12		719.40
APPLE INC	MB80110482	11310	239.40
01 1100 650 001	HS COMPUTER LAB MOUSE X 12		239.40
Total APPLE INC			958.80
BRINKMAN BROTHERS INC	6033111/1-6033383/1	11311	698.37
01 2730 431 000	IMPALA SERVICED / PASS. BRAKE INSTALLED		339.27
01 2730 431 000	IMPALA WHEEL BEARING REPLACED		359.10
Total BRINKMAN BROTHERS INC			698.37
CharacterStrong	33888	11368	1,500.00
01 3599 643 003	CHARACTER STRONG SUBSCRIP./REIM REGION V		1,500.00
Total CharacterStrong			1,500.00
Charter Communications	152014301070125	11312	35.34
01 2223 530 000	CABLE SERVICES		35.34
Total Charter Communications			35.34
CITY OF TECUMSEH-UTILITIES	JUNE 2025	11313	3,776.14
01 2610 410 001	WT/SW HS		249.54
01 2610 621 001	ELEC HS		1,638.53
01 2610 410 003	WT/SW ELEM TEC		1,638.53
01 2610 621 003	ELEC ELEM TEC		249.54
Total CITY OF TECUMSEH-UTILITIES			3,776.14
CORNERSTONES OF CARE	06.27.25	11314	35.00
01 1100 640 003	BIST- MATERIALS BKS		35.00
Total CORNERSTONES OF CARE			35.00
CORNHUSKER INTRNTL TRUCK, INC	04172025	11315	8.71
01 2730 610 000	BUS REPAIR SUPPLIES		8.71
Total CORNHUSKER INTRNTL TRUCK, INC			8.71
County Publications, Inc.	8012	11316	285.77
01 1100 111 001	LEGALS PUBLISHED		285.77

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total County Publications, Inc.			285.77
CULLIGAN OF PERCIVAL	23408	11318	204.25
01 2610 610 001	SOFTNER SALT TEC SITE		102.12
01 2610 610 003	SOFTNER SALT TEC SITE		102.13
CULLIGAN OF PERCIVAL	23410	11317	87.70
01 2610 610 002	SOFTNER SALT COOK SITE		43.85
01 2610 610 004	SOFTNER SALT COOK SITE		43.85
CULLIGAN OF PERCIVAL	23528	11317	213.60
01 2610 440 001	SOFTNER RENTAL TEC SITE		106.80
01 2610 440 003	SOFTNER RENTAL TEC SITE		106.80
Total CULLIGAN OF PERCIVAL			505.55
DAS State Accounting -Central Finance	1481959	11319	292.87
01 2230 382 001	INTERNET / DL SERVICES		73.21
01 2230 382 002	INTERNET / DL SERVICES		73.22
01 2230 382 003	INTERNET / DL SERVICES		73.22
01 2230 382 004	INTERNET / DL SERVICES		73.22
Total DAS State Accounting -Central Finance			292.87
Diode Technologies	14653/14591	11320	669.00
01 2660 431 001	HS DOOR MAGNET		120.00
01 2660 431 001	WT ROOM DOOR CONTROLLER REPLACE		549.00
Total Diode Technologies			669.00
Dumpster Express	3844	11321	496.00
01 2620 420 002	DUMPSTER COOK SITE		248.00
01 2620 420 004	DUMPSTER COOK SITE		248.00
Total Dumpster Express			496.00
EAKES OFFICE SOLUTIONS	INV661538	11322	1,971.26
01 1100 550 001	COPIER PRINT MANAGEMENT SERV. OVERAGE		492.82
01 1100 550 002	COPIER PRINT MANAGEMENT SERV. OVERAGE		492.82
01 1100 550 003	COPIER PRINT MANAGEMENT SERV. OVERAGE		492.81
01 1100 550 004	COPIER PRINT MANAGEMENT SERV. OVERAGE		492.81
Total EAKES OFFICE SOLUTIONS			1,971.26
ESU #4	11095	11323	120.00
01 2213 330 002	TEACHERS AS FACILITATORS WKSHOP CF, LP		120.00
ESU #4	11098	11323	249.95
01 2410 330 001	GALLUP CODES WORKSHOP ADMIN		62.49
01 2410 330 002	GALLUP CODES WORKSHOP ADMIN		62.49
01 2410 330 003	GALLUP CODES WORKSHOP ADMIN		62.49
01 2410 330 004	GALLUP CODES WORKSHOP ADMIN		62.48
ESU #4	11103	11323	2,982.00
01 1200 643 001	SPED SRS SERVICES		745.50
01 1200 643 002	SPED SRS SERVICES		745.50
01 1200 643 003	SPED SRS SERVICES		745.50
01 1200 643 004	SPED SRS SERVICES		745.50

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
ESU #4	11115	11323	240.00
01 1190 330 003	BLENDED PRACTICES PREK WKSHOP X 8		240.00
ESU #4	11124	11323	30.00
01 2213 330 000	TCADRE SCHEER		30.00
ESU #4	11128	11323	420.00
01 2213 340 001	DATA RETREAT JD, OR,		120.00
01 2213 340 002	DATA RETREAT MB, TH		60.00
01 2213 340 004	DATA RETREAT MB, TH		60.00
01 2213 340 003	DATA RETREAT BR		60.00
01 2213 330 000	DATA RETREAT - LR, JR		120.00
ESU #4	11134	11323	150.00
01 2213 330 001	LEADERS RETREAT		30.00
01 2213 330 002	LEADERS RETREAT		30.00
01 2213 330 003	LEADERS RETREAT		30.00
01 2213 330 000	LEADERS RETREAT		60.00
ESU #4	11147	11323	30.00
01 2213 330 000	WKSHOP 504 PLANS / RADEMACHER		30.00
ESU #4	11155	11323	294.05
01 6408 340 003	SPEECH SERVICES 3.5		294.05
ESU #4	JUNE2025	11323	5,383.46
01 6408 591 004	0-2 SPED ED DIR.		219.88
01 6408 591 003	3-5 SPED ED DIR		219.88
01 6408 591 004	0-2 AUDIOLOGY		64.80
01 6408 591 003	3-5 AUDIOLOGY		64.80
01 6408 591 004	0-2 SPEECH SERVICES		1,635.38
01 6408 591 003	3-5 SPEECH SERVICES		1,635.37
01 6408 591 004	0-2 EC SERVICES CREDIT		(267.00)
01 6408 591 003	0-2 EC CONSULT		293.76
01 6408 591 004	3-5 EC CONSULT		293.76
01 1200 591 001	HS SPED ED DIR		989.45
01 1200 591 003	ELEM TEC SPED ED DIR		989.45
01 1200 591 002	MS SPED ED DIR		989.45
01 1200 591 004	ELEM COOK SPED ED DIR		989.45
01 2151 591 001	HS AUDIOLOGY		291.62
01 2151 591 002	MS AUDIOLOGY		291.63
01 2151 591 003	ELEM TEC AUDIOLOGY		291.62
01 2151 591 004	ELEM COOK AUDIOLOGY		291.63
01 1200 591 003	ELEM TEC BEHAVIOR		431.88
01 1200 591 004	ELEM COOK BEHAVIOR		431.88
01 2151 591 001	HS DEAF ED		54.29
01 2151 591 002	MS DEAF ED		54.29
01 2151 591 003	ELEM TEC DEAF ED		54.29
01 2151 591 004	ELEM COK DEAF ED		54.29
01 1200 591 001	LEARNING CENTER CREDIT		(4,982.39)
Total ESU #4			9,899.46
ESU 5	3731/3803	11324	95.00
01 2320 330 000	MUDECAS MTG		20.00
01 2410 330 001	STATE CIP MTG		18.75
01 2410 330 002	STATE CIP MTG		18.75
01 2410 330 003	STATE CIP MTG		18.75
01 2410 330 004	STATE CIP MTG		18.75
Total ESU 5			95.00

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
ESU 6	22021	11325	128.58
01 2230 591 001	TECH HOSTED SERVICES		32.14
01 2230 591 002	TECH HOSTED SERVICES		32.14
01 2230 591 003	TECH HOSTED SERVICES		32.15
01 2230 591 004	TECH HOSTED SERVICES		32.15
Total ESU 6			128.58
FILAMENT ESSENTIAL SERVICES	INV003823	11326	2,815.00
01 2560 643 000	WEB PAGE HOSTING SERVICES		2,815.00
Total FILAMENT ESSENTIAL SERVICES			2,815.00
FIRST CONCORD GROUP	JULY 2025	11327	96.00
01 2510 340 000	125 PLAN FEES / MONTHLY		96.00
Total FIRST CONCORD GROUP			96.00
GRAINGER	9533998259	11328	665.22
01 2620 610 001	CEILING TILE HS		665.22
GRAINGER	9533998267	11328	1,211.51
01 2620 610 002	CEILING TILES COOK SITE		605.75
01 2620 610 004	CEILING TILES COOK SITE		605.76
GRAINGER	9535634217	11328	1,604.72
01 2620 610 004	AC UNITS FOR ELEM COOK SITE X 2		1,604.72
GRAINGER	9537584204	11328	522.66
01 2620 610 002	LAUNDRY SOAP, TRASH BAGS, TBOWL CLEANER		261.33
01 2620 610 004	LAUNDRY SOAP, TRASH BAGS, TBOWL CLEANER		261.33
GRAINGER	9538549792	11328	485.64
01 2620 610 001	OUTLET COVERS, TBCLEANER, WIPES, PTOWELS		121.41
01 2620 610 002	OUTLET COVERS, TBCLEANER, WIPES, PTOWELS		121.41
01 2620 610 003	OUTLET COVERS, TBCLEANER, WIPES, PTOWELS		121.41
01 2620 610 004	OUTLET COVERS, TBCLEANER, WIPES, PTOWELS		121.41
GRAINGER	9539184268	11328	1,523.56
01 2620 610 001	DRINKING FOUNTAIN HS		1,523.56
GRAINGER	9550767231	11328	1,139.94
01 2610 610 002	AC/ COOK SITE		569.97
01 2620 610 004	AC/ COOK SITE		569.97
Total GRAINGER			7,153.25
HAUG COMMUNICATIONS INC	CH0625MO-2312	11329	325.70
01 2710 890 000	BUS RADIO TOWER RENTAL		325.70
Total HAUG COMMUNICATIONS INC			325.70
HD SUPPLY	868839945	11330	643.16
01 2620 610 001	MINIBLINDS HS		321.58
01 2620 610 003	MINIBLINDS ELEM TEC		321.58
Total HD SUPPLY			643.16
HOMETOWN LEASING	37	11331	2,043.19
01 1100 550 001	COPIER LEASE		510.79
01 1100 550 002	COPIER LEASE		510.80

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 550 003	COPIER LEASE		510.80
01 1100 550 004	COPIER LEASE		510.80
Total HOMETOWN LEASING			2,043.19
IMAGE LEARNING LLC	1067138	11332	3,600.00
01 1100 643 001	ODYSSEYWARE LICENSES X 4		3,600.00
Total IMAGE LEARNING LLC			3,600.00
INNOVATIVE OFFICE SOLUTIONS, LLC	in4864113	11333	1,430.49
01 1190 610 003	PAINT BRUSHES FOR PREK		31.40
01 1100 610 003	ELEM TEC. MARKERS/ FOLDERS/PENS/ GLUE/		699.54
01 1100 610 001	HS MARKERS/ FOLDERS/PENS/ GLUE		699.55
Total INNOVATIVE OFFICE SOLUTIONS, LLC			1,430.49
JCC LUNCH FUND	25 22360	11334	491.40
01 1190 610 003	PREK GRADUATION COOKIES		31.40
01 1190 610 003	PREK K SNACKS MAY 2025		460.00
Total JCC LUNCH FUND			491.40
JOHNSON COUNTY HOSPITAL	MARCH 2025.	11335	3,288.79
01 6408 340 003	3-5 PT SERVICES		224.85
01 2171 340 003	ELEM TEC PT SERV		78.30
01 2171 340 001	HS PT SERV.		60.63
01 2171 340 004	ELEM COOK PT SERV		156.35
01 6408 340 003	3-5 OT SERV		561.21
01 2161 340 003	ELEM TEC OT SERV		873.18
01 2161 340 001	HS OT SERV		101.25
01 2161 340 001	LIFE SKILLS OT SERV		236.52
01 2161 340 004	ELEM TEC OT SERV		831.11
01 2161 340 002	MS OT SERV		165.39
Total JOHNSON COUNTY HOSPITAL			3,288.79
JOHNSON COUNTY ROAD DEPT.	JUNE	11336	2,172.17
01 2710 626 000	GAS @ 2.799		2,172.17
Total JOHNSON COUNTY ROAD DEPT.			2,172.17
KANSAS CITY AUDIO-VISUAL, INC	53404	11337	9,283.04
01 1100 650 001	MIMIO BOARD X 2		4,641.52
01 1100 650 002	MIMO BOARD X 2		4,641.52
Total KANSAS CITY AUDIO-VISUAL, INC			9,283.04
KERNER ACE HARDWARE	JULY 2025	11338	2,505.32
01 2620 610 000	GALV. PIPE /CAPS		145.90
01 2620 610 000	CAULK GUN , CASTERS, GROUT, TAPE, SUP		174.11
01 2620 610 000	BONDO AUTO BODY FLLER		19.99
01 2630 610 000	PRIMER/ TAPE, PAINT FOR PARKING LOT		174.48
01 2620 610 000	TORX SCREWS, 2X4S		44.91
01 2620 610 000	CAPS GLV 3/4"		9.18
01 2620 610 000	PUTTY KNIFE, /SPONGE, SUPPLIES		51.22
01 2640 610 000	CHAIN SAW CHAIN /		28.99
01 2620 610 000	RAZOR BLADES, CAULK		13.97

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2630 610 000	QUICKRETE		44.23
01 2630 610 000	PAINT		91.98
01 2630 610 000	RECIPROCATING SAW BLADE		9.59
01 2620 610 000	SAW BLADES		53.57
01 2620 610 000	SPADE DRAIN / SPRAY PAINT, ADHSV		79.15
01 2620 610 000	SAND		36.86
01 2620 610 000	MLW RECIP 6"		16.99
01 2620 610 000	PAINT BRUSHES, PAINT , LAUNDRY SOAP		260.28
01 2610 610 000	HUMIDITY MONITOR		7.99
01 2630 610 000	STENCILS, POLY, TAPE, PRK. LOT PAINT SUP		47.12
01 2620 610 000	GALV. CAPS		15.77
01 2620 610 000	SAW BLADES/ POTTING SOIL		49.57
01 2630 610 000	ROUNDUP , TRIM LINE		91.97
01 2630 610 000	WHEELBARROW/ WEED KILLER		164.98
01 2620 610 000	PAINT/ SPRAYPAINT		53.98
01 2620 610 000	POTTING SOIL/ PAINT		80.97
01 2620 610 000	PVC/ CAULK		29.95
01 2620 610 000	WALLPLATE X 7		30.13
01 2620 610 000	TOOLS/ MISC HARDWARE		65.63
01 2630 610 000	WEED KILLER,		89.99
01 2620 610 000	CAULK		20.58
01 2620 610 000	RECIP SAW BLADES		37.98
01 2620 610 000	DRILL BIT SET		34.17
01 2620 610 000	CAULK / GROUNDING PLUG		28.17
01 2620 610 000	GLUE		18.18
01 2620 610 000	DRANO. TRAP/ COUPLING		49.22
01 2620 610 000	ANCHR DRV SET 9 PC		44.99
01 2620 610 000	DRAIN ACID		18.99
01 2620 610 000	PULLS X 5		9.98
01 2620 610 000	RECEPTACLE/ BUILIDNG MATERIALS		20.98
01 2620 610 000	PAINT AND PAINT SUPPLIES		134.49
01 2630 610 000	PRKING LOTGLOVES, SPRAYER, TRAY, ROLLERS		104.14
Total KERNER ACE HARDWARE			2,505.32
KSB School Law, PC LLO	19188	11339	3,178.00
01 2330 317 000	GENERAL LEGAL SERVICES		1,302.00
01 2330 317 000	CONSTRUCTION LEGAL SERVICES		1,876.00
Total KSB School Law, PC LLO			3,178.00
Langfeldt Overhead Door Company	09-28311	11340	470.93
01 2620 431 000	LUBE AND ADJUST ALL DOORS ON BUS BARN		470.93
Total Langfeldt Overhead Door Company			470.93
Lester, Richard	JULY 2025	11341	150.00
01 2560 382 000	APRIL-JUNE 2025 CELL PHONE STIPEND		150.00
Total Lester, Richard			150.00
MASTERCARD	072025	11342	3,554.86
01 9000 890 000	STATE GOLF MEAL GRAND ISLAND X 3 - BALZ		99.85

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 9000 890 000	UNITED AIRLINES - HOSA TICKETS > NASHVIL		416.36
01 2310 610 000	BOE MTG FOOD/ FACILITY WKSHOP SAMS CLUB		77.57
01 2410 610 001	BULLETIN BOARD/ SHREDDR HS OFFICE		156.28
01 9000 890 000	NORFOLK LODGE AND SUITES - GIRLS BBALL		945.00
01 2410 610 001	RUBBERBANDS		50.29
01 2410 610 001	LABEL TAPE		32.87
01 2213 580 001	MEAL CTE CONF. KEARNEY (OR)		31.35
01 2213 580 001	MEAL X 2 CTE CONF KEARNEY (OR/CH)		55.16
01 2410 810 001	ETS CPX PRINCETON NJ PRAXIS (JD)		133.90
01 2410 810 001	ETS CPX PRINCETON NJ - PRAXIS REFUND JD		(65.00)
01 9000 890 000	SKILLS USA TRANS. ATLANTA GA NATIONALS		84.80
01 9000 890 000	SKILLS USA TRANS SHUTTLE ATLANTA GA NATI		84.80
01 9000 890 000	DRY CLEANING -SKILLS USA UNIFORMS		186.62
01 9000 890 000	HOSA HOTEL - NASHVILLE TN - GAYLORD INN		1,009.40
01 9000 890 000	SKILLS USA MEAL @ KS AIR CITY MARKENTX 2		40.03
01 9000 890 000	SKILLS USA MEAL @ KS AIR CITY MARKENTX 1		18.14
01 9000 890 000	EGROUP-SKILLS USA CLOTHING-NATIONAL PAR		127.41
01 9000 890 000	LEVY CONC - GEORGIA WORLD OF MEAL ADVISO		31.04
01 9000 890 000	SAIGON BITES - MEAL SKILLS USA ADVI. ATL		38.99
Total MASTERCARD			3,554.86
MATHESON TRI-GAS INC DBA	0052524210	11343	145.30
01 1100 610 001	HS WELDING SUPPLIES		145.30
Total MATHESON TRI-GAS INC DBA			145.30
MENARDS-LINCOLN SOUTH	56730/56731	11344	294.28
01 2620 610 002	CEILING GRID COOK SITE		82.86
01 2620 610 003	SHELVING PREK TEC.		128.55
01 2620 610 004	CEILING GRID COOK SITE		82.87
Total MENARDS-LINCOLN SOUTH			294.28
MONTE FRERICHS	7428	11345	2,214.00
01 2620 340 002	PLATES FOR VBALL STANDARDS / COOK SITE		2,214.00
Total MONTE FRERICHS			2,214.00
NEBRASKAS DEPT . OF MOTOR VEHICLES	25 22378	11346	60.00
01 2710 610 000	DMV DRIVERS RECORDS X 8		60.00
Total NEBRASKAS DEPT . OF MOTOR VEHICLES			60.00
NIXON, Margaret	2522383	11369	85.40
01 2710 333 000	MLG REIM/ BUS 7 STEPHSON TR LINCOLN 121		85.40

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total NIXON, Margaret			85.40
NORTHWEST EVAL. ASSOCIATION	839485	11347	3,997.50
01 1100 643 001	MAP GROWTH EVALUATION TOOL		999.38
01 1100 643 002	MAP GROWTH EVALUATION TOOL		999.37
01 1100 643 003	MAP GROWTH EVALUATION TOOL		999.37
01 1100 643 004	MAP GROWTH EVALUATION TOOL		999.38
Total NORTHWEST EVAL. ASSOCIATION			3,997.50
NRCSA	1106	11348	850.00
01 2310 810 000	2025-2026 NRCSA DUES RENEWAL		850.00
Total NRCSA			850.00
OMAHA PUBLIC POWER DIST	07/ 2025	11349	4,850.91
01 2610 621 002	ELEC COOK SITE		2,425.45
01 2610 621 004	ELEC COOK SITE		2,425.46
Total OMAHA PUBLIC POWER DIST			4,850.91
ON TO COLLEGE -BAYLOR ENTERPRICES INC	6435	11350	3,267.00
01 3535 643 001	ON TO COLLEGE ACT TEST PREP RENEWAL		3,267.00
Total ON TO COLLEGE -BAYLOR ENTERPRICES INC			3,267.00
ONE SOURCE	2022182797	11351	71.50
01 2570 340 000	BACKGROUND CKECKS -EVERIFY SMR. WORKERS		71.50
Total ONE SOURCE			71.50
POWERSCHOOL GROUP LLC	inv441203	11352	4,208.07
01 1100 643 001	POWERSCHOOL SIS MAINT AND SUPPORT		1,052.01
01 1100 643 002	POWERSCHOOL SIS MAINT AND SUPPORT		1,052.02
01 1100 643 003	POWERSCHOOL SIS MAINT AND SUPPORT		1,052.02
01 1100 643 004	POWERSCHOOL SIS MAINT AND SUPPORT		1,052.02
Total POWERSCHOOL GROUP LLC			4,208.07
RASMUSSEN MECH. SERV., INC.	SRV118216	11353	549.25
01 2610 431 001	REISSUE CK # 11054 MARCH 2025 WRONG VEND		549.25
RASMUSSEN MECH. SERV., INC.	SRV123135	11353	427.36
01 2610 340 002	HVAC LEAK COOK SITE		213.68
01 2610 340 004	HVAC LEAK COOK SITE		213.68
RASMUSSEN MECH. SERV., INC.	SRV123630	11353	1,651.74
01 2610 340 001	CHILLER HS LEAKS		1,651.74
Total RASMUSSEN MECH. SERV., INC.			2,628.35
Ray Jay Sanitation	JULY 2025	11354	560.00
01 2620 420 001	GARBAGE SERVICE TEC SITE		280.00
01 2620 420 003	GARBAGE SERVICE TEC SITE		280.00
Total Ray Jay Sanitation			560.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
RENAISSANCE LEARNING	INV5562165	11355	3,003.33
01 1100 643 002	EDUCLIMBER SOFTWARE LICENSE		1,001.11
01 1100 643 003	EDUCLIMBER SOFTWARE LICENSES		1,001.11
01 1100 643 004	EDUCLIMBER SOFTWARE LICENSES		1,001.11
Total RENAISSANCE LEARNING			3,003.33
S & S Worldwidelnc.	IN101607018	11356	45.02
01 1190 610 003	FOAM BASKETBALLS / COLOR SPLASH FOAM		45.02
Total S & S Worldwidelnc.			45.02
SCHOOL HEALTH CORPORATION	CINV000211185	11357	1,611.89
01 2130 610 001	MEDICAL SUPPLIES		402.97
01 2130 610 002	MEDICAL SUPPLIES		402.97
01 2130 610 003	MEDICAL SUPPLIES		402.97
01 2130 610 004	MEDICAL SUPPLIES		402.98
SCHOOL HEALTH CORPORATION	CINV000213127	11357	763.04
01 2130 610 001	MEDICAL SUPPLIES		190.76
01 2130 610 002	MEDICAL SUPPLIES		190.76
01 2130 610 003	MEDICAL SUPPLIES		190.76
01 2130 610 004	MEDICAL SUPPLIES		190.76
Total SCHOOL HEALTH CORPORATION			2,374.93
Scott P. Buss	06252005	11358	151.00
01 2620 340 001	PEST CONTROL SERV HS		41.50
01 2620 340 003	PEST CONTROL SERV. ELEM TEC		41.50
01 2620 340 004	PEST CONTROL SERV ELEM. COOK		34.00
01 2620 340 002	PEST CONTROL SERV MS COOK		34.00
Total Scott P. Buss			151.00
Segra	SI-25-027407	11359	2,534.74
01 2230 382 001	INTERNET SERVICES		633.69
01 2230 382 002	INTERNET SERVICES		633.69
01 2230 382 003	INTERNET SERVICES		633.68
01 2230 382 004	INTERNET SERVICES		633.68
Total Segra			2,534.74
SENCА SANITATION	JULY 2025	11360	350.00
01 2620 420 002	GARBAGE SERVICE COOK SITE		175.00
01 2620 420 004	GARBAGE SERVICE COOK SITE		175.00
Total SENCА SANITATION			350.00
STAPLES ADVANTAGE	6034081926	11361	364.08
01 1100 610 001	HS CALCULATORS		364.08
STAPLES ADVANTAGE	6034310068	11361	150.86
01 1100 610 002	TAPE, BATTERIES, FOLDERS, ENV.		75.43
01 1100 610 004	TAPE, BATTERIES, FOLDERS, ENV.		75.43
STAPLES ADVANTAGE	6034742299	11361	16.68
01 1100 610 002	ENV. COOK SITE		8.34
01 1100 610 004	ENV. VOOK SITE		8.34
STAPLES ADVANTAGE	6034742301	11361	14.70
01 1100 610 003	ELEM TEC. GLUE STICKS		14.70
Total STAPLES ADVANTAGE			546.32

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Surnali LLC dba Diversified Drug Testing 01 2130 340 001	23088/23087 HS DRUG TESITNG APRIL 2025	11362	860.00 860.00
Total Surnali LLC dba Diversified Drug Testing			860.00
TRANSPORTATION ACCESSORIES CO 01 2710 610 000	INV125626 PREK BUS SEAT RESTRAINTS X 10	11363	1,805.20 1,805.20
Total TRANSPORTATION ACCESSORIES CO			1,805.20
VERIZON WIRELESS 01 2560 382 000	6116470653 CELL PHONE SERVICE	11364	429.03 429.03
Total VERIZON WIRELESS			429.03
WATER ENGINEERING INC 01 2620 431 001 01 2620 431 002 01 2620 431 003 01 2620 431 004	in202782 WATER MANAGEMENT SERV WATER MANAGEMENT SERV WATER MANAGEMENT SERV WATER MANAGEMENT SERV	11365	246.00 61.50 61.50 61.50 61.50
Total WATER ENGINEERING INC			246.00
WOODRIVER ENERGY 01 2610 621 001 01 2610 621 003	456329 NATURAL GAS HS NATURAL GAS ELEM TEC	11366	533.65 266.82 266.83
Total WOODRIVER ENERGY			533.65
WORLD BOOK, INC 01 2220 641 001 01 2220 641 002 01 2220 641 003 01 2220 641 004	AR10007736 WORLD BOOK ONLINE SERVICES WORLD BOOK ONLINE SERVICES WORLD BOOK ONLINE SERVICES WORLD BOOK ONLINE SERVICES	11367	423.36 105.84 105.84 105.84 105.84
Total WORLD BOOK, INC			423.36
Fund Number 01			101,966.88
Checking Account ID 1			101,966.88

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 9	Fund Number 09	Qualified Capital Purpose Undtk Fund	
Getzschman Heating and Air	GTZ-1-0000881	107	1,895.00
09 4500 450 000	MATERIALS FOR HOOD VENT KITCHEN TEC SITE		1,895.00
Total Getzschman Heating and Air			<hr/> 1,895.00
Fund Number 09			<hr/> 1,895.00
Checking Account ID 9			<hr/> 1,895.00

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 08	Fund Number 08	Building Fund	
EGAN SUPPLY CO	402534	90	27,047.55
08 4700 450 000	HS GYM FLOOR REFINISHED/NEW GRAPHICS		27,047.55
Total EGAN SUPPLY CO			<u>27,047.55</u>
Esser Flooring	06132025	91	26,848.32
08 4700 450 000	CARPETING AT MS AND HS		26,848.32
Total Esser Flooring			<u>26,848.32</u>
HEARTLAND ROOFING CONSULTANTS	1594	92	64,985.00
08 4700 450 000	ROOF REPAIRS 3 BLDS		64,985.00
Total HEARTLAND ROOFING CONSULTANTS			<u>64,985.00</u>
Mahoney Concrete	2611/2604	93	16,200.00
08 4600 450 000	SIDEWALK IN FRONT OF HS REPLACED		11,710.00
08 4600 450 000	CONCRETE @ MS BETWEEN OLD GYM AND MAINT		4,490.00
Total Mahoney Concrete			<u>16,200.00</u>
RASMUSSEN MECH. SERV., INC.	jc16462	94	43,404.00
08 4700 450 000	HS ROOM 100 MINI SPLITS		25,899.00
08 4700 450 000	COOK SITE ROOFTOP OFFICE		16,641.00
08 4700 450 000	COOK SITE 2 WALL UNITS		15,864.00
08 4700 450 000	LESS DEPOSIT MADE		(15,000.00)
Total RASMUSSEN MECH. SERV., INC.			<u>43,404.00</u>
SPORTS FACILITY MAINTENANCE, LLC	1498	95	27,107.70
08 4700 450 000	NEW BACKSTOPS IN HS GYM INSTALLED		27,107.70
Total SPORTS FACILITY MAINTENANCE, LLC			<u>27,107.70</u>
Fund Number 08			<u>205,592.57</u>
Checking Account ID 08			<u>205,592.57</u>

**JCC DIST 49-0050
JULY 2025 SUMMARY OF EXP.**

JCC DIST 49-0050 GEN. FUND EXP. JULY 2025	\$101,966.88
JCC DIST 49-0050 PAYROLL JULY 2025	<u>\$617,630.44</u>
JCC DIST 49-0050 JULY 2025 TOT. EXP	<u>\$719,597.32</u>

JCC DIST 49-0050 QCPUF JULY 2025 EXP.	\$1,895.00
JCC DIST 49-0050 BUILDING FUND JULY 2025 EXP.	\$205,592.57

GENERAL FUND 87.6% OF BUDGET 91.6% OF FISCAL YR.

**JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
STATEMENT OF ACCOUNTS**

2024-2025

GENERAL FUND

American National Bank

Account # 1055931

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
December-23	196,165.79	785,112.77	1,298,573.17	0.00	709,626.19
January-24	709,626.19	789,695.57	1,464,732.07	0.00	1,384,662.69
February-24	1,384,662.69	713,808.74	823,180.74	0.00	1,494,034.69
March-24	1,494,034.69	804,269.81	416,555.07	0.00	1,106,319.95
April-24	1,106,319.95	792,575.35	788,096.12	0.00	1,101,840.72
May-24	1,101,840.72	801,910.23	2,196,239.17	0.00	2,496,169.66
June-24	2,496,169.66	855,297.08	535,280.14	0.00	2,176,152.72
July-24	2,176,152.72	1,013,141.60	142,488.45	0.00	1,305,499.57
August-24	1,305,499.57	956,295.70	319,123.63	0.00	668,327.50
September-24	668,327.50	1,163,003.87	1,599,229.85	0.00	1,104,553.48
October-24	1,104,553.48	822,705.40	332,324.47	0.00	614,172.55
November-24	614,172.55	854,462.78	480,994.10	0.00	240,703.87
December-24	240,703.87	814,042.92	773,889.40	0.00	200,550.35
January-25	200,550.35	847,301.08	1,273,365.38	0.00	626,614.65
March -25	1,622,671.28	790,805.57	493,817.09	0.00	1,325,682.80
April-25	1,325,682.80	862,855.07	1,445,555.23	0.00	1,908,382.96
May-25	1,908,382.96	856,096.25	2,049,047.33	0.00	3,101,334.04
June-25	3101334.04	822786.38	536053.5	0	2,814,601.16

IMPREST ACCOUNT

American National Bank

Account #4084077

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
December-23	4,526.79	461.14	0.00	0.00	4,065.65
January-24	4,065.65	165.68	0.00	0.00	3,899.97
February-24	3,899.97	784.52	1,533.99	0.00	4,649.44
March-24	4,649.44	362.82	784.52	0.00	5,071.14
April-24	5,071.14	620.82	0.00	0.00	4,450.32
May-24	4,450.32	567.03	100.00	0.00	3,983.29
June-24	3,983.29	265.00	0.00	0.00	3,718.29
July-24	3,718.29	495.19	0.00	0.00	3,223.10
August-24	3,223.10	1959.98	2,458.04	0.00	3,721.16
September-24	3,721.16	148.86	0.00	0.00	3,572.30
October-24	3,572.30	168.74	1,497.84	0.00	4,901.40
November-24	4,901.40	109.24	168.74	0.00	4,960.90

December-24	4,960.90	157.72	0.00	0.00	4,803.18
January-25	4,803.18	1,095.00	0.00	0.00	3,708.18
February-25	3,708.18	229.69	1,325.72	0.00	4,804.21
March-25	4,804.21	0.00	0.00	0.00	4,804.21
April-25	4,804.21	1.00	0.00	0.00	4,803.21
May-25	4,803.21	1,250.00	0.00	0.00	3,553.21
June-25	3,553.21	0	0	0.00	3,553.21

BUILDING FUND

American National Bank

Account MM #50000119

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance	
December-23	1,180,990.91	7,775.02	54,657.73	3057.01	1,230,930.63	
January-24	1,230,930.63	0.00	171,421.47	4323.79	1,406,675.89	
February-24	1,406,675.89	13,338.00	82,945.75	5350.84	1,481,634.48	
March-24	1,481,634.48	2,954.50	24,040.62	5939.23	1,508,659.83	
April-24	1,508,659.83	16,000.00	90,298.44	5935.81	1,588,894.08	
May-23	1,588,894.08	0.00	316,842.14	7679.99	1,913,416.21	
June-24	1,913,416.21	145,295.00	38,261.03	6879.85	1,813,262.09	
July-24	1,813,262.09	46,973.46	216,523.50	7476.58	1,990,288.71	
August-24	1,990,288.71	71,006.54	157,073.59	8416.22	2,084,771.98	
September-24	2,084,771.98	184,999.00	247,188.83	7412.47	2,154,374.28	
October-24	2,154,374.28	12,669.04	24,151.74	7807.33	2,173,664.31	
November-24	2,173,664.31	0.00	7,536.79	7563.00	2,188,764.10	
December-25	2,188,764.10	0.00	34,077.24	7193.38	2,230,034.72	
January-25	2,230,034.72	49,260.26	167,243.03	8128.67	2,356,146.16	
February-25	2,356,146.16	13,428.29	236,999.40	7514.06	2,587,231.33	
March-25	2,587,231.33	0.00	24,653.73	8010.17	2,619,895.23	3.95 APY
April-25	2,619,895.23	39,090.48	205,875.09	8590.02	2,795,269.86	
May-25	2,795,269.86	0.00	327,583.85	10,201.81	3,133,055.52	
June-25	3,133,055.52	0.00	22,724.89	9,691.37	3,165,471.78	

BOND FUND

American National Bank

Account MM #3188887

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance	
December-23	16,957.53	0.00	0.00	3.31	16,960.84	
January-24	16,960.84	0.00	0.00	3.31	16,964.15	
February-24	16,964.15	0.00	0.00	3.10	16,967.25	
March-24	16,967.25	0.00	0.00	3.31	16,970.56	
April-24	16,970.56	0.00	0.00	47.85	17,018.41	
May-24	17,018.41	0.00	0.00	74.49	17,092.90	
June-24	17,092.90	0.00	0.00	63.48	17,156.38	
July-24	17,156.38	0.00	0.00	70.54	17,226.92	
August-24	17,226.72	0.00	0.00	75.60	17,302.32	

September-24	17,302.32	0.00	0.00	61.81	17,364.13	
October-24	17,364.13	0.00	0.00	65.03	17,429.16	
November-24	17,429.16	0.00	0.00	62.80	17,491.96	
December-24	17,491.96	0.00	0.00	58.94	17,550.90	
January-25	17,550.90	0.00	0.00	63.10	17,614.00	
February-25	17,614.00	0.00	0.00	53.73	17,667.73	
March-25	17,667.73	0.00	0.00	55.82	17,723.55	4.05 APY
April -25	17,723.55	0.00	0.00	57.93	17,781.48	
May-25	17781.48	0.00	0.00	62.00	17,843.48	
June-25	17,843.48	0	0	56.38	17,899.86	

QUAL CAP PURP

**American National Bank
Savings Account #7005153**

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance	
December-23	10,766.51	0.00	10,762.54	0.63	21,529.68	
January-24	21,529.68	0.00	36,763.52	1.77	58,294.97	
February-24	58,294.97	0.00	17,016.92	2.66	75,314.55	
March-24	75,314.55	0.00	4,885.41	3.32	80,203.28	
April-24	80,203.28	0.00	19,749.36	259.46	100,212.10	
May-24	100,212.10	0.00	69,580.36	655.99	170,448.45	
June-24	170,448.45	300.00	8,406.54	653.12	179,208.11	
July-24	179,208.11	745.26	1,511.41	738.50	180,712.76	
August-24	180,712.76	10,800.00	6,705.74	784.84	177,403.34	
September-24	177,403.34	0.00	54,372.46	753.94	232,529.74	
October-24	232,529.74	0.00	4,706.13	880.82	238,116.69	
November-24	238,116.69	0.00	1,304.85	860.92	240,282.46	
December-25	240,282.46	0.00	7,349.92	821.16	248,453.54	
January-25	248,453.54	0.00	35,914.97	976.05	285,344.56	
February-25	285,344.56	3,600.44	50,745.75	980.26	333,470.13	
March-25	333,470.13	0.00	5,303.63	1061.64	339,835.40	4.05 APY
April-25	339,835.40	0.00	44,099.46	1181.08	385,115.94	
May-25	385,115.94	42,214.00	70,163.79	1435.66	414,501.39	
June-25	414,501.39	0.00	4,869.88	1317.41	420,688.68	

DEPRECIATION

**American National Bank
Account MM #50000107**

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
December-23	4453.07	0	0	0.87	4453.94
January-24	4453.94	0	0	0.87	4454.81
February-24	4454.81	0	0	0.81	4455.62
March-24	4455.62	0	0	0.87	4456.49
April-24	4456.49	0	0	12.57	4469.06

May-24	4469.06	0	0	19.56	4488.62	
June-24	4488.62	0	0	16.67	4505.29	
July-24	4505.29	0	0	18.52	4523.81	
August-24	4523.81	0	0	19.8	4543.61	
September-24	4543.61	0	0	16.23	4559.84	
October-24	4559.84	0	0	17.08	4576.92	
November-24	4576.92	0	0	16.49	4593.41	
December-24	4593.41	0	0	15.48	4608.89	
January-25	4608.89	0	0	16.57	4625.46	
February-25	4625.46	0	0	14.11	4639.57	
March-25	4639.57	0	0	14.66	4654.23	
April-25	4654.23	0	0	15.21	4669.44	
May-25	4669.44	0	0	16.28	4685.72	
June-25	4685.72	0	0	14.80	4,700.52	4.05 APY

**EMPLOYEE
BENEFIT FUND**

Savings Account #70005160

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance	
December-23	498.11	0	0	0.02	498.13	
January-24	498.13	0	0	0.02	498.15	
February-24	498.15	0	0	0.02	498.17	
March-24	498.17	0	0	0.02	498.19	
April-24	498.19	0	0	1.38	499.57	
May-24	499.57	0	0	2.19	501.76	
June-24	501.76	0	0	1.86	503.62	
July-24	503.62	0	0	2.07	505.69	
August-24	505.69	0	0	2.22	507.91	
September-24	507.91	0	0	1.81	509.72	
October-24	509.72	0	0	1.91	511.63	
November-24	511.63	0	0	1.84	513.47	
December-24	513.47	0	0	1.73	515.20	
January-25	515.20	0	0	1.86	517.06	
February-25	517.06	0	0	1.57	518.63	
March -25	518.63	0	0	1.64	520.27	4.05 APY
April-25	520.27	0	0	1.70	521.97	
May-25	521.97	0	0	1.82	523.79	
June-25	523.79	0	0	1.66	525.45	

CONTINGENCY FUND

American National Bank

Savings Account #7005174

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
December-23	2807.74	0	3.45	0.12	2,811.31

January-24	2811.31	0	3.56	0.12	2,814.99	
February-24	2814.99	0	3.56	0.11	2,818.66	
March-24	2818.66	0	4.36	0.12	2,823.14	
April-24	2823.14	0	2.53	7.83	2,833.50	
May-24	2833.5	0	68.38	12.59	2,914.47	
June-24	2914.47	0	0	10.82	2,925.29	
July-24	2925.29	0	80.21	12.14	3,017.64	
August	3017.64	0	81.52	13.28	3,112.44	
September-24	3112.44	0	0	11.12	3,123.56	
October-24	3123.56	0	39.45	11.83	3,174.84	
November-24	3174.84	0	199.79	11.72	3,386.35	
December-25	3386.35	0	0	11.41	3,397.76	
January-25	3397.76	0	40.76	12.30	3,450.82	
February-25	3450.82	0	40.76	10.62	3,502.20	
March-25	3502.2	0	48.65	11.10	3,561.95	APY 4.05
April-25	3561.95	0	70.08	11.70	3,643.73	
May-25	3643.73	0	0	12.71	3,656.44	
June-25	3656.44	0	41.78	11.63	3,709.85	
CD #001120027210	TFB 12,000(3/10/2026)					

Activity Account-American National Bank

Acct. #29284

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
September 24	32,746.75	48,392.51	48,608.22	12.01	32,962.46
October 24	32,962.46	40,131.53	30,562.88	9.27	23,393.81
November 24	23,393.81	40,243.65	44,921.01	10.14	28,071.17
December 24	28,071.17	33,497.83	23,408.68	8.46	17,982.02
January 25	17,982.02	54,847.12	92,589.05	11.71	55,723.95
February 25	55,723.95	47,360.63	15,354.18	13.77	23,717.50
March 25	23,717.50	12,007.18	5,733.62	6.37	17,443.94
April 25	17,443.94	30,783.14	42,999.00	7.81	29,659.80
May 25	29,659.80	35,528.14	55,837.57	14.59	49,969.23

Lunch Account-American National Bank

Acct. #29281

Month	Beginning Balance	Expenditures	Receipts	Interest	Ending Balance
September 24	17,456.51	19,654.16	25,812.57	6.09	23,614.92
October 24	23,614.92	15,947.11	10,663.63	6.73	18,331.44
November 24	18,331.44	53,001.27	56,034.88	9.67	21,365.05
December 24	21,365.05	11,134.39	28,064.50	8.46	38,295.16
January 25	38,295.16	32,364.40	26,233.31	8.80	32,164.07
February 25	32,164.07	31,858.71	26,833.24	5.63	27,138.60
March 25	27,138.60	45,759.55	26,409.23	7.68	7,788.28

April 25	7,788.28	63,511.02	101,991.81	7.87	43,269.07
May 25	43,269.07	38,632.57	34,632.57	16.27	42,406.43

July Board Report

- Attended BIST Training June 25th and 27th
- Reviewed/updated Student and Staff Handbooks June 30, 2025
- Met with New Medical Staff on July 8th
- Administrator Days @ Kearney July 23-25
- Getting ready for Open House on August 7th at 6:00 pm @ the High School
- The beginning of the year packet is being worked on and will be sent out for the upcoming school year by July 18th.
- Have been in contact with Yellow Frog Graphics out of St. Joseph, Missouri, on updating some of our signage and making the high school show more pride in our school.
 - For more information, please see the attachments
- Working on more signage for the high school on the locations of classrooms, etc., through Canva
- The gym floor is finished and looks fantastic.

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

THE CUSTOMER IS RESPONSIBLE FOR ANY ADDITIONAL DESIGN, PRODUCTION, INSTALLATION, OR SHIPPING COSTS RELATED TO CHANGES NEEDED AFTER PROOF APPROVAL. COLORS MAY VARY FROM WHAT IS DISPLAYED ON COMPUTER SCREENS. WE CANNOT GUARANTEE COLOR ACCURACY FOR ANY VECTOR BASED IMAGERY WITHOUT THE USE OF PMS COLORS.

J.C.C. Activities Entrance-Sign

Size: 60"W X 24"H

J.C.C. Window Perf

Size: 68.75"W x 84.5"H

QTY: 3



VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18873

Customer: Johnson County Central High School

Sales Rep: Dan Mays

PROOF VERSION 1 2 3 4 5 +

More than 2 revisions may be charged at \$25 each.



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J.C.C. Window Perf, Size: 68.75"W x 84.5"H, Close up View of Design



J.C.C. Activities Entrance-Sign, Size: 60"W x 24"H



VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18873

Customer: Johnson County Central High School

Sales Rep: Dan Mays

PROOF VERSION **1** **2** **3** **4** **5** **+**

More than 2 revisions may be charged at \$25 each.



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Yellow Frog Graphics
 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18873

"J.C.C. Activities Entrance-North Side #3" -

Sign 60"x12" on .080 Aluminum / 3 -

68.75"x84.5" window perf

SALES REP INFO

Dan Mays
 Graphic Sales
 dan.mays@yellowfroggraphics.com

SALES ORDER

DATE
 Fri, 06/20/2025

TERMS
 COD

DUE DATE

Thu, 07/03/2025

PO#

N/A

QT#
 17653

ORDERED BY

Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

INSTALL ADDRESS

358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO

Justin Damme
 justin.damme@jccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	J.C.C. Activities Entrance-Sign Premium ready to apply outdoor vinyl graphics per approved quote Width: 60 Inches Height: 12 Inches	1	Each	\$180.3975	\$180.40	Y
2	J.C.C. with School Art Premium ready to apply outdoor vinyl graphics per approved quote Width: 68.75 Inches Height: 84.5 Inches	3	Each	\$286.737	\$860.21	Y
3	Installation Installation Hourly	2.5	Hr	\$100.00	\$250.00	N
4	Drive Time	1	Each	\$454.14	\$454.14	Y

Upon signing this agreement, Customer agrees to pay 100% of the above quoted price. Final payment of the balance, if any, will be due immediately upon delivery/installation. This contract specifies the entire agreement of the parties.

Any accounts not paid in full within the time frame specified above shall incur interest at the rate of 18% per annum on the unpaid balance. Yellow Frog Graphics reserves the right to enter the Customer's premises and remove its work should Customer fail to pay. Any additional costs incurred by Yellow Frog Graphics for removal shall be imposed upon the Customer. Customer shall be responsible for any and all legal fees and costs incurred by Yellow Frog Graphics and its successors and assignee's to recover any unpaid balances due under this contract.

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By signing below, Customer hereby agrees and accepts the above prices, specifications and conditions to the proposed project and authorizes Yellow Frog Graphics to begin work as outlined.

By signing below, Customer understands that older factory paint jobs, after market paint jobs or factory paint jobs with defects, could be damaged by the installation and/or removal of vehicle lettering and graphics. Graphics will be installed and/or removed with utmost care and utilizing years of experience. Yellow Frog Graphics cannot be responsible for any damage to a customer's paint job during the installation or removal of the vehicle graphics due to underlying issues with the surface of the vehicle. Vinyl graphics have an expected life of 1-2 years for non-vertical applications and 3-5 years for vertical applications. Yellow Frog Graphics will warranty the application for up to a year and after the first year will rely on warranties specified by 3M products. Graphics that are left on longer than noted above are prone to having damage occur prior to and during removal process. I wish to acquire the services of Yellow Frog Graphics and in doing so, I acknowledge that Yellow Frog Graphics has made me aware of the possibility of damage to my vehicle by installing or removing graphics on my vehicle and I will not hold Yellow Frog Graphics liable for any damage to my vehicle.

Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$1,744.75
Sales Tax (0%):	\$0.00
Total:	\$1,744.75

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

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Gym Doors & Window - Perf



Size: 62.25"W x 22.5"H

Size: 18"W x 64"H

VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18874

Customer: Johnson County Central High School

Sales Rep: Dan Mays

PROOF VERSION 1 2 3 4 5 +

More than 2 revisions may be charged at \$25 each.



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Yellow Frog Graphics
 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18874

Gym Doors & Window - Perf

dan.mays@yellowfroggraphics.com

SALES REP INFO

Dan Mays
 Graphic Sales

SALES ORDER DATE

Fri, 06/20/2025

DUE DATE

Thu, 07/03/2025

PO#

N/A

TERMS
 COD

QT#

17655

ORDERED BY

Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

INSTALL ADDRESS

358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO

Justin Damme
 justin.damme@jcccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Perf on Doors - Images only on doors. No lettering on doors. Premium ready to apply outdoor vinyl graphics per approved quote Width: 18 Inches Height: 64 Inches	2	Each	\$56.86	\$113.72	Y
2	Perf on window above doors - "Thunderbirds" with image Premium ready to apply outdoor vinyl graphics per approved quote Width: 62.75 Inches Height: 22.5 Inches	1	Each	\$69.687	\$69.69	Y
3	Installation Installation Hourly	1.5	Hr	\$100.00	\$150.00	N

Upon signing this agreement, Customer agrees to pay 100% of the above quoted price. Final payment of the balance, if any, will be due immediately upon delivery/installation. This contract specifies the entire agreement of the parties.

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Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$333.41
Sales Tax (0%):	\$0.00
Total:	\$333.41

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

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Podium 23.25x41 on Acrylic



VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18875

PROOF VERSION **1** **2** **3** **4** **5** **+**

Customer: Johnson County Central High School

Sales Rep: Dan Mays

More than 2 revisions may be charged at \$25 each.



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 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18875

Podium 23.25x41 on Acrylic

dan.mays@yellowfroggraphics.com

SALES REP INFO

Dan Mays
 Graphic Sales

QT#
 17658

SALES ORDER DATE

Fri, 06/20/2025

TERMS
 COD

DUE DATE

Thu, 07/03/2025

PO#

N/A

ORDERED BY

Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO

Justin Damme
 justin.damme@jccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Podium - Updated Thunderbird logo - Full face of podium 23.5"x41" on Acrylic Premium ready to apply outdoor vinyl graphics per approved quote Width: 23.25 Inches Height: 41 Inches	1	Each	\$133.826	\$133.83	Y
2	Installation Installation Hourly	0.5	Hr	\$100.00	\$50.00	N

Upon signing this agreement, Customer agrees to pay 100% of the above quoted price. Final payment of the balance, if any, will be due immediately upon delivery/installation. This contract specifies the entire agreement of the parties.

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Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$183.83
Sales Tax (0%):	\$0.00
Total:	\$183.83

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

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Top South Face Size:
71"W x 25.25"H

Main Office Top/Bottom

Corner Post Size:
6.25"W x 68.5"H

Top East Face Size:
142.25"W x 25.25"H



Bottom South Face Size:
30"W x 33"H



Bottom East Face Size:
141.75"W x 33"H

VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18876

Customer: Johnson County Central High School

Sales Rep: Dan Mays

PROOF VERSION **1** **2** **3** **4** **5** **+**

More than 2 revisions may be charged at \$25 each.



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 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18876

Main Office Top/Bottom and Post -
 Thunderbird Graphics

SALES REP INFO Dan Mays Graphic Sales dan.mays@yellowfroggraphics.com	SALES ORDER DATE Fri, 06/20/ 2025	DUE DATE Thu, 07/ 03/2025	PO# N/A
QT# 17659	TERMS COD		

ORDERED BY
 Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO
 Justin Damme
 justin.damme@jccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Top Front South Face - 71"x25.25 Premium ready to apply outdoor vinyl graphics per approved quote Width: 71 Inches Height: 25.25 Inches	1	Each	\$86.749	\$86.75	Y
2	Bottom South Face - 30"x33" Premium ready to apply outdoor vinyl graphics per approved quote Width: 30 Inches Height: 33 Inches	1	Each	\$47.905	\$47.91	Y
3	Corning Post between faces - 6.25"x68.5" Premium ready to apply outdoor vinyl graphics per approved quote Width: 6.25 Inches Height: 68.5 Inches	1	Each	\$20.717	\$20.72	Y
4	Main Office East Face Top 142.25"x25.25" Premium ready to apply outdoor vinyl graphics per approved quote Width: 142.25 Inches Height: 25.25 Inches	1	Each	\$173.804	\$173.80	Y
5	Main Office East Face Bottom 141.75"x33" Premium ready to apply outdoor vinyl graphics per approved quote Width: 141.75 Inches Height: 33 Inches	1	Each	\$226.351	\$226.35	Y
6	Installation Installation Hourly	2	Hr	\$100.00	\$200.00	N

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Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$755.53
Sales Tax (0%):	\$0.00
Total:	\$755.53

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

THE CUSTOMER IS RESPONSIBLE FOR ANY ADDITIONAL DESIGN, PRODUCTION, INSTALLATION, OR SHIPPING COSTS RELATED TO CHANGES NEEDED AFTER PROOF APPROVAL. COLORS MAY VARY FROM WHAT IS DISPLAYED ON COMPUTER SCREENS. WE CANNOT GUARANTEE COLOR ACCURACY FOR ANY VECTOR BASED IMAGERY WITHOUT THE USE OF PMS COLORS.

Trophy Case Top & Bottom Face

Top Design Size: 160.25 "W x 14.5"H



Bottom Design Size: 160.25 "W x 25"H

VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18877

Customer: Johnson County Central High School

Sales Rep: Dan Mays

PROOF VERSION 1 2 3 4 5 +

More than 2 revisions may be charged at \$25 each.



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Yellow Frog Graphics
 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18877

Trophy Case Top & Bottom Face dan.mays@yellowfroggraphics.com

SALES REP INFO

Dan Mays
 Graphic Sales

SALES ORDER DATE

Fri, 06/20/2025

DUE DATE

Thu, 07/03/2025

PO#

N/A

TERMS
 COD

QT#
 17660

ORDERED BY

Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

INSTALL ADDRESS

358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO

Justin Damme
 justin.damme@jcccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Trophy Case Top Face - 160.25"x14.5" Premium ready to apply outdoor vinyl graphics per approved quote Width: 160.25 Inches Height: 14.5 Inches	1	Each	\$112.4375	\$112.44	Y
2	Trophy Case Bottom Face - 160.25"x25" Premium ready to apply outdoor vinyl graphics per approved quote Width: 160.25 Inches Height: 25 Inches	3	Each	\$193.858	\$581.57	Y
3	Installation Installation Hourly	2.5	Hr	\$100.00	\$250.00	N
4	Drive Time	1	Each	\$454.14	\$454.14	Y

Upon signing this agreement, Customer agrees to pay 100% of the above quoted price. Final payment of the balance, if any, will be due immediately upon delivery/installation. This contract specifies the entire agreement of the parties.

Any accounts not paid in full within the time frame specified above shall incur interest at the rate of 18% per annum on the unpaid balance. Yellow Frog Graphics reserves the right to enter the Customer's premises and remove its work should Customer fail to pay. Any additional costs incurred by Yellow Frog Graphics for removal shall be imposed upon the Customer. Customer shall be responsible for any and all legal fees and costs incurred by Yellow Frog Graphics and its successors and assignee's to recover any unpaid balances due under this contract.

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Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$1,398.15
Sales Tax (0%):	\$0.00
Total:	\$1,398.15

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

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J.C.C. South Gym Entrance

Top Gym Door Window Size:
62.75"W x 22.75"H

Top Left Window Size:
34.75"W x 23"H

Top Right Window Size:
34.75"W x 23"H

South Gym Doors Size:
18.5"W x 64"H

Top Center Window Size:
64.75"W x 68"H



Top Bottom Center
Window Size:
64.75"W x 26.5"H

VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/07/2025

Designer: *Kelsey Nolan*

Order #: 18878

PROOF VERSION **1** **2** **3** **4** **5** **+**

Customer: Johnson County Central High School

Sales Rep: Dan Mays

More than 2 revisions may be charged at \$25 each.



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Yellow Frog Graphics
 5602 Corporate Dr. St. Joseph, MO 64507
 info@yellowfroggraphics.com
 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18878

J.C.C. South Gym Entrance

dan.mays@yellowfroggraphics.com

SALES REP INFO
 Dan Mays
 Graphic Sales

SALES ORDER DATE
 Fri, 06/20/2025

DUE DATE
 Thu, 07/03/2025

PO#
 N/A

TERMS
 COD

QT#
 17662

ORDERED BY
 Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO
 Justin Damme
 justin.damme@jccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Top Left Window 34.75"x23" Premium ready to apply outdoor vinyl graphics per approved quote Width: 34.75 Inches Height: 23 Inches	1	Each	\$39.449	\$39.45	Y
2	Top Center Window 64.75"x68" Premium ready to apply outdoor vinyl graphics per approved quote Width: 64.75 Inches Height: 68 Inches	1	Each	\$217.322	\$217.32	Y
3	Bottom Center Window 64.75"x26.5" Premium ready to apply outdoor vinyl graphics per approved quote Width: 64.75 Inches Height: 26.5 Inches	1	Each	\$84.6915	\$84.69	Y
4	Top Right Window 34.75"x23" Premium ready to apply outdoor vinyl graphics per approved quote Width: 34.75 Inches Height: 23 Inches	1	Each	\$39.449	\$39.45	Y
5	South Gym Doors Premium ready to apply outdoor vinyl graphics per approved quote Width: 18.5 Inches Height: 64 Inches	2	Each	\$58.4395	\$116.88	Y
6	South Gym Doors top window 62.75"x22.75" Premium ready to apply outdoor vinyl graphics per approved quote Width: 62.75 Inches Height: 22.75 Inches	1	Each	\$70.461	\$70.46	Y
7	Installation Installation Hourly	4.5	Hr	\$100.00	\$450.00	N

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Should you have questions, please don't hesitate to contact Yellow Frog Graphics at 816-233-3374 or by emailing info@yellowfroggraphics.com.

Subtotal:	\$1,018.25
Sales Tax (0%):	\$0.00
Total:	\$1,018.25

SIGNATURE:

DATE:

****PLEASE LOOK OVER PROOF CAREFULLY (I.E. SPELLING/SIZING/QUANTITY)****

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Cafeteria Above and Below Window Graphics

41.5"W x 22.5"H

41.5"W x 22.5"H

41.5"W x 22.5"H



44.5"W x 31"H

44"W x 31"H

44.5"W x 31"H

VIRTUAL PROOFS MAY NOT REFLECT EXACT COMPLETION RESULT ON SCALING. PLEASE REFER TO NOTED SPECIFICATIONS.

Date: 07/08/2025

Designer: *Kelsey Nolan*

Order #: 18879

PROOF VERSION **1** **2** **3** **4** **5** **+**

Customer: Johnson County Central High School

Sales Rep: Dan Mays

More than 2 revisions may be charged at \$25 each.



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 (816) 233-3374

www.yellowfroggraphics.com



Sales Order # 18879

J.C.C. Cafeteria above and below
 windows. Cast Vinyl

SALES REP INFO

Dan Mays
 Graphic Sales
 dan.mays@yellowfroggraphics.com

SALES ORDER DATE
 Fri, 06/20/
 2025

DUE DATE
 Thu, 07/
 03/2025

PO#
 N/A

QT#
 17663

TERMS
 COD

ORDERED BY

Johnson County Central High School
 358 North 6th Street
 Tecumseh, NE 68450

CONTACT INFO

Justin Damme
 justin.damme@jccentral.org
 (402) 335-7815

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Top Left 41.5"x22.5" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
2	Top Center 41.5"x22.5" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
3	Top Right 41.5"x22.5" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
4	Bottom Left 44.5"x31" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
5	Bottom Center 44"x31" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
6	Bottom Right 44.5"x31" Solid Cast Vinyl Premium ready to apply outdoor vinyl graphics per approved quote Width: 41.5 Inches Height: 22.5 Inches	1	Each	\$68.2875	\$68.29	Y
7	Installation Installation Hourly	3	Hr	\$100.00	\$300.00	N

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Subtotal:	\$709.74
Sales Tax (0%):	\$0.00
Total:	\$709.74

SIGNATURE:

DATE:

Mrs. Marsha Bacon - Cook Site Principal
Board Report
July 2025

- June 2 attended the ESU4 Leaders Retreat.
- June 3 & 4 attended the ESU4 Data Retreat. Worked to update School Improvement information and finalized goals.
- June 9 went to Wilber-Clatonia School to learn about the Network for Educator Effectiveness (NEE) teacher evaluation tool.
- June 10 attended a technology meeting with staff and administration to ensure teacher rooms were prepared for the upcoming school year.
- Went to Beatrice, ESU5 for the State Continuous Improvement update.
- June 30, went to KSB in Lincoln to collaborate with the administration team to update school handbooks.
- July 1 met with county officials including Jill Hahn who supports the district as the Director of the Juvenile Diversion and Truancy Four Counties Diversion Program.
 - Planned parent meetings with Jill
- July 7 met with the administration team to work on future planning.
- July 8 met with medical staff and administration to discuss roles in each building, orientation and made arrangements for upcoming trainings.
 - July 17 training for office and medical staff with Nebraska PowerSchool
- Working with CharacterStrong onboarding staff to prepare for the upcoming school year.
 - CharacterStrong will be the Tier 1 social-emotional curriculum for the 25-26 school year.
 - JCC will be reimbursed the cost of CharacterStrong with Region V grant funds.

Beckie Robeson
EL Principal Report
July 9, 2025

- Attended Leaders' Retreat on June 3
- Attended Data Retreat on June 4
- On June 9, I, along with the other admin team members, visited Wilber-Clatonia Public Schools to listen to a presentation on the Network for Educator Effectiveness (NEE). This is an evaluation tool that some districts are using for teacher evaluations and observations.
- On June 25-27, a team of teachers attended BIST training in Omaha. Ashley Juilfs, Rebecca Kling, Zadie Plager, Anna Gyhra, Michelle Borrenpohl, Robyn Faris, Maggie Badetscher, and Jami Gabriel attended this training in person. I participated via Zoom.
- Met and reviewed handbooks on June 30 at KSB Law with the admin team.
- Admin team meeting with county officials on July 1. We also continued our discussion over handbook revisions.
- Admin meeting on July 7 to finalize the discussion on handbook revisions.
- On July 7, the preschool team and I held a Zoom meeting with Character Strong to discuss and evaluate the possibility of adopting it as the SEL curriculum for preschoolers. Currently, they are using Second Steps. The preschool team is uncertain if Character Strong will meet the needs of their students' age group. They plan to continue exploring Character Strong but expect to stick with the current SEL curriculum, Second Steps, for the 2025-2026 school year.
- Admin meeting on July 8 with the medical team. We discussed responsibilities, answered questions, and planned for training in July. Worked on the para schedules.

July 2025 Board Report
Director of Student Services / SPED Director
Dr. Laura Rademacher

Activities and Tasks completed June 2025

- Met with HS SPED staff- May 30, 8-11am
 - Set caseloads and schedules
- June 2 - @ESU4 Leader Retreat
- June 3-4 @ ESU4 Data Retreat
- June 5 @ ESU4 PK inclusion training
- June 9 @ Wilber- NEE explore
- June 11- State CIP
- June 12- I met with Wendi @ ESU4- Did the MOE report and learned lots
- June 16 @ ESU4- 504s
- June 19 @ ESU4- transition for Elem/MS
- June 23-NeMTSS Teir2- via zoom
 - CICO
- June 25-27-BIST
 - Expectation Stations
 - Vision Team
 - Para Training
 - Parent Resources
- June 30- Handbooks

Activities and Tasks to be completed in July 2025

- Special Education Assistance Handbook
- Special Education Checklist
- Special Education Caseload List
- Admin days in July 22-25
- July 29 JCC leadership retreat

My Primary Responsibilities

- SPED (All the things)
 - IDEA Grant & Other OSE Grants
- 504s
- MTSS
- BIST
- Teacher OBS/Walkthroughs
- School improvement

Garrett Collin
Activities Report
July 9th, 2025

*Weight room closes Friday, August 1st

*Monday, August 4th - Friday, August 8th athletes are given the week off from the weight room

*Monday, August 11th is when fall practice begins.

***HUDL Ticketing**

*As part of a deal with the rest of the MUDECAS schools in order to put in Focus cameras at the Auditorium and Beatrice Middle School for free, we have signed up for HUDL Ticketing at zero cost. This will enable us to take cards at the gate and concession stand as a **secondary** option of payment. We do not have to do this if we do not want to. It's strictly just an option.

*Mr. Schmid had a few questions about NIL and paying student athletes. I have attached the NSAA by-laws.

Under Bylaw 3.7.1,C, the term "as an athlete" shall not include use of the name, image, or likeness (NIL) of a student of a NSAA member school participating in NSAA-sponsored activities, unless otherwise explicitly permitted or prohibited by state or federal law or the NSAA member school's policies or rules, within the following limitations:

A) Students may engage in NIL activities subject to the following:

- 1) The student's NIL activities may NOT include an image or likeness of the student in a uniform or other clothing or gear provided by the NSAA member school the student is attending or has attended.
- 2) The student shall not use any NSAA member school's facilities and/or equipment for the purpose of any NIL activities.
- 3) The student shall not use any NSAA member school's practice and/or game film for the purpose of NIL activities.
- 4) The student shall not promote any person or entity, or their services and/or products, during the NSAA member school's scheduled school day or during any activity team activities.
- 5) The student may not wear any person's or entity's logo, mark, or insignia, or in any other way represent the person or entity with which the student has agreed to an NIL activity, when otherwise required to follow the NSAA or NSAA member school's uniform or dress requirements.
- 6) The student shall not promote activities, services, or products, directly or in any way associated with, but not limited to:
 - I. Alcohol, tobacco, nicotine, or vaping.
 - II. Controlled substances, including illegal drugs such as cannabis or any paraphernalia.
 - III. Any item, activity, or conduct which is prohibited or unlawful for any school-aged student under state or federal law or the policies of the NSAA or the NSAA member school.
 - IV. Gambling of any kind, including sports betting, lottery, or other, even if the entity for whom the student has agreed to engage in NIL activities has the appropriate permits or licenses as required by law.
 - V. No compensation (or prospective compensation) for the NIL activity may be provided by the NSAA member school; an agent of the member school (e.g., school booster club, foundation, employee, etc.); or anyone affiliated with the member school in any way attempting to induce the student to attend or participate in any activity of a NSAA member school.**

Mr. Rother
July 2025
Superintendent Board Report

- RFP for Cook Site Chiller Replacement. Adam Kent (Clark-Enersen) and Russ Koch are working with Russ Waring to find what the RFP should read for the type of replacement. This is dependent on the type of chiller and the types of coolant they use.
- Renting a temporary chiller for the Cook Site. This is mainly to keep the gym at a cooled temperature while also removing the humidity to preserve the gym floor.
- RFP for High School HVAC Replacement
- The high school gym floor resurfacing has been completed.
- The high school gym's north basketball hoop brackets have been installed allowing the brackets to be retracted over the stands instead of the floor.
- The installation of the sprinkler system has been started. Piping for the gym has been completed. The project will conclude next summer when new HVAC is installed. They will also be testing the water lines from the city main into the buildings.
- The hood vent work for the high school kitchen has started. As this work proceeds, we will have to replace the ceiling grid, tiles and lights. We will look to replace the hood vent in Cook in the summer of 2026.
- The Cook Site fire panel will need to be replaced. We will look to have this done in the summer of 2026. This will be an extensive project as it will need to tie into the electrical system and the communication systems.
- There are two HVAC units in the high school and two in Tecumseh Elementary that need servicing. Russ Waring is still working on getting someone in to evaluate, diagnose and repair the units.
- Lighting was upgraded in basement classrooms and the shop spaces in the high school. This was done by Mark Wusk. He will also be wiring the backboards in the high school gym.
- The water line to the Tecumseh Site football practice field is yet to be completed.
- The administrative team will be attending NCSA's (Nebraska Council of School Administrators) Administrator Days on July 23-25. The first day, NDE (Nebraska Department of Education) Day, focuses on updates, new regulations and current regulations. The second and third days are breakout sessions with presentations by various school districts sharing ideas and programs.
- I have begun updating the school district's School Safety Manual and Emergency Operations Plan.
- JCC administration met with Johnson County Attorney Ben Beethe, Johnson County Sheriff Lynn Lyon and Four County Diversion Director Jill Hahn on July 1 to discuss JCC's attendance policy and procedures, JCC's Drug & Alcohol policy and procedures and JCC's Homeless policy and procedures.
- JCC's administrative team met to plan for future staffing and programming of the school district should a new facility be built.

- Should a PK-6 building be built, we can see savings from up to five certified staff positions, up to 10 classified staff positions and one administrative position. We would plan to do this through attrition as staff retire.
- Should a PK-8 building be built, we could see savings from up to three certified staff positions, up to 10 classified staff positions and one administrative position. Again, we would plan to do this through attrition as staff retire.
- We have been busy onboarding new staff and staff taking on new roles and responsibilities this summer.

2022-2025 Student Absence Data

	Average Daily Attendance	Average Daily Membership	Average Daily Absence
2022-2023	464.5	497.27	32.77
2023-2024	472.27	508.61	36.34
2024-2025	463.15	495.01	31.86

Superintendent Evaluation and Board Self-Assessment

2025 NASB LEADERSHIP WORKSHOPS

STRENGTHENING GOVERNANCE THROUGH EVALUATION AND REFLECTION



SUCCESS

WORK

BRAINSTORM

CONCEPT

IDEA

JULY 28 - GERING
JULY 29 - KEARNEY
JULY 30 - LINCOLN

LEARN MORE & REGISTER AT www.NASBonline.org

Target Audience: Board Members and Superintendents

2025 NASB LEADERSHIP WORKSHOPS

STRENGTHENING GOVERNANCE THROUGH EVALUATION & REFLECTION

REGISTER NOW FOR THE 2025 NASB LEADERSHIP WORKSHOPS

MONDAY, JULY 28 - GERING CIVIC CENTER

TUESDAY JULY 29 - KEARNEY HOLIDAY INN

WEDNESDAY, JULY 30 - COURTYARD MARRIOTT LINCOLN

Registration Deadline - Wednesday, July 23

Whether you are in your first term or bring years of experience to the board table, this workshop is for you and your superintendent.

Join us for a hands-on workshop designed to elevate your board's leadership through effective superintendent evaluation and meaningful board self-assessment.

Newly elected? Receive an understanding of your legal responsibilities and how evaluation processes shape strong governance from the start.

Experienced board member? Refine practices, bring clarity to superintendent evaluation, and deepen your board's collective impact.

Superintendent? Collaborate with your board in shaping an evaluation process that incorporates your input, reflects your professional goals, and defines what you need from the board to lead effectively.

TO REGISTER

Go to www.NASBonline.org, and log in using your email and password. If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance.

Registration fees for each event are as follows:

Member Registration	\$89
Cancellation Fee	\$25

Registration Deadline - Wednesday, July 23, 2025

No refunds after the deadline. No non-member attendees.

15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING



2025 NASB LEADERSHIP WORKSHOPS

STRENGTHENING GOVERNANCE THROUGH EVALUATION & REFLECTION

AGENDA

We will discuss and address:

- Board's legal responsibility to evaluate
- Contents of an effective evaluation tool
- Importance of a superintendent self-evaluation
- Value and role of all board members in the process
- How to turn the results into goals to improve student success
- Importance of board self-assessment
- Impact of effective board governance on superintendent leadership
- Value of board goals to support superintendent and student success

Leave with the resources and shared understanding needed to strengthen governance, enhance board-superintendent collaboration, and support long-term student success.

Strengthening Governance Through Evaluation & Reflection

Stacie Higgins, NASB Board Leadership Associate
Marcia Herring, NASB Director of Board Leadership
Troy Loeffelholz, NCSA

- 4:30 PM - Registration**
- 5:00 PM - Welcome and Workshop Takeaways**
- 5:15 PM - The Why Behind Evaluation**
- 6:00 PM - Dinner Break**
- 6:30 PM - Conducting an Effective Superintendent Evaluation**
- 7:15 PM - Board Self-Assessment—Why It Matters**
- 8:00 PM - Closing: From Reflection to Action**

See the full agenda at

<https://members.nasbonline.org/events/nasb-leadership-workshop>





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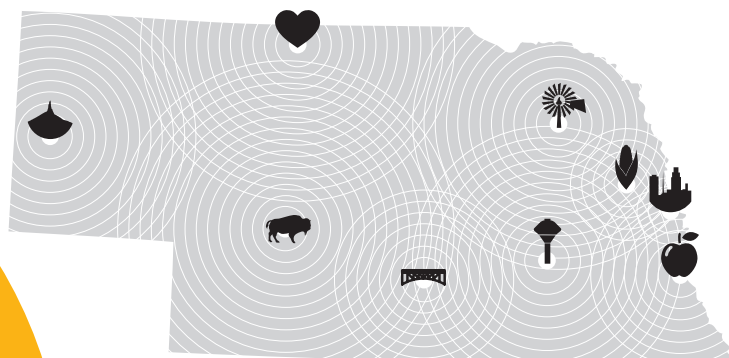
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BRAINSTORM

CONCEPT

IDEA



The logo for the Nebraska Association of School Boards (NASB) is located in the upper left. It features the acronym "NASB" in a large, bold, white serif font. Below it, the full name "Nebraska Association of SCHOOL BOARDS" is written in a smaller, white, sans-serif font. The text is overlaid on a large, bright yellow circle that represents a sun. To the left of the sun are several thick, black vertical lines that extend from the top of the page down to a dark red horizontal band.

2025 AREA MEMBERSHIP MEETINGS

Leadership - Training - Recognition - Networking - Vision

Valentine - Gering - Kearney - York - Norfolk - North Platte - Omaha - Nebraska City - Fremont

www.NASBonline.org

2025 REGISTRATION

REGISTER NOW FOR THE MEETING NEAREST YOU

Tuesday, August 19	Valentine	Register by Aug 13
Wednesday, August 20	Gering	Register by Aug 13
Thursday, August 21	Kearney	Register by Aug 13
Tuesday, August 26	York	Register by Aug 21
Wednesday, August 27	Norfolk	Register by Aug 21
Wednesday, September 3	North Platte	Register by Aug 28
Tuesday, September 9	Omaha	Register by Sept 4
Wednesday, September 10	Nebraska City	Register by Sept 4
Wednesday, September 24	Fremont	Register by Sept 18

TO REGISTER

Go to www.NASBonline.org, and log in using your email and password. If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance.

Registration fees for each meeting and dinner are as follows:

NASB Member Registration	\$89
Cancellation Fee	\$25

No refunds after the registration deadlines.

2025 AGENDA

- 4:30 PM - REGISTRATION, NETWORKING & EXHIBITORS
- 5:00 PM - OPENING SESSION
- 5:10 PM - LEGISLATIVE UPDATE
- 5:35 PM - BREAK & EXHIBITORS
- 5:50 PM - TRAINING SESSIONS #1
- 6:30 PM - BREAK & EXHIBITORS
- 6:45 PM - TRAINING SESSIONS #2
- 7:25 PM - NETWORKING DINNER & AWARDS/RECOGNITION

15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING



2025 SESSION BREAKDOWN

5:00 PM - WELCOME & OPENING SESSION

JOHN SPATZ, NASB EXECUTIVE DIRECTOR AND MEMBERS OF THE NASB BOARD OF DIRECTORS


5:10 PM - LEGISLATIVE UPDATE


WHAT THEY ATE, WHAT GOT COLD, AND WHAT'S STILL ON THE TABLE

COLBY COASH, NASB ASSOCIATE EXECUTIVE DIRECTOR AND DIRECTOR OF GOVERNMENT RELATIONS


5:50 PM - TRAINING SESSIONS 1

BRAIN SCIENCE – FEAR AND ANXIETY VS EXECUTIVE FUNCTION ... The mental health of students and staff has taken center stage in recent years, especially as social media and other external influences increasingly affect brain development. This session will explore the neuroscience behind fear and anxiety and how they interact with executive function – the brain's ability to manage emotions, focus attention, and make decisions. We will discuss how toxic stress impacts brain development and how we can develop more resilient school districts, school buildings, classrooms, and students. - *John Spatz, Executive Director*

 **WHAT'S NEW WITH SPARQ DATA SOLUTIONS?** ... Learn about our newest product, Sparq Online Publishing. We will walk you through the functionality and how this new application will increase visibility, improve your ability to update your policies quickly and efficiently, and streamline how you receive updates from NASB. Additionally, we will walk through changes and updates to our Sparq Negotiations and Meetings platforms. - *Darion Miller & Nicole Kobus, Sparq Data Solutions*

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6:45 PM - TRAINING SESSIONS 2

 **WHAT MAKES POOLING UNIQUE AND BENEFICIAL FOR SCHOOLS?** ... If you're new to your district, new to serving on the school board, or your district is new to ALICAP, this session is perfect for you! We will cover how being a member owner of a pool is exceptional, but also fiscally savvy, for your public school. Public entities are allowed to self-insure, and ALICAP is a prime example of that permission. Come listen to how pooling works best for you and how your school can maximize membership. - *Megan Boldt, Associate Executive Director, Director of ALICAP/Insurance*

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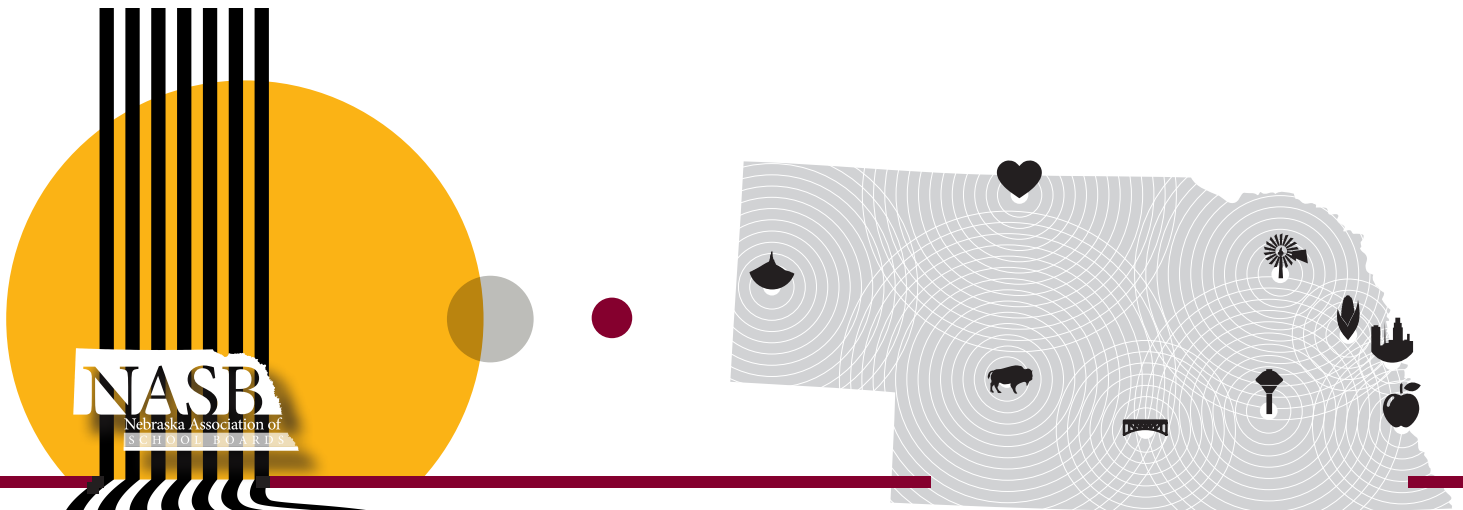
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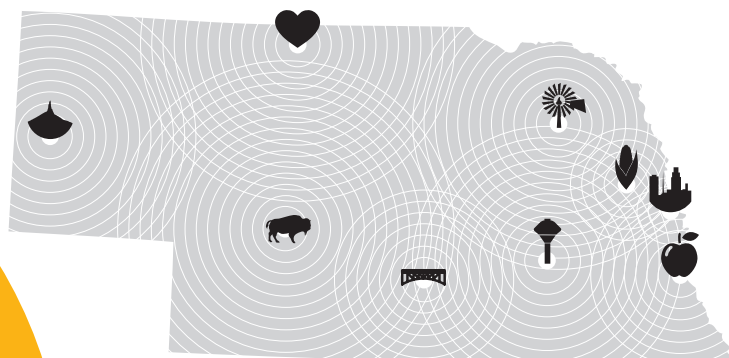
RETURN SERVICE REQUESTED



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NASB
Nebraska Association of
SCHOOL BOARDS

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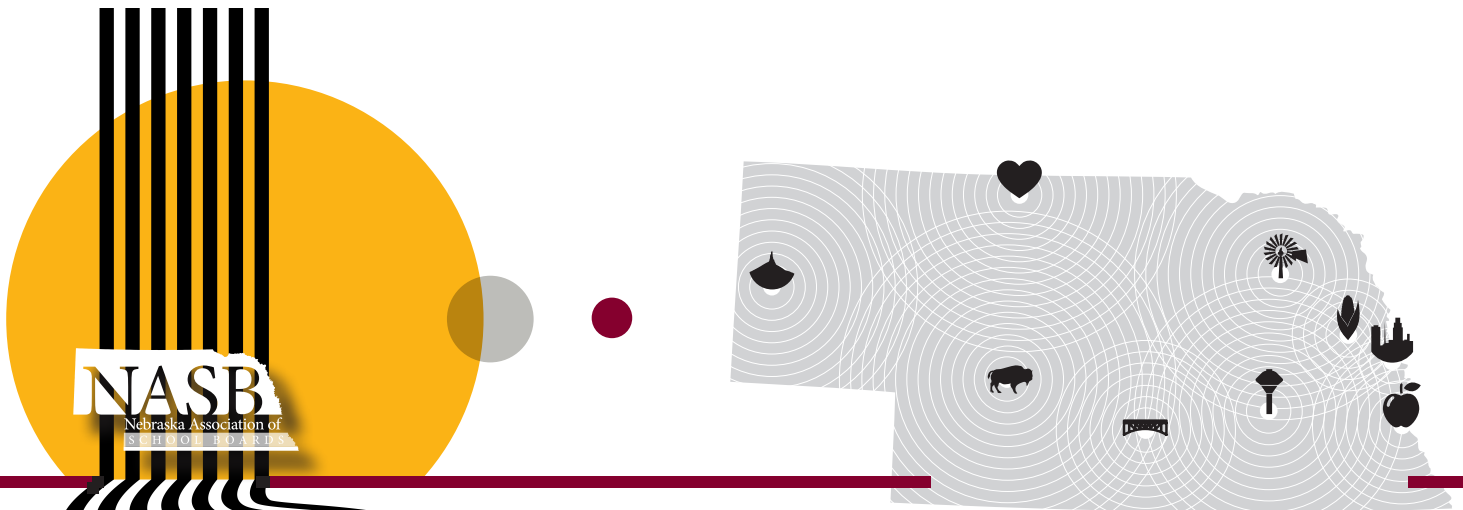
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**RESOLUTION OF THE BOARD OF EDUCATION TO
INCREASE BASE GROWTH PERCENTAGE TO
DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Johnson County School District 49-0050**, commonly known as **Johnson County Central Public Schools** (the "School District"), is planning the School District's annual budget for the 2024–2025 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to 7%.

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2024–2025 budget in an amount of 7%.

Said Resolution was adopted by the Board of Education by a vote of 5 to 0 on the 10th day of June, 2024.



President of the Board of Education

ATTEST:



Secretary of the Board of Education

2025/26 BUDGET AUTHORITY AND ALLOWABLE RESERVE PERCENTAGE CERTIFICATION

COUNTY: JOHNSON
COUNTY-DISTRICT NUMBER: 49-0050-000
DISTRICT NAME: JOHNSON CO CENTRAL PUBLIC SCHS

Certified Budget Authority	\$9,004,535	Budget Based
Allowable Reserve Percentage	35 %	
Access to Prior Year's Unused Budget Authority	\$175,698	

Certified Budget Authority:

Certified Budget Authority is calculated three ways. The greater of the Budget Based Calculation, the Student Growth Adjustment Calculation, or the Formula Needs Calculation becomes a district's Certified Budget Authority.

Budget Based Calculation: $((GFBE - SGF - SPED - GFLE) \times 1.025)$

Student Growth Adjustment Calculation: $((GFBE - SGF - SPED - GFLE) + (SGA +/- SGACORR))$

Formula Needs Calculation: $((FN \times 1.10) - (SPED \times 1.025))$

		Data Source
GFBE	2024/25 General Fund Budget	2024/25 LC-2 Line B-100
SGF	2024/25 Special Grant Funds	2024/25 LC-2 Line B-110
SPED	2024/25 Special Education Budget	2024/25 LC-2 Line B-120
GFLE	2024/25 General Fund Lid Exclusions (Schedule A)	2024/25 LC-2 Line B-130
SGA	2025/26 Student Growth Adjustment	2025/26 State Aid
SGACORR	2025/26 Student Growth Correction	2025/26 State Aid
FN	2025/26 Formula Needs	2025/26 State Aid

2025/26 Basic Allowable Growth Rate (BAGR) is 2.5%.

Access to Prior Year's Unused Budget Authority:

This amount is equal to the lesser of 2% of 2024/25 adjusted expenditures (2% of LC-2 Line B-140) or 2024/25 Total Unused Budget Authority (LC-2 Line B-175) *if the district has Unused Budget Authority available.*

Please Note: *To access this additional budget growth, the amount must be manually entered on Line A-355 of the 2025/26 LC-2.*

For further information on how this data was calculated, see the "Budget Text" document available here www.education.ne.gov/fos/budgeting-school-district. For questions, contact School Finance at (402) 540-0649 or (402) 450-1418.

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES

2025/26 PROPERTY TAX REQUEST AUTHORITY CERTIFICATION

JOHNSON CO CENTRAL PUBLIC SCHS (49-0050-000)

Total Certified Property Tax Request Authority	\$9,178,293
Additional Base Growth % Allowed with Board Approval	6 %
Additional Property Tax Request Authority Allowed with Board Approval	\$646,431
Maximum Certified Property Tax Request Authority Including Board Approved Amount	\$9,824,724

SECTION A TOTAL BASE REVENUE CALCULATION

2024/25 Property Tax	\$8,571,525
2022/23 Other Non-Property Tax	\$535,813
2023/24 SPED	\$849,183
2024/25 TEEOSA	\$817,336
TOTAL BASE REVENUE CALCULATION	\$10,773,857

SECTION B TOTAL BASE GROWTH PERCENTAGE

Base Growth	3.0000 %
Membership Growth	0.0000 %
LEP Growth	0.0313 %
Poverty Growth	0.0000 %
TOTAL BASE GROWTH RATE PERCENTAGE	3.0313 %

SECTION C TOTAL CALCULATED REVENUE CAP FOR 2025/26

(Section A Total x Section B Total)

TOTAL REVENUE CAP \$11,100,445

SECTION D TOTAL PROPERTY TAX REQUEST AUTHORITY FOR 2025/26

(Section C Total Revenue Cap minus sum of items listed in this section)

2023/24 Other Non-Property Tax (minus)	\$545,143
2024/25 SPED (minus)	\$888,933
2025/26 TEEOSA (minus)	\$783,924
2024/25 Unused Property Tax Authority (add)	\$295,848

TOTAL CERTIFIED PROPERTY TAX REQUEST AUTHORITY \$9,178,293

SECTIONS E - G ADDITIONAL BOARD APPROVAL INFORMATION

Additional Base Growth % Allowed with Board Approval	6 %
Additional Property Tax Authority Allowed with Board Approval	\$646,431

ALMAXIMUM CERTIFIED PROPERTY TAX REQUEST AUTHORITY INCLUDING BOARD APPROVED \$9,824,724

Some numbers may be rounded for presentation. For program contacts and additional information on how data was calculated visit www.education.ne.gov/fos/budgeting-school-district/property-tax-authority

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2025/26 STATE AID CERTIFICATION

JOHNSON CO CENTRAL PUBLIC SCHS (49-0050-000)

FORMULA STUDENTS CALCULATION

(Fall Membership	ADM/FM Ratio)	+	Contracted Out	=	Formula Students
(462	1.0023937639)	+	0	=	463.11
KDG Adjustment	(0 students	x .5)		times ADM Factor	=	0.00
Early Childhood (003)	(4 students	x 507.5 hours / 1,032 hours		x .6)	=	1.18
Early Childhood (003)	(19 students	x 1,032.0 hours / 1,032 hours		x .6)	=	11.40
Total Formula Students						475.69

FORMULA NEEDS CALCULATION

Basic Funding	6,954,787
Poverty Allowance	297,482
Limited English Proficiency Allowance	91,934
Focus School & Program Allowance	0
Summer School Allowance	0
Special Receipts Allowance	872,335
Transportation Allowance	303,024
Elementary Site Allowance	0
Distance Education & Telecommunications Allowance	20,313
Averaging Adjustment	0
New School Adjustment	0
Student Growth Adjustment	0
Community Achievement Plan Adjustment	0
Limited English Proficiency Allowance Correction	0
Student Growth Adjustment Correction	0
Poverty Allowance Correction	0
Non Qualified LEP Adjustment	0
Total Calculated Formula Needs	8,539,875
Formula Needs Stabilization	0
Total Formula Needs	8,539,875

FORMULA RESOURCES CALCULATION

Yield From Local Effort Rate	918,897,131 / 100 x 1.0000000000	9,188,971
Net Option Funding		0
Allocated Income Tax Funds		78,723
Other Actual Receipts		1,376,710
Community Achievement Plan Aid		0
Foundation Aid Included in Resources		428,118
Total Formula Resources		11,072,522

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-0687 or (402) 471-4320.

Note: Due to missing Federal Poverty data for the 2024/25 school year, State Aid was calculated using 2023/24 numbers

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2025/26 STATE AID CERTIFICATION

JOHNSON CO CENTRAL PUBLIC SCHS (49-0050-000)

STATE AID CALCULATION

Equalization Aid	0
Net Option Funding	0
Allocated Income Tax Funds	78,723
Community Achievement Plan Aid	0
Foundation Aid Included in Resources	428,118
Foundation Aid Outside of Resources	285,412
Total State Aid Calculated	792,253
Prior Year (2024/25) State Aid Correction	(8,329)
Total State Aid	783,924
Carryover Adjustment from years prior to 2025/26	0

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-0687 or (402) 471-4320.

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Johnson County Central Proposed 2025-2026 Meal Prices

Breakfast - \$2.35 (reduced price \$0.30)
PK-5 Lunch - \$3.60 (reduced price \$0.40)
6-12 Lunch - \$3.60 (reduced price \$0.40)
Student a la Carte - \$2.10
Milk - \$0.55
Juice - \$0.60

*All meal prices increase by \$0.10.

*All milk/juice prices increase by \$0.05.

School districts are expected to increase prices toward the state average which is \$4.00/lunch. However, increases are not mandatory. Increases can be in five or ten cent increments. Ten cents is the maximum.

Pan-O-Gold Baking Co.

2025-2026

8/1/2025 thru 7/31/2026

School: Johnson County Central Public Schools

AVAILABLE 51% WHOLE GRAIN PRODUCTS

Product Code	Description	Package Description	Servings Per Pack (Usable)	Grams per Serving	Grain Bread Equivalents	Whole Grain per Serving	Sodium per Serving	Cost Per Piece	Cost Per Pack
10	VH White Sandwich Bread	20 oz Loaf	20	26g	0		125mg	\$0.1675	\$3.35
325	51% Whole Grain Round Top Bread	24 oz Loaf	22	28g	1	9g	105mg	\$0.1573	\$3.46
538	51% 4" Whole Grain Hamb Bun(STC and SP only)	Bulk Pack	60	57g	2	17g	210mg	\$0.2063	\$12.38
706	51% 3 1/2" Whole Grain Hamb Bun	Bulk Pack	60	42g	1.5	13g	160mg	\$0.2063	\$12.38
5150	51% 6" Whole Grain Steak Bun	Bulk Pack	24	71g	2.5	21g	260mg	\$0.2333	\$5.60
5152	51% Whole Grain Dinner Roll (Tea Biscuit)	Package	12	28g	1	9g	110mg	\$0.2942	\$3.53
5154	51% 6" Whole Grain Cluster Hotdog Bun	Package	12	57g	2	17g	210mg	\$0.2992	\$3.59

This bid is to deliver / drop all orders at the 407 N 1st St, Cook, NE 68329 location.

We would be able to deliver once per week, either Mondays or Thursdays. Up to twice per week depending upon volume of orders.

Thank you,
 -Dan Wright
 Division Sales Manager
 Lincoln, NE
 605-381-1394
dwright@panogold.com

*Customers are expected to use Pan-O-Gold Baking Co. EZ Cloud ordering system for ordering

Deliver - Mon or Thurs.
 ↳ TO COOK only - Tec / COOK invoiced Separately

online ordering.
 Mon deliver - due 11am Wed before
 Thur deliver - due 5pm Sun before



July 8, 2025

Jon H Rother
Johnson County Central Public Schools
PO Box 338
Tecumseh, NE 68450
jon.rother@jccentral.org

RE: Bread Pricing 2025-2026 School Year

Dear Mr. Jon Rother,

Enclosed is Bimbo Bakeries' bid on bread products for the 2025-2026 school year. The products listed below are manufactured in the U.S. and made with over 51% USA sourced ingredients.

Deliveries will be once a week. Orders should be placed 7 days in advance. To reduce the possibility of cuts to your order, please order by the full tray. Product will have at least 7 days of guaranteed freshness as our whole grain products now have a fresh for longer formula providing them with 21 days of shelf life from time of manufacture.

Item No.	UPC	Description	Price	Tray Count
3087	72945-70544	Sara Lee White with Whole Grains 20oz	\$3.19	10
3239	71673-01212	Food Service Whole Grains Bread 24oz	\$3.19	10
3447	78700-80021	Food Service Whole Grains Hamburger Buns 12 ct	\$3.45	5
4259	78700-80031	Food Service Whole Grain Sub Rolls 6 ct	\$2.10	5
4266	78700-80070	Food Service Whole Grains Hot Dog Buns 16 ct	\$4.60	5
5662	78700-41041	Food Service White Hamburger Bun 12 count	\$3.45	5
6619	78700-80096	Food Service Whole Grain Dinner Rolls 12 ct	\$2.10	6

Please let me know if you have any questions.

Sincerely,

Rosalie Szabo, Food Service Bid Manager
Bimbo Bakeries USA
800 N. King Street, Suite 304 #2516
Wilmington DE 19801
Rosalie.szabo@grupobimbo.com
BBUFSBids@grupobimbo.com

PZ 7941

Nutritional Label

Item 3087

72945-70544 MAIN 1

SARA LEE WHITE made with WHOLE GRAIN BREAD, 20 SL, 20 OZ

Nutrition Facts

10 Servings Per Container

Serving Size

2 slices (57g)

Calories

per serving
140

per 1 slice
70

	per serving		per 1 slice	
		% DV*		% DV*
Total Fat	1.5g	2%	1g	1%
Saturated Fat	0g	0%	0g	0%
<i>Trans</i> Fat	0g		0g	
Polyunsaturated Fat	0.5g		0g	
Monounsaturated Fat	0g		0g	
Cholesterol	0mg	0%	0mg	0%
Sodium	290mg	13%	140mg	6%
Total Carbohydrate	26g	9%	13g	5%
Dietary Fiber	3g	11%	2g	7%
Total Sugars	3g		1g	
Includes Added Sugars	2g	4%	1g	2%
Protein	5g		3g	
Vitamin D	1.2mcg	6%	0.6mcg	2%
Calcium	300mg	25%	150mg	10%
Iron	1.4mg	8%	0.7mg	4%
Potassium	80mg	0%	35mg	0%
Thiamin	0.2mg	15%	0.1mg	8%
Riboflavin	0.1mg	8%	0.1mg	4%
Niacin	1.6mg	10%	0.8mg	4%
Folate DFE (folic acid)	70mcg (30mcg)	15%	35mcg (15mcg)	8%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, WHOLE WHEAT FLOUR, SUGAR, YEAST, WHEAT GLUTEN, CELLULOSE FIBER, CALCIUM SULFATE, SALT, VEGETABLE OIL (SOYBEAN), PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), SOY FLOUR, MONOGLYCERIDES, DATEM, SOY LECITHIN, CITRIC ACID, VITAMIN D3, GRAIN VINEGAR, MONOCALCIUM PHOSPHATE, OAT FIBER, SESAME SEEDS.

Nutritional Label

72945-70544 MAIN 1

SARA LEE WHITE made with WHOLE GRAIN BREAD, 20 SL, 20 OZ

CONTAINS WHEAT, SOY, SESAME.

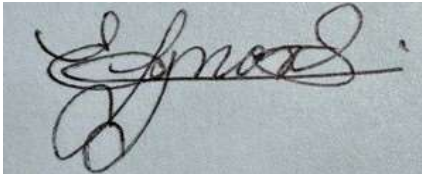
MADE IN A BAKERY THAT MAY ALSO USE MILK, EGG, TREE NUTS.

R23-291-202308

NET WT 1 LB 4 OZ (567g) / PACKAGE CODE: SLEU05-70544-14 (NU) / -58 (UB)

- Serving Size: 57g
- Total Weight of Creditable Grains Ingredients / Serving (g): 28g
- Total Weight Whole Grain Ingredients / Serving (g): 9g
- Does This Product Meet Whole Grain Rich Criteria? NO
- Does This Product Contain Non-Creditable Grains? YES
If Yes, Percent of total non-creditable grains: 0.2%
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 1.75

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 03/01/2024



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

Nutritional Label

71673-01212 FDSV 1 Item 3239

FOOD SERVICE MADE WITH WHOLE GRAIN WHITE BREAD, 22 SLICES, 24 OZ

Nutrition Facts	Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*	* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.
22 Servings Per Container Serving Size 1 slice (31g) Calories 80 per serving	Total Fat 1g	1%	Sodium 100mg	4%	
	Saturated Fat 0g	0%	Total Carbohydrate 14g	5%	
	<i>Trans</i> Fat 0g		Dietary Fiber 1g	4%	
	Polyunsaturated Fat 0g		Total Sugars 2g		
	Monounsaturated Fat 0g		Includes 1g Added Sugars	2%	
	Cholesterol 0mg	0%	Protein 3g		
	Vitamin D 0mcg 0% • Calcium 35mg 2% • Iron 0.8mg 4% • Potassium 50mg 0%				

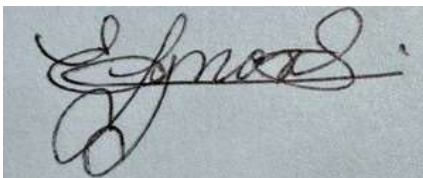
INGREDIENTS: WHOLE WHITE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, MONOGLYCERIDES, CALCIUM SULFATE, SOY LECITHIN, GRAIN VINEGAR.

CONTAINS WHEAT, SOY.
MADE IN A BAKERY THAT MAY ALSO USE MILK, SESAME.

R24-005-202697 / NET WT 1 LB 8 OZ (680g) / FDEU05-01212-13

- Serving Size: 31g
- Total Weight of Creditable Grains Ingredients / Serving (g): 16g
- Total Weight Whole Grain Ingredients / Serving (g): 8g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? NO
If Yes, Percent of total non-creditable grains: %
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 1

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 01/10/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Nutritional Label

78700-80021 FDSV 1 Item 3447

FOOD SERVICE MADE WITH WHOLE GRAIN HAMBURGER BUNS, 12 CT, 26 OZ

Nutrition Facts	Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*
	12 Servings Per Container Serving Size 1 bun (61g) Calories 170 per serving	Total Fat 2g	3%	Sodium 190mg
	Saturated Fat 0.5g	3%	Total Carbohydrate 30g	11%
	<i>Trans</i> Fat 0g		Dietary Fiber 3g	11%
	Polyunsaturated Fat 1g		Total Sugars 5g	
	Monounsaturated Fat 0g		Includes 4g Added Sugars	8%
	Cholesterol 0mg	0%	Protein 7g	
Vitamin D 1mcg 4% • Calcium 140mg 10% • Iron 1.5mg 8% Potassium 100mg 2%				

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

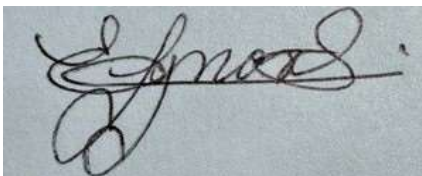
INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, CALCIUM SULFATE, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, GRAIN VINEGAR, CELLULOSE GUM, MONOGLYCERIDES, CITRIC ACID, CORN FLOUR, SPICE & COLORING, POTASSIUM IODATE, VITAMIN D3, SOY LECITHIN, SESAME SEEDS.

**CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.**

R24-230-203012 / NET WT 1 LB 10 OZ (737g) / FDEU05-80021-25

- Serving Size: 61g
- Total Weight of Creditable Grains Ingredients / Serving (g): 32g
- Total Weight Whole Grain Ingredients / Serving (g): 18g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
 - If Yes, Percent of total non-creditable grains: 0.04%
 - [If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 9/6/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Nutritional Label

78700-80021 FDSV 1 Item 3447

FOOD SERVICE MADE WITH WHOLE GRAIN HAMBURGER BUNS, 12 CT, 26 OZ

Nutrition Facts	Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*
	12 Servings Per Container Serving Size 1 bun (61g) Calories 170 per serving	Total Fat 2g	3%	Sodium 190mg
	Saturated Fat 0.5g	3%	Total Carbohydrate 30g	11%
	<i>Trans</i> Fat 0g		Dietary Fiber 3g	11%
	Polyunsaturated Fat 1g		Total Sugars 5g	
	Monounsaturated Fat 0g		Includes 4g Added Sugars	8%
	Cholesterol 0mg	0%	Protein 7g	
Vitamin D 1mcg 4% • Calcium 140mg 10% • Iron 1.5mg 8% Potassium 100mg 2%				

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

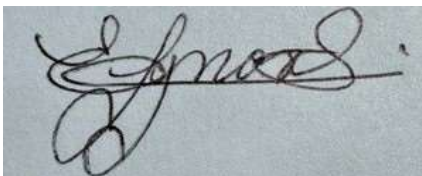
INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, CALCIUM SULFATE, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, GRAIN VINEGAR, CELLULOSE GUM, MONOGLYCERIDES, CITRIC ACID, CORN FLOUR, SPICE & COLORING, POTASSIUM IODATE, VITAMIN D3, SOY LECITHIN, SESAME SEEDS.

CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R24-230-203012 / NET WT 1 LB 10 OZ (737g) / FDEU05-80021-25

- Serving Size: 61g
- Total Weight of Creditable Grains Ingredients / Serving (g): 32g
- Total Weight Whole Grain Ingredients / Serving (g): 18g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
 If Yes, Percent of total non-creditable grains: 0.04%
 [If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 9/6/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Nutritional Label

78700-80031 BBH 1

Item 4259

FOODSERVICE MADE WITH WHOLE GRAIN DELI ROLLS 6 CT 16 OZ

Nutrition Facts

6 Servings Per Container
Serving Size
1 roll (76g)

Calories 210
per serving

Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*
Total Fat 3g	4%	Sodium 240mg	10%
Saturated Fat 0.5g	3%	Total Carbohydrate 37g	13%
<i>Trans</i> Fat 0g		Dietary Fiber 4g	14%
Polyunsaturated Fat 1.5g		Total Sugars 6g	
Monounsaturated Fat 0.5g		Includes 5g Added Sugars	10%
Cholesterol 0mg	0%	Protein 8g	

Vitamin D 1.2mcg 6% • Calcium 180mg 15% • Iron 1.9mg 10%
Potassium 120mg 2%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

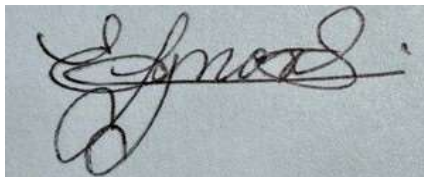
INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, CALCIUM SULFATE, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, GRAIN VINEGAR, CELLULOSE GUM, MONOGLYCERIDES, CITRIC ACID, CORN FLOUR, SPICE & COLORING, POTASSIUM IODATE, VITAMIN D3, SOY LECITHIN, SESAME SEEDS.

CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R24-230-203012 / NET WT 1 LB (454g) / PACKAGE CODE: FDEU05-80031-28

- Serving Size: 76g
- Total Weight of Creditable Grains Ingredients / Serving (g): 40g
- Total Weight Whole Grain Ingredients / Serving (g): 22g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
If Yes, Percent of total non-creditable grains: 0.04%
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2.5

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 10/10/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Nutritional Label

78700-80070 FDSV 1 Item 4266

FOODSERVICE MADE WITH WHOLE GRAIN HOT DOG BUNS 16 CT 34.4 OZ

Nutrition Facts	Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*	* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.
16 Servings Per Container Serving Size 1 bun (61g) Calories 170 per serving	Total Fat 2g	3%	Sodium 190mg	8%	
	Saturated Fat 0.5g	3%	Total Carbohydrate 30g	11%	
	<i>Trans</i> Fat 0g		Dietary Fiber 3g	11%	
	Polyunsaturated Fat 1g		Total Sugars 5g		
	Monounsaturated Fat 0g		Includes 4g Added Sugars	8%	
	Cholesterol 0mg	0%	Protein 7g		
	Vitamin D 1mcg 4% • Calcium 140mg 10% • Iron 1.5mg 8%				
	Potassium 100mg 2%				

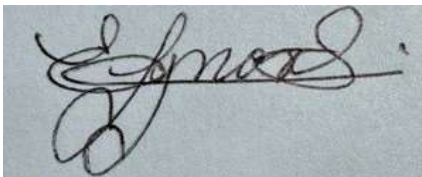
INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, CALCIUM SULFATE, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, GRAIN VINEGAR, CELLULOSE GUM, MONOGLYCERIDES, CITRIC ACID, CORN FLOUR, SPICE & COLORING, POTASSIUM IODATE, VITAMIN D3, SOY LECITHIN, SESAME SEEDS.

CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R24-230-203012 / NET WT 2 LBS 2.4 OZ (975g) / FDEU05-80070-25

- Serving Size: 61g
- Total Weight of Creditable Grains Ingredients / Serving (g): 32g
- Total Weight Whole Grain Ingredients / Serving (g): 18g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
If Yes, Percent of total non-creditable grains: 0.04%
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 9/6/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Nutritional Label
78700-41041 FDSV 1 Item 5662
FOOD SERVICE WHITE HAMBURGER BUNS, 12 CT, 24 OZ

Nutrition Facts	Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*
	Total Fat 1.5g		2%	Sodium 260mg
Saturated Fat 0g		0%	Total Carbohydrate 30g	11%
<i>Trans</i> Fat 0g			Dietary Fiber 2g	7%
Polyunsaturated Fat 0.5g			Total Sugars 4g	
Monounsaturated Fat 0g			Includes 3g Added Sugars	6%
Cholesterol 0mg		0%	Protein 5g	
Vitamin D 0mcg 0% • Calcium 45mg 4% • Iron 1.7mg 10% • Potassium 50mg 0% Thiamin 0.24mg 20% • Riboflavin 0.17mg 15% • Niacin 2.2mg 15% Folate 110mcg DFE 25% (60mcg folic acid)				

12 Servings Per Container
Serving Size
 1 bun (57g)

Calories **160**
 per serving

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

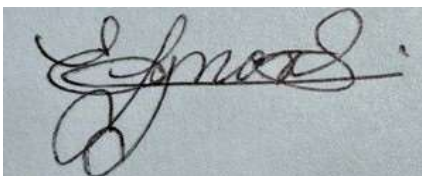
INGREDIENTS: ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, SUGAR, YEAST, VEGETABLE OIL (SOYBEAN), WHEAT GLUTEN, SALT, MONOGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, GRAIN VINEGAR, CITRIC ACID, POTASSIUM IODATE, MONOCALCIUM PHOSPHATE, SOY LECITHIN, SESAME SEEDS.

CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R22-111-201132 / NET WT 1 LB 8 OZ (680g) / FDEU05-41041-23

- Serving Size: 57g
- Total Weight of Creditable Grains Ingredients / Serving (g): 34g
- Total Weight Whole Grain Ingredients / Serving (g): 0g
- Does This Product Meet Whole Grain Rich Criteria? NO
- Does This Product Contain Non-Creditable Grains? NO
 If Yes, Percent of total non-creditable grains: %
 [If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 6/5/25



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

Nutritional Label

78700-80096 MAIN 1

Item 6619

FOOD SERVICE MADE WITH WHOLE GRAIN DINNER ROLLS, 12 CT, 17 OZ

Nutrition Facts

12 Servings Per Container
Serving Size
1 roll (40g)

Calories 110
per serving

Amount Per Serving	% Daily Value*	Amount Per Serving	% Daily Value*
Total Fat 1.5g	2%	Sodium 125mg	5%
Saturated Fat 0g	0%	Total Carbohydrate 20g	7%
<i>Trans</i> Fat 0g		Dietary Fiber 2g	7%
Polyunsaturated Fat 0.5g		Total Sugars 3g	
Monounsaturated Fat 0g		Includes 3g Added Sugars	6%
Cholesterol 0mg	0%	Protein 4g	

Vitamin D 0.6mcg 4% • Calcium 90mg 8% • Iron 1mg 6% • Potassium 60mg 0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

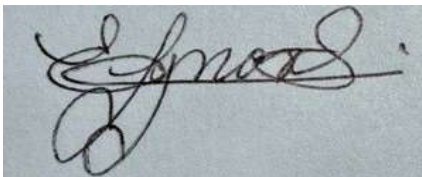
INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, WHEAT GLUTEN, YEAST, VEGETABLE OIL (SOYBEAN), SALT, CALCIUM SULFATE, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), DATEM, GRAIN VINEGAR, CELLULOSE GUM, MONOGLYCERIDES, CITRIC ACID, CORN FLOUR, SPICE & COLORING, POTASSIUM IODATE, VITAMIN D3, SOY LECITHIN, SESAME SEEDS.

CONTAINS WHEAT, SOY, SESAME.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R24-005-203012 / NET WT 1 LB 1 OZ (482g) / PACKAGE CODE: FDEU05-80096-23

- Serving Size: 40g
- Total Weight of Creditable Grains Ingredients / Serving (g): 21g
- Total Weight Whole Grain Ingredients / Serving (g): 11g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
If Yes, Percent of total non-creditable grains: 0.04%
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 1.25

Name of company representative authorizing that the information provided is true and correct: Elynor Saenz Negrete



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director Regulatory Affairs

Email Address: elynor.saenz@grupobimbo.com

Date: 01/10/2024



Bimbo Bakeries USA, 355 Business Center Dr., Horsham, PA 19044

Gottula Propane Service, Inc.
P.O. Box 128, 335 Main Street
Elk Creek, NE 68348
402-877-2615 800-333-2615

July 7, 2025

Johnson County Central Public Schools
ATTN: Mr. Jon H Rother
P.O. Box 338
Tecumseh, NE 68450

Delivery site: 407 1st Street, Cook, NE 68329

RE: PROPANE BIDS

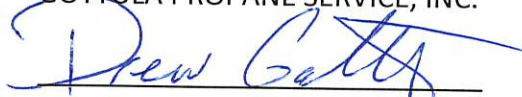
We would submit a bid of \$1.35 per gallon for propane delivered to your school in Cook.

The 5,000 gallon variance plus would be delivered at \$1.35 per gallon and payable the next regular board meeting following the purchase. The gallons left from the original contract of 35,000 gallons will be credited back June 30, 2026 minus \$0.20 per gallon penalty.

Thank You for asking us to submit a bid for your propane needs.

Sincerely,

GOTTULA PROPANE SERVICE, INC.

A handwritten signature in blue ink that reads "Drew Gottula". The signature is written over a horizontal line.

Donald W. Gottula, President.

Drew Gottula, Manager



Johnson County Central Public Schools

358 N 6TH ST, PO BOX 338, TECUMSEH, NE 68450

407 N 1ST ST, PO BOX 255, COOK, NE 68329

JON ROTHER
SUPERINTENDENT/PK-3 PRINCIPAL
402-335-3320

RICK LESTER
HIGH SCHOOL PRINCIPAL
402-335-3328

JUSTIN DAMME
MIDDLE SCHOOL PRINCIPAL
402-864-4181

June 17, 2025

To: Frontier
3333 Landmark Cir
Lincoln, NE 68504

Johnson County Central Public School is requesting bids for propane at the Cook, Nebraska attendance center for the 2025-2026 school year. We are requesting bids on 35,000 gallons plus or minus 5,000 gallons. If you are interested in providing a bid, we would like you to specify if you will reimburse the school district for any unused propane in addition to the 5,000-gallon variance. Payment for the 35,000 will be paid after the September 2025 Board of Education Meeting.

If you have questions, please call Jon Rother at 402-335-3320 or email jon.rother@jccentral.org

We are requesting bids be submitted by July 7, 2025, as our Board of Education meeting will be conducted on July 9, 2025 Please submit bids to:

Johnson County Central Public Schools
Attn: Jon H. Rother
P.O. Box 338
Tecumseh, NE 68450
or email: jon.rother@jccentral.org

Sincerely,

Laurie L. Badertscher
Bookkeeper
Johnson County Central Public Schools



Laurie Badertscher <laurie.badertscher@jccentral.org>

Johnson County Central Public Schools

4 messages

Laurie Badertscher <laurie.badertscher@jccentral.org>
To: katie.fair@frontiercooperative.com

Tue, Jul 8, 2025 at 9:33 AM

Hi Katie- I spoke with you on Tuesday, June 24th regarding a propane bid proposal for Johnson County Central Public Schools. I emailed you the bid letter on that date as well. As of today July 8, 2025 we have not received a proposal from your company. I just wanted to make sure I did not miss something.

Please let me know when you get a chance if you did submit a bid and we have just not received it or perhaps it went to Mr. Rother. I look forward to hearing from you.

Thank you Katie

Laurie

--

Laurie L. Badertscher

Bookkeeper | Johnson County Central Public Schools

Ph: 402-335-3330 | Email: laurie.badertscher@jccentral.org

Katie Fair <Katie.Fair@frontiercooperative.com>

Tue, Jul 8, 2025 at 11:17 AM

To: Laurie Badertscher <laurie.badertscher@jccentral.org>, Paul Searle <Paul.Searle@frontiercooperative.com>

Paul can you please get a bid over for this.
Thank you

Katie Fair
Energy Logistics Manager

On Jul 8, 2025, at 9:35 AM, Laurie Badertscher <laurie.badertscher@jccentral.org> wrote:

[Quoted text hidden]

Disclaimer

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Katie Fair <Katie.Fair@frontiercooperative.com>
To: Laurie Badertscher <laurie.badertscher@jccentral.org>

Tue, Jul 8, 2025 at 11:17 AM

Bulk propane bids are handled by the VP
Sorry I thought he took care of it right away.
I. Emailed asking him to get this done

Katie Fair
Energy Logistics Manager

On Jul 8, 2025, at 9:35 AM, Laurie Badertscher <laurie.badertscher@jccentral.org> wrote:

[Quoted text hidden]

[Quoted text hidden]

Paul Searle <Paul.Searle@frontiercooperative.com>
To: Katie Fair <Katie.Fair@frontiercooperative.com>, Laurie Badertscher <laurie.badertscher@jccentral.org>
Cc: "Jon.rother@jccentral.org" <Jon.rother@jccentral.org>

Wed, Jul 9, 2025 at 7:49 AM

Hi Laurie,

Here is the bid for you:

\$1.06 per gallon. This is based on the bid of 35,000 gallons plus or minus 5,000 gallons.

Kind regards,

Paul Searle

Vice President Energy

Frontier Cooperative

3333 Landmark Circle

Lincoln, NE 68504

402-954-0290

paul.searle@frontiercooperative.com



[Quoted text hidden]

[Quoted text hidden]

/

Nebraska Rural Community Schools Association

Invoice



Nebraska Rural Community Schools Association
440 S.13th St, Ste B
Lincoln, NE 68508

Invoice #: 1106
Date: 7/1/2025

Bill To:

Johnson Co Central Public Schs
PO Box 338
Tecumseh NE 68450

For: 2025-26 NRCSA Membership Dues

Item	Amount
<i>2025-26 NRCSA Dues Renewal</i>	<i>\$850.00</i>

Invoice Total *\$850.00*

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028
or e-mail: jbundy@nrca.net



--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --
Nebraska Rural Community Schools Association

<p><u>STATE LEGISLATIVE ADVOCACY</u> NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents/ESU Administrators and 6 Board of Education members from member schools/ESUs. Former NRCSA Presidents serve as ex officio members.</p>	<p><u>RURAL ADVOCACY</u> NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska. Other groups do a great job of representing their members, but at times cannot take a stand as they represent both very large and smaller districts. NRCSA is not necessarily tied down along those lines.</p>	<p><u>SUPERINTENDENT / PRINCIPAL SEARCHES</u> NRCSA's Superintendent and Principal Search Services are conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><u>PLANNING WORKSHOPS</u> The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><u>NATIONAL ADVOCACY</u> NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><u>DISTRICT MEETINGS</u> Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis.</p>
<p><u>COMMUNICATIONS</u> NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is www.nrcsa.net. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (www.facebook.com/nrcsahome).</p>	<p><u>SPRING CONFERENCE</u> NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><u>TEACHER SCHOLARSHIPS</u> New for this year, NRCSA provides six \$1,000 scholarship to employees of member districts/ESUs who are working to attain teacher certification either through a recognized "para to teacher" program such as offered by the state colleges or a transitional program such as offered by UNK.</p>
<p><u>DIGITAL CITIZENSHIP</u> NRCSA recently partnered with <i>a-plum creative</i> to provide an opportunity for rural districts to provide monthly digital citizenship materials to their students, parents, and staff. This is a purchased service.</p>	<p><u>US BANK ONE CARD PROGRAM</u> NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><u>NRCSA AWARDS</u> NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><u>NRCSA EXECUTIVE BOARD</u> The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><u>NRCSA SCHOLARSHIPS</u> NRCSA annually awards 20 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers. NRCSA also presents two \$2,000 Gary Fisher Scholarships to high school seniors going into the fine arts</p>	<p><u>EXCESS EQUIPMENT CLEARINGHOUSE</u> A free service to member districts and ESUs is the opportunity to post items for sale to all other members. Items such as vehicles, scoreboards, weight equipment, school furniture, and text books have been posted on behalf of members.</p>
<p><u>NEBRASKANS UNITED</u> NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><u>NEW LEAF TELE THERAPY</u> Beginning with the 2023-24 school year, NRCSA has partnered with New Leaf to provide another tool in helping to provide cost effective Mental Health teletherapy services for their staff and students.</p>	<p><u>LEADERSHIP OPPORTUNITIES</u> Each year there are over 70 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents/ESU Administrators.</p>
<p><u>EDUCATION ASSOCIATIONS COALITION</u> NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><u>NATIONAL RURAL EDUCATION ASSOCIATION</u> NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level.</p>	<p><u>RURAL TEACHER SHORTAGE</u> NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College, and Peru State College in this work.</p>

"QUALITY RURAL SCHOOLS"

Nebraska Rural Community Schools Association 440 S. 13th St, Suite B, Lincoln, NE 68508



NREA Discounted Membership (Through NRCSA) 2025-26 Membership Form

Instructions:

Complete this form if your superintendent or district wants to become a member of the National Rural Education Association (NREA). NRCSA as a state affiliate of the NREA, is able to offer members a twenty-five (25%) discount on membership to the NREA. Please complete the form entirely, and submit to the NRCSA office via, mail, e-mail, or fax.

School District Name: Johnson County Central

Address: 358 N 6th St. PO Box 338

City: Tecumseh **St:** NE **Postal Code:** NE

Phone Number: 402-335-3320 **Fax Number:** 402-335-3346

Administrator Name: Jon H. Rother

Administrator e-mail: jon.rother@jccentral.org

Type of Membership: Discounted Individual Membership (\$75.00)

There are two different membership options. The discounted individual membership allows one (1) person to join the NREA at a cost of \$75.00. The discounted school district membership allows a maximum of 7 people (board members or other staff) to join the NREA at a cost of \$300.00.

Contact 1 Name: Kim Wellensiek	Title: Board Member	e-mail: kim.wellensiek@jccentral.org
Contact 2 Name: Justin Beethe	Title: Board Member	e-mail: justin.beethe@jccentral.org
Contact 3 Name: Gail Hutt	Title: Board Member	e-mail: gail.hutt@jccentral.org
Contact 4 Name: Dan Jones	Title: Board Member	e-mail: dan.jones@jccentral.org
Contact 5 Name: Jon Schmid	Title: Board Member	e-mail: jon.schmid@jccentral.org
Contact 6 Name: Sarah Weber	Title: Board Member	e-mail: sarah.weber@jccentral.org
Contact 7 Name:	Title:	e-mail:

Please include a SEPARATE check for the membership fees payable to the NREA. Send dues and registration form to:

NRCSA
440 S. 13th St, Suite B
Lincoln, NE 68508

KAREN A. HAASE ^{NE, SD, IA, WY}
STEVE WILLIAMS ^{NE, SD}
BOBBY TRUHE ^{NE, SD}
COADY H. PRUETT ^{NE, CO, SD}



JORDAN JOHNSON ^{NE, WY, NE}
TYLER COVERDALE ^{SD}
SARA HENTO ^{NE, SD}
SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: May 28, 2025
RE: Annual Policy Updates

It's time for the 2025 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues raised by certain laws that do not necessarily require a policy change but present new obligations or things to keep in mind as you enter the 2025-26 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Please keep in mind that most approved bills go into effect three months after the legislature adjourns. This year the Unicameral is currently scheduled to adjourn sine die on June 9, so the effective date of most bills will be September 9, 2025. However, if a bill has a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law. That also means there could be some new bills approved after the release of these updates which will require us to supplement the updates. There are also a handful of bills that passed in previous sessions but go into effect for the upcoming 2025-26 school year.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Monday,**

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED

300 NORTH DAKOTA AVENUE, SUITE 609
STOUX FALLS, SOUTH DAKOTA 57104

June 2, 2025, at 9:00 a.m. Central Time. In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We will also record the webinar and post it in the KSB School Law portal in the Policy Updates section. Please contact us if you have any additional questions about the policy updates or portal.

Policy Changes

REVISION OF POLICY 1002: CREATION, AMENDMENT AND DISTRIBUTION OF POLICIES

As the list of required policies, reviews, reapprovals, and hearings grows, we eliminated the list from this policy so it did not need to change so often. Instead, we will continue to update and provide subscribers with the Annual Notices, Hearings, Reviews, and Trainings document that is released with the policy updates each year. There is no requirement to list these obligations inside of a policy.

This change is required, unless you want to continue maintaining the list of requirements in this policy.

REVISION OF POLICY 2006: COMPLAINT PROCEDURE

We made just a couple of tweaks to this policy to remove references to the Biden Administration Title IX rules, which are no longer in effect.

This change is required.

REVISION OF POLICY 3003: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, or SITE IMPROVEMENT

School districts are generally prohibited from engaging “in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by” a licensed Nebraska architect or professional engineer. However, the law provides an exception to this requirement when the “contemplated expenditures for the complete project” are below a certain dollar amount. In July 2024, the Nebraska Board of Engineers and

Architects increased this exemption from \$119,000 to \$144,000. Our recommended changes to Policy 3003 reflect this higher dollar amount for the projects that are exempt from the mandate to engage a licensed Nebraska architect or professional engineer.

This change is required.

REVISION OF POLICY 3004.1: FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS

During our regular review of policies, we noticed a citation was partially removed from Section G Allowability of Costs. This citation has been corrected.

This change is required.

REVISION OF POLICY 3023: RECORD MANAGEMENT AND RETENTION

During some federal fund audits, the auditors recommended adding a provision to this policy to address the retention of federal award records. We have added such a provision to the policy.

This change is required.

REVISION OF POLICY 3026: HANDBOOKS

We have updated this policy to reflect how changes to the handbooks operate. We've included the one sentence that was in policy 5034, and 5034 has now been eliminated. We made a few other tweaks that hopefully will clarify the handbook updating process, especially as new legal interpretations and guidance seem to be coming out daily.

Administration is permitted to make changes without board approval unless it is required by law or conflicts with a policy. Administration is also permitted to make changes (whether or not requiring board approval) and provide notice to affected individuals by just sharing the amendment and not resharing the full handbook, unless required by law. For example, if you add a new student conduct rule to the handbooks and intend for that to be used for discipline, under the Student Discipline Act the "board" would have to

approve that rule, and both students and parents must be provided notice prior to it being implemented. However, you wouldn't have to reprint or reshare the entire handbook. You could just provide the amended section or provision.

This change is required.

REVISION OF POLICY 3036: PURCHASING (CREDIT) CARD PROGRAM

This policy change eliminates an inappropriate reference to a nonexistent reimbursement.

This change is required.

REVISION OF POLICY 3043: DESIGN-BUILD CONTRACTS

One of the legal requirements for school districts using the design-build project delivery system for school construction projects is for the school district to hire a performance-criteria developer (PCD), a licensed Nebraska architect or professional engineer. For projects with a cost of \$896,000 or below, the timeframe and procedures for selecting and hiring the PCD can be shortened and simplified. The proposed revisions to this policy reflect that alternative. While updating this policy, we have also included changes in the organization of the policy and reformatting.

This change is required.

REVISION OF POLICY 3047: DATA BREACH RESPONSE

We have amended this policy in light of the PowerSchool data breach this past year. The amendment provides that the district's data directory will include a list of approved vendors and contractors to ensure that information exists in a consolidated format. Additionally, as part of the incident response plan, this policy change encourages contacting an insurance provider as part of a school district's response.

Note that the first section of this policy requires you (or your tech coordinator) to keep an updated list of computing devices, software, vendors with access to personally identifiable information and staff members'

usernames and passwords for any district software. The PowerSchool data breach is also a good reminder to be sure that this information is updated and that you know where to find it in the event of a breach.

This change is highly recommended.

REVISION OF POLICY 3057: TITLE IX

Death, taxes, and Title IX policy updates. These are the constants in life.

As many of you are aware, the Biden administration issued regulations in 2024 that necessitated updates to this policy. The updates also allowed for more streamlined investigations but expanded definitions of sex discrimination. However, a federal court vacated the 2024 updates in their entirety. The new White House has stated its belief that the regulations from 2020 are still in effect.

As a result of these changes, KSB is once again recommending a policy change.

Option 1 is a significantly pared-down version of the 2020 policy, which maintains the required substance in a simplified version. We have also improved this policy based on our five years of experience addressing Title IX complaints under the framework instituted by the previous Trump administration. We believe this policy would satisfy any requirements required by a Trump-led Office of Civil Rights.

Option 2 is a more aggressive option. This version is based on a close reading of the court decision that struck down the 2024 regulations, part of which rested on a rationale that vacating the 2024 rule would “cause a return to the status quo’ that existed for more than 50 years prior to its effective date.” KSB believes the basis for this recent decision suggests that the 2020 regulations contain similar flaws. Thus, this policy focuses on the clear mandate laid out in federal statute and court decisions that require public school districts to respond to allegations of sexual harassment in their education programs and activities promptly and in a way that is not deliberately indifferent. This option is no less rigorous in requiring schools to be responsive, but it is less detailed and proscriptive in the granular procedures dictating *how* schools respond. This option allows for maximum flexibility in investigations, in exchange for undertaking some risk that the

procedures that the school district employees may not strictly comply with a hyper-technical reading of the 2020 regulations.

We will have additional Title IX guidance and forms available on the portal based on the option your board elects to assist your Title IX team comply with your board's choice.

One of these policies is required. Please note that your handbooks must include the version of this policy that your board selects (and our handbook redlines will have a prompt for adding the policy option your board chose as you update them).

**REVISION OF POLICY 4051:
STAFF AND DISTRICT SOCIAL MEDIA USE**

The last time we reviewed this policy, X was called Twitter. In light of the changes in the social media landscape and recent court cases addressing official government accounts, it's time for some updates.

We have proposed a host of relatively small and simple tweaks, but they are important. For example, we have added more detail, differentiating between personal and school-owned accounts. We've clarified staff use of social media for instructional purposes. We address "tagging," where the school accounts are tagged or mentioned in outside posts to increase traffic to the post.

We have also updated the relevant rules for deleting comments, blocking posts and users, and banning outside users on school-owned accounts. It's important to note that this policy has always prohibited school-owned accounts from having comments "on" unless approved by the superintendent. When you enable comments, you take the bitter with the sweet. If you have not been following that part of the policy, now is a good time to review your practices and expectations for staff administering these accounts. If your practices differ from the policy, you should either change those or work with us to change the policy. There has been a lot of recent court action on the First Amendment rights of users interacting with individual school official accounts, like board members, and school-owned accounts operated by school employees.

These changes are required.

REVISION OF POLICY 4057: SUPERINTENDENT EVALUATION

We have amended this policy to eliminate the provision that required the superintendent evaluation to occur at a board meeting. You may still evaluate the superintendent at a board meeting if you wish, but now you may also conduct the evaluation with the board president and superintendent, with a committee of the board and superintendent, or any other way you deem appropriate.

Note that if your board decides to conduct the evaluation outside of a board meeting, you should review your superintendent contract, as well.

This change is highly recommended.

REVISION OF POLICY 4059: BEHAVIORAL AND MENTAL HEALTH TRAINING

We have revised this policy to remove the requirement that the training be at least one hour. Now, the length of the training is "a reasonable amount as determined by the school board." We have also added the statutory list of topics that may be covered in the training.

This change is required.

REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM - TRADITIONAL APPROACH

This policy has been revised to provide clearer procedures for the Attendance Officer to follow in responding to excessive absenteeism. The policy previously referred to external procedures that were inconsistently developed and adopted.

This change is required.

REVISION OF POLICY 5015: PROTECTION OF PUPIL RIGHTS AND POLICY 5018: PARENT INVOLVEMENT IN EDUCATION PRACTICES

During the 2024 session, the Unicameral amended sections 79-530 through 79-533 through LB 71 to give parents, guardians, and educational decisionmakers greater access to information about and involvement in educational practices. Those changes are reflected in this policy. Additionally, the current Unicameral again amended section 79-532 through LB 428 to add various requirements related to surveys administered by the school. These changes include allowing parents to obtain copies of the surveys through various methods as well as the ability to exempt their children from participating in the surveys.

This policy must be adopted by July 1, 2025. The policy must be developed with parental input from parents, guardians, and educational decisionmakers. It must be the subject of a public hearing before the school board before adoption by the board. As previously required, the policy must be reviewed annually and either altered and adopted as altered or reaffirmed by the board following a public hearing. Any public hearing must include a reasonable opportunity for public comments.

The school district must make the policy accessible on the school district's website by August 1, 2025. The policy must be accessible by a "prominently displayed" link on the website. If the policy is altered, the new version of the policy shall be made accessible within a reasonable time thereafter.

Finally, the school district must continue to comply with the PPRA survey requirements. This means schools must comply with Policy 5015 (federal law requirements) and Policy 5018 (state law requirements) when administering surveys.

This change is required.

REVISION OF POLICY 5016: STUDENT RECORDS

The introductory paragraph of this policy clarifies that "student records" generally do not include transitory communications such as emails, text messages, handwritten notes between school and home, and similar items. These types of communications are not typically maintained by the district.

Following that introduction, the policy presents three different options for the board to consider regarding what types of records the district will officially “maintain.” Recently, we have seen a noticeable increase in requests from parents asking for complete copies of their children’s student records. At the same time, the rise in digital communication has complicated decisions about whether emails and text messages should be included in those records.

To address this, we have added a consistent reminder in each of the three options regarding what it means for the district to “maintain” a record. This serves as a clarification for both parents and school officials that, regardless of which option the board selects, the general rule excluding most emails and texts from the definition of “student records” still applies.

This change is highly recommended.

REVISION OF POLICY 5031: STUDENT APPEARANCE

Section 79-2,158 requires each school district to adopt a written dress code and grooming policy to be implemented at the start of the 2025-26 school year that is consistent with the model policy developed by the State Department of Education. We’ve revised our policy to be consistent with the Department’s model policy (don’t shoot the messengers), though hopefully a bit more concise.

This change is required.

ELIMINATION OF POLICY 5034: HANDBOOKS NOW “INTENTIONALLY LEFT BLANK”

The policy has been combined into policy 3026 and is now eliminated.

This change is required.

REVIEW OF POLICY 6025: STUDENT CELL PHONE AND OTHER ELECTRONIC DEVICES

LB 140 requires schools to have policies prohibiting the use of cell phones and other electronic devices while at school or attending a "school instructional function." Of course, that term is not defined. We assume they are talking about field trips and other off-site curricular activities, not extracurricular activities.

However, the bill also allows boards and administrators to permit use of cell phones when "determined appropriate." So you "shall" have a ban but may deem any use appropriate. Consequently, we have not proposed any changes to policy 6025, because all of those options remain lawful.

As a result, we believe some schools will keep their current policy in place heading into 25-26. Here's the issue. LB 140 says, "The development of the policy shall include stakeholder participation to ensure that such policies are responsive to the unique needs and desires of students, parents, and educators in each community." It's unclear what that means if you already have a policy in place that was approved at a public meeting. The law does not require the formation of a committee or that you prospectively seek input now. It ties that input to the "development" of a policy, not any future amendment.

Here's our opinion on your options. If you solicited stakeholder feedback when developing your policy initially, or if staff, students, and parents provided input voluntarily at that time, we believe it would be lawful to simply move forward without seeking additional feedback or even reapproving the policy you have in place. For example, we know some schools conducted a stakeholder survey or invited stakeholders to board meetings if they had input when creating the policy. We believe that is sufficient to meet the requirements of LB 140.

If you did not receive stakeholder feedback initially, you have two choices. First, you could intentionally reach out for feedback in some way now, such as via survey, ad hoc working group, or to specific individuals whose input you think would be helpful. After obtaining that feedback, you could then reapprove the policy as it exists or with any amendments you see fit. We're happy to help with those. Second, you could take the slightly more aggressive approach that, because the policy was approved at a duly noticed

public board meeting with the policy on the agenda, stakeholders had an opportunity for feedback at that time. In our view, this is as much a political question as a legal one.

The bill also has 5 listed exceptions that schools must make to any restrictions on cell phone and device use. They are not required to be in the policy. Some of the exceptions we already include in our 4 policy options, such as use by a student when deemed necessary because of a disability accommodation, like a student with diabetes who uses a phone to monitor their levels.

One particular exception that could prove tricky permits students to use cell phones regardless of the strength of the school's ban in cases of "emergencies and perceived threats of danger." Of course, those terms are not defined, nor is it clear who decides what constitutes an emergency or threat. We have elected not to bring attention to this exception for fear that every student and parent will argue that the exception applies to them. You may see other policies throughout the state that list all of these exceptions, so we wanted to let you know it does exist and explain our rationale for not suggesting changes to our current policy options.

No changes required, but you must consider whether you met the requirement to obtain stakeholder input when your policy was developed.

REVISION OF POLICY 6031: EMERGENCY EXCLUSION

The policy had a discrepancy in the hearing request section. We aligned those timelines, which are already shortened to comply with the expedited hearing obligations under the emergency exclusion statute.

This change is required.

REVISION OF POLICY 6034: CONCUSSION AWARENESS

The policy requires updating to remove specific references to guidances and training that have since been updated. Review the approved trainings from DHHS and the NDE Brain Injury Support page for all updated materials.

This change is required.

NEW POLICY 6044: PARTICIPATION AND ASSIGNMENT OF ATHLETIC TEAMS

LB 89 establishes the Stand with Women Act. Originally, the bill would have required schools to designate locker rooms, bathrooms, and athletic teams based on sex as male, female, or coed. As the bill progressed, it was amended to include only requirements for designating athletic teams and limiting participation in athletics based on sex. The law defines sex in terms of reproductive organs and functions. The law also requires every school to have a policy implementing the new requirements.

There are a few other items to note. While the bill eliminated explicit provisions for bathrooms and locker rooms, it does require the policy to address the “conduct of visitors and the public.” We are not sure what that means, because there is no explanation in the bill. We assume that is a nod of deference to existing policies and practices as it relates to things like restrooms that patrons and visitors can use when on school grounds. For that reason, we have simply said all visitors and members of the public shall comply with existing policies and law.

This policy is required *if LB 89 becomes law.*

NEW POLICY 6045: BEHAVIORAL INTERVENTION

Section 79-262.01 requires school districts to develop and adopt a policy consistent with or comparable to the model policy developed by the State Department of Education. We went with “comparable to” and tried to draft a policy that won’t be too onerous compared to common and best practices we’ve seen prevalent across the state.

This policy is required.

Form Changes

Public Participation Rules for Public Comment

We've updated these rules slightly in light of some recent court decisions regarding public comment at school board meetings. However, the changes are not major. Recently, the Nebraska Attorney General's office representatives have shared informally that they believe public comment at board meetings can be limited to items on the board's agenda. We do have some concerns about that informal guidance in light of published decisions that say the opposite, but if your board is interested in exploring that limitation, give one of us a call to talk through that option.

Application for Employment

We reviewed LB 144 and determined that no changes to the employment application form are required. LB 144 revised the definition of spouse of a veteran and added language regarding the preference eligibility for the spouse of a service member. As such, we recommend reviewing the statutory standard and definition if you receive an application indicating veteran preference.

Title IX

For schools selection Option 1 for their Title IX policy, we will have updated forms and refresher training available this summer. In the meantime, if you receive a Title IX complaint prior to the start of next school year, give us a call to talk through your response options regardless of the policy you chose.

Other Issues To Consider

LB 306

Apparently, this bill has 9 lives. On May 21, it appeared dead. On May 22, it was revived. We will continue to monitor it along with any amendments. When AM1440 was discussed on May 21, only the LB 550 (religious instruction) section seemed to implicate a policy change. Even then, it said a school "may" adopt a policy. We simply don't yet know if this bill and any others amended into it will pass, or if the wording will remain the same. The

sections on funding 3 weeks of FMLA leave and restrictions on superintendent employment, for example, would not require policy changes but would require schools to consider their responses to those new provisions.

LB 390: Parent Right to Access School Library Materials

LB 390 (approved by the Governor on April 14, 2025) requires each school board of a public school district to adopt a policy relating to access by a parent, guardian, or educational decisionmaker to certain school library information. The new policy will provide parents, guardians, and educational decisionmakers the right to access a catalog of all books in the school district's library and the right to receive certain notifications when their student checks out a library book.

The deadline for adopting this policy is "for implementation at the beginning of the 2026-27 school year." We will provide you our recommended policy that complies with LB 390 with our 2026 annual updates.

LB 457: ANAPHYLAXIS POLICIES

LB 457 directs the Department of Health and Human Services, in consultation with the State Department of Education, to develop model anaphylaxis policies available for use in school districts and licensed child care programs setting forth guidelines and procedures to be followed for the prevention of anaphylaxis and during a medical emergency resulting from anaphylaxis.

On or before July 1, 2026, each school district must adopt a written policy to address incidents of anaphylaxis involving students at school. A school board may use the model policy mentioned above as a guide. The policy must not conflict with or hinder the implementation of an individualized anaphylaxis plan of a student and must be consistent with section 79-224 relating to self-management by a student.

Next year, we will review the policy developed by NDHHS and NDE and determine if we will revise Policy 5053 - Self-Management of Diabetes or Asthma/Anaphylaxis.

FAIR Leave Act (Modifying FMLA)

Under the FMLA, if both spouses work for the same employer, they are required to split the (up to) 12 weeks FMLA leave for things like bonding time with a newborn or adopted child or to care for a family member with a serious health condition. The "FAIR Leave Act" introduced in the House would eliminate this restriction. For example, if you employ two teachers who have a newborn, both would be permitted to take up to 12 weeks for bonding time. This bill is separate from what's happening with paid leave in the Unicameral. We will monitor the bill and provide updates, including an updated policy, if it advances.

Children's Online Privacy Protection Rule (COPPA) 2.0

The Federal Trade Commission's 2025 proposed amendments to the Children's Online Privacy Protection Rule (COPPA), AKA "COPPA 2.0," aim to modernize protections for children under 13 based on the changes in the tech world which have occurred since the last amendments to COPPA in 2013. The amendments take effect June 23, 2025. To note, while these amendments do not directly apply to schools, they may impact how schools interact with EdTech companies who provide classroom technologies, resources, and apps.

In the 2024 Notice of Proposed Rulemaking, the FTC proposed codifying a school authorization exception to parental consent and also new definitions of "school" and "school-authorized education purpose." However, in the Final Rule, the FTC chose not to finalize these EdTech-specific amendments which would impact schools. With the possibility of amendments to FERPA in the future, the Commission decided to wait to change any language regarding EdTech and schools within COPPA 2.0. For our schools, this means that the existing interpretation, where schools may consent on behalf of parents for the use of EdTech tools, so long as the information is used exclusively for educational purposes and not for commercial gain, remains in effect. Schools will also see enhanced notices from EdTech companies regarding how data is collected and utilized by these companies. We encourage you to review the notices received.

Because schools utilize technology and software that record a child's voice (e.g., speech to text), one of the new exceptions to parental consent requirements found in COPPA 2.0 is helpful. It allows operators to collect audio files containing a child's voice and no other personal information solely to respond to a child's specific request, provided the file is not used for any other purpose, is not disclosed, and is deleted immediately. Other finalized

revisions include reinforced data minimization standards, which limit the use of persistent identifiers and restrict data collection. The definition of “personal information” has been expanded to include biometric identifiers such as facial recognition data, voiceprints, and fingerprints. Once the law is finalized, we will blog about any specific guidance the FTC may release regarding EdTech and parental consent. If you would like light reading materials to lull you to sleep, the proposed commentary and rule is available [here](#).

KSB Superintendent Evaluation Platform

We are also pleased to announce that the KSB Superintendent Evaluation Platform is now live and available for use. This platform was designed specifically to align with Nebraska law and best practices, offering boards a streamlined, legally sound, and customizable way to conduct superintendent evaluations. Subscribers will be able to access the platform through the KSB portal. We have a summary of the platform’s features and a short video about it available [here](#). If you have questions about getting started or would like more information, please don’t hesitate to reach out.

CONCLUSION

It is all too easy to adopt policies that look good but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

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SARA ROGERS ^{SD, NE}
AMANDA DABNEY ^{NE, WY}
SHARI RUSSELL, Paralegal

MEMORANDUM

To: KSB Policy Subscribers
FROM: KSB School Law
DATE: June 24, 2025
RE: Supplemental Policy Updates for 2025

As promised, below are explanations for the second round of policy updates for the 2025 update cycle. We've also posted a short recording of our explanations under the 2025 Policy Update Supplement tab. If after you watch the video you have any questions, please let us know!

Policy Changes

REVISION OF POLICY 2008: MEETINGS

LB 521 added additional flexibility for public meeting notices and was signed by the governor after our initial round of policy updates. The section of the bill that amended the Open Meetings Act is subject to an emergency clause and is operative as of May 30, 2025. For once, that's good news.

In short, there is now greater flexibility for publishing notices of meetings at times when publication in the newspaper is not possible or in the case of refusal, neglect, or inability of the newspaper to publish the notice. The explicit requirement that these types of notices also be published to a "statewide website" is now phrased as "if available."

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ATTORNEYS LICENSED IN STATES INDICATED

Additionally, if the newspaper refuses, neglects, or is unable to publish your notice, you may provide notice of your meeting by posting the notice on your website, “requesting” that the newspaper submit it to the statewide website, and posting a physical copy of the notice in a “conspicuous public place” in the school district. Under this exception, the only interaction with the newspaper is “requesting” they put the notice onto the statewide website. If they don’t, you can still meet.

While publication in the physical print newspaper is still the default rule whenever possible, these exceptions will certainly help public bodies that need to meet outside of the normal print schedules or the newspaper refuses, neglects, or is unable to publish notice in print.

This change is required.

REVISION OF POLICY 5002: ADMISSION OF STUDENTS

We simplified this policy. Rather than listing some of the legal bases for a student to enroll, we simply say a student may enroll if required to be enrolled or permitted to be enrolled when it is optional for the district.

This change is required.

REVISION OF POLICY 5003: ADMISSION OF PART TIME STUDENTS

LB 306 added a new enrollment requirement to section 79-215. Section 79-215 has always been Nebraska’s general enrollment statute that governs enrollment in a variety of usual and unique contexts: residence, out-of-state, wards, foster students, etc. The new section added by LB 306 is *intended* to allow some non-public school students to part-time enroll in a public school district that is NOT the student’s resident district for purposes of participating in extracurricular activities.

Resident students have always been permitted to part-time enroll, and a few years back, the Unicameral also permitted exempt school students to participate in extracurriculars as long as they were enrolled in at least 5 credit hours. However, that was limited to resident exempt school students, with no mention of private school students or non-resident exempt school students. For example, if I was a homeschool student in York, I could participate in extracurriculars as long as I was enrolled in 5 credit hours from York Public Schools (and was otherwise eligible). However, I could not “part-time option” into McCool Junction to participate in extracurriculars

there, for any reason. You all remember that change... LB 306 attempts to address that by giving some non-public school students opportunities to participate at non-resident public schools.

Enrollment Choices. The first policy change area to highlight is the Eligibility and Application section. Within it are the new requirements from LB 306 that allow a private, denominational, parochial, or exempt school student to enroll in a different public school that is not the student's resident public school on a part-time basis to participate in extracurriculars. There are 2 new circumstances where this could happen.

First, if a non-public school student's resident school district does not offer the sport or activity the student wants to participate in, they can enroll in the "closest" school district that offers that sport or activity. If Timmy attends a smaller school with no swim team, Timmy can part-time enroll in the next closest school district that has a swim team. That may be a neighboring school or several districts over.

Second, even if a student's resident school district offers everything they may want to do, they can enroll in a different public school to participate, so long as the school building they would attend at the new school district is closer to the student's residence than the attendance center is or would be at the resident school district. If Sally is a homeschool student and lives at the southern edge of the Milford district, Sally can enroll in Crete on a part-time basis to participate in extracurriculars even if Milford offers all the activities Sally wants. If Sally lives next door to the school she would be attending in Milford, Sally can't attend a neighboring district because no school building would be closer to her residence.

You will see a handful of other tweaks to terminology throughout the policy until you get to the next major change in the Extracurricular Sports and Activities section. This is where it gets wonky.

Extracurricular Participation. The Unicameral amended section 79-215 to be very broad and deferential to the preferences of non-public school students, whether attending a private or exempt school. However, they did not make the same broad changes to the part-time enrollment statute, section 79-2,136. Sections 2 and 3 of that statute cover part-time students participating in extracurriculars, but they only require the school's policy to permit participation to exempt school students. They did not add in "private, denominational, or parochial" students to the list of non-public school students a public school must allow to part-time enroll AND to participate in extracurriculars.

While the enrollment statute applies to part-time private and exempt school students alike, the specific extracurricular participation statute only applies to exempt school students. Whatever the Unicameral intended (intentional or omission), this presents some options and choices for each district. Therefore, we have divided the extracurricular eligibility criteria into separate sections for private school and exempt school students.

Private School Students. The first paragraph addresses students attending private, denominational, and parochial schools, and it has two options. While students from accredited private schools may now be permitted to enroll on a part-time basis, technically, you can say they cannot participate in extracurricular activities. Regardless of what the Unicameral intended--and there are arguments on both sides--it is what they wrote.

If you prefer that students from a local private school not participate at your school, even if they enroll on a part-time basis, you'd go with Option 1. If you want to allow those students to part-time enroll and participate, go with Option 2.

If you go with Option 2, LB 306 differentiates between extracurriculars that are "regulated by an athletics or activities association in which the school is a member" and those that are not regulated by any such governing body. We all think about the NSAA, but there could be other activities you sponsor that are regulated by another organization (e-sports, cheer, dance, etc.).

For any "regulated" activities, the student must enroll in a minimum of 5 credit hours from your school each semester they want to participate. For non-regulated activities, like clubs, the statutes have no minimum or maximum enrollment requirements. This leaves you with 2 choices. Choice A says a student can participate in non-regulated extracurriculars *even without enrolling in classes*. We know this will not be everyone's preference, but some schools may want more flexibility and numbers in those programs. Choice B allows you to set a minimum number of hours students must enroll in to participate in non-regulated extracurriculars. That could be 5 credit hours, to parallel regulated extracurriculars, or it could be more, even up to a requirement for half- or even full-time enrollment to participate in non-regulated extracurriculars. The higher the number, the more you risk a challenge to the "spirit" of the law, but it says what it says. For example, you could say that a student who wants to participate in NSAA-regulated activities must enroll in 5 credit hours, but to be in the chess club, you must enroll in somewhere between 0 and 20 hours.

Exempt School Students. Students who attend a school that “elects not to meet accreditation or approval status under 79-1601” must be allowed to participate in all extracurriculars offered by the district. These are typically homeschool students, but not always. The main difference now is that the law allows exempt school students to participate at their resident school or a different public school that fits the new enrollment choices described above.

Within this subset of students, the same Choice A and Choice B exist for those non-regulated extracurricular activities you offer. For regulated extracurriculars, the student must be enrolled in at least 5 credit hours.

Other Areas to Note. Our policy continues to emphasize that the ability to enroll and participate is still subject to all school, NSAA, and other applicable rules. For example, assume you have a rule that prohibits students from participating during the second semester if they have an incomplete in a course from the first semester. You can enforce that same rule against an exempt school student who attends 1 class in order to play football and then stops showing up in November and December. That is a concern we’ve heard frequently, especially when transportation obligations are on the family in most cases. Similarly, if you use an up/down list, those same criteria can apply to a part-time student for the class(es) they take. We think this presents a good opportunity to review your current local eligibility rules and decide if they are working for you and will work under the new laws. Generally, you have to apply the same set of rules to full-time students and part-time students you enroll.

Finally, we state plainly that if you want to participate in our school district extracurriculars, you cannot participate in extracurriculars at another school district. If you enact this rule, it would prohibit an exempt school student from playing junior high football in Ansley and running junior high track that same year in Broken Bow. Note that these are *your* school rules. The NSAA rules on things like domicile, transfer, and eligibility would still apply to varsity contest eligibility.

This change is required.

ALTERNATIVE POLICY 5031: STUDENT APPEARANCE

Let us be clear. We already sent out an updated dress code policy in May with our 2025 policy updates. As you know—and as we have discussed—the new law requires the school board to adopt a dress code policy that is “consistent with” NDE’s model policy. The policy update that we already sent out meets that obligation; the content in NDE’s model policy is reflected in

that version. If you have already adopted our revised policy 5031 and discussed your plan for 25-26 and beyond with your board, you can keep it in place.

Shortly after we sent out our original version of the updated dress code policy, we also heard from many of you that your boards are more inclined to maintain a dress code that is similar to what you have used in the past. These folks were interested in a policy option that followed the explicit provisions stated in the statutes, but maybe didn't include each and every provision, word-for-word, from NDE's model policy. That is why we have prepared this updated policy ALTERNATIVE.

We heard you, we promise. This revised version is not because of any mistake or necessary change. Instead, this version may help defend you in court or in a Rule 10 review because it owns the fact that the statute and model policy have differences (i.e., NDE included provisions in its model policy that were not required by the statute). If you adopt this version, it will provide defenses that your dress code does not discriminate against students based on race, religion, sex, disability, or national origin; and that you don't prohibit students from wearing religious attire, natural and protective hairstyles, or tribal regalia. But if you are simply applying a dress code provision that doesn't trigger those types of requirements, this policy version streamlines the process that you are required to follow when asking students to change their appearance.

This change is optional.

Form Changes

Part-Time Enrollment Form

We've updated the part-time enrollment form/application to align with the changes from LB 306 discussed above. Now, the form should have enough information for you to assess enrollment and extracurricular eligibility in line with the policy choices you select. This form does not need to be approved by the board, but you should use it or something like it to gather information needed to implement your policy based on the LB 306 changes.

Other Issues To Consider

Services to Students “Aging Out” of Special Education

NDE Rule 51 provides that a student remains eligible for IDEA services through the school year in which the student turns 21 years old. In other states, parents and students have challenged similar age cutoffs when the state provides “adult education” to non-special education students past the state cutoff for special education services. That issue has now reached Nebraska. The logic is simple: if the state offers adult education to non-disabled individuals but cuts off services to individuals with disabilities sooner, it amounts to discrimination.

An NDE hearing officer recently found in favor of a family on this exact issue in a Rule 55 due process proceeding. The hearing officer noted that the provision of Rule 51 that cuts off services to special education students at the end of the school year when they turn 21 is unlawful. Instead the hearing officer held that special education students are entitled to services through the day before they turn 22. If a student has a late August birthday, that may only be a few more days of services; but if a student has an early May birthday, that could be another school year of services.

NDE has not indicated that they plan to change Rule 51. If you are currently or will be serving any students between age 21 and 22 who will likely age out without obtaining a diploma or equivalent, you should get some legal advice on what services you may owe.

KSB Superintendent Evaluation Platform

We’ve had a lot of great questions about the new KSB Superintendent Evaluation Platform, which is now fully live and available for use. Built to reflect Nebraska law and best practices, the platform gives boards a simple, legally sound, and customizable way to conduct superintendent evaluations right from the KSB portal. We’ve also embedded short videos that satisfy the Rule 10 obligation to provide training to any evaluators who evaluate certificated staff.

If your board would like to see how it works, we’re happy to set up a demo account so you can explore the features before diving in. You can also check out a short video and summary of the platform [here](#).

The Nebraska Department of Education has already approved the platform as a compliant evaluation tool. However, each board still needs to formally adopt it and submit the required documentation to NDE, as required by Rule

10. That window is approaching quickly—boards planning to use the platform for evaluations this fall (October or November) should begin that process soon to stay on track.

CONCLUSION

It is all too easy to adopt policies that look good but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year, we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

1002
Creation, Amendment and Distribution of Policies

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

The superintendent shall maintain an official copy of the board's policies, which may be in paper copy in the central office or on the district's website or electronic board meeting site. For any policies with specific review, hearing, or posting requirements, the superintendent will ensure those obligations are completed. The superintendent will also ensure all board members have access to a copy of the district's policies.

Adopted on: _____

Revised on: _____

Reviewed on: _____

1002 Creation, Amendment and Distribution of Policies

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

~~Each policy shall bear the date when it was adopted, revised or reviewed.~~

~~The superintendent shall distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site. maintain an official copy of the board's policies, which may be in paper copy in the central office or on the district's website or electronic board meeting site. For any policies with specific review, hearing, or posting requirements, the superintendent will ensure those obligations are completed. The superintendent will also ensure all board members have access to a copy of the district's policies.~~

Annual Review

~~The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:~~

~~Parental Involvement Policy~~

~~Title I Parental Involvement Policy~~

~~(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)~~

~~Student Fees Policy~~

~~Bullying~~

~~Multicultural Education~~

~~Student Assessment~~

~~Teacher Evaluation~~

~~Student Academic Performance~~

~~Safety and Security Committee~~

~~Attendance and Excessive Absenteeism~~

~~The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

Under this policy, factual conclusions will be based on a preponderance of the evidence.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.
 - a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that

may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the board unless authorized by law.

6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
 - a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
 - d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of

command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

~~A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.~~ Under this policy, factual conclusions will be based on a preponderance of the evidence.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. ~~This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.~~
 - a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the

complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
 - a) When the complaint is about a board policy, not implementation of the policy;
 - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
 - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in

writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide

the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers.

Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include the . Such notice shall contain a statement that the agenda

shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting and the written request to the newspaper.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session,

and the record shall state how each member voted, or if the member was absent or not voting.

- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session,

and the record shall state how each member voted, or if the member was absent or not voting.

- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$109,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$144,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

E. Any or all bids may be rejected if there is a sound documented reason

F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

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- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds ~~\$144,000-\$118,000.~~

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

E. Any or all bids may be rejected if there is a sound documented reason

F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$250,000, the district will retain an explanation for that decision.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The procurement transaction can only be fulfilled by a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;

4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

I. Equipment Retention

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

J. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

K. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

L. Reporting and Recording Federal Property Interest

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee’s salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$250,000, the district will retain an explanation for that decision.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. **Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The procurement transaction can only be fulfilled by a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

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capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

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8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
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The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

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1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

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In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

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The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

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property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

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When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

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All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

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The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

Commented [1]: 2 CFR Part 200, Subpart E

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee’s salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to

facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3023 Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication.

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

Option 1 - use if the district uses subscription Google Apps but has not activated Vault: Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

Option 2 - use if the district has a Subscription to Google Apps with Vault activated: The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

Option 3 - use if the district uses Office 365: Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for

electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.

Option 4 – use if the district does not use a hosted e-mail service: The district's data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of **60 days** from the date the electronic communication is created.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Federal Award Records. The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

Adopted on: _____

Revised on: _____

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Adopted on: _____

Revised on: _____

Reviewed on: _____

**3026
Handbooks**

The school district’s handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. The district’s handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the board may approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

None of the district’s handbooks creates a “contract” between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

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Revised on: _____
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Adopted on: _____
Revised on: _____
Reviewed on: _____

3036 Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and [insert other standing authorized expenditures]. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$[insert amount].

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: [redacted]. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees making a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and [redacted] will conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

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Adopted on: _____

Revised on: _____

Reviewed on: _____

3043
Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

- I. **Definitions.** For purposes of this policy:
- A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.
 - B. **Board** means the District's Board of Education.
 - C. **Department** means the Nebraska Department of Education.
 - D. **Design-Build Contract** (D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
 - E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.
 - F. **District** means Public Schools.
 - G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.
 - H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.
 - I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
 - J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development

requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

- K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.
- L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;
- M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;
- N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

- A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

- A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.
 - 1. **Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:
 - a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
 - c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.
2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:
- a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - i. A general description of the project;
 - ii. How interested firms can apply for consideration by the District; and
 - iii. The date by which individuals or firms must submit their statements of qualifications; and
 - iv. A statement that any individual or firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
 - b. To apply to be the District's PCD, applicants must submit a current statement of qualifications to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
 - c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an

applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it in accordance with its terms.

- d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.
- e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.

B. Negotiating a Contract with the PCD. The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- 1. **Prohibition Against Contingent Fees.** The contract between the District and the PCD must contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee

working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

C. Effect of Unsuccessful Negotiations

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

D. Board-Designated Committee. The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

E. Open Meetings Act. The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

F. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as PCD.

G. The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

IV. **Pre-Qualifying Design-Builders**

- A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request shall:
1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest.
 2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
 3. Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the Design-Builder could perform it in accordance with its terms.

V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

- A. The identity of the District for which the project will be built and the District that will execute the design-build contract;
- B. A copy of this Design-Build Contact Policy and all other policies related to the D-B Contract;
- C. The proposed terms and conditions of the D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The

proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
 - 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - 2. At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - 3. The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - 4. A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - 5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening proposals, the District shall cause a Notice of RFP to be:

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent directly to the prequalified Design-Builders only.

VII. **Preparing and Submitting Proposals**

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

VIII. **Evaluating Proposals**

- A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:
 - 1. One or more members of the Board;
 - 2. One or more members of the District's administration or staff;
 - 3. The PCD;
 - 4. Any person having special expertise relevant to selection of a Design-Builder or construction manager under the Act; and
 - 5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the District or the PCD.

- C. The District shall refer the Proposals for recommendation to the selection committee.

- D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
1. The financial resources of the design-builder to complete the project **(up to ten percent)**;
 2. The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
 4. The quality of performance on previous projects **(up to thirty percent)**;
 5. The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
 6. The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
 7. Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

IX. **Negotiating a Design-Build Contract**

- A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor

- C. If the District is unable to negotiate a satisfactory D-B Contract with the highest ranked Design-Builder, the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a D-B Contract after negotiations.
- D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.
- E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.
- F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the Department.

X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts

- A. **Definitions.** For this section on “Formal Protests Related to the Solicitation of Execution of D-B Contracts” the following definitions apply:
 - 1. **Interested party** shall mean an actual or prospective Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective Design-Builder.
 - 2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and award.
- B. **Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the Design-Builder. To expedite handling of protests, the envelope

containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;
2. Appropriate identification of the relevant solicitation, and if a Proposal has been opened, its number, and date of opening;
3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The Board shall consider the Decision of the Superintendent and shall make the final decision on the protest. The Board's decision shall be final.

XI. Refinements and Changes. A D-B Contract may be conditioned upon later refinements in scope and price and may permit the District in agreement with the Design-Builder to make changes in the project without invalidating the D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. Adherence to Performance Criteria. Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. Projects Excluded. The District shall not use a Design-Build Contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

~~The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.~~

I. **Definitions.** For purposes of this policy:-

A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.

A.B. **Board** means the District's Board of Education.

B.C. **Department** means the Nebraska Department of Education.

C.D. **Design-Build Contract** (~~DBD-B~~ Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the ~~Nebraska Political Subdivisions Construction Alternatives Act (Act)~~Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.

D.E. **Design-Builder** means ~~the~~ legal entity which proposes to enter into a ~~DBD-B~~ Contract which is subject to qualification-based selection pursuant to the Act.

E.F. **District** means _____ Public Schools.

G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.

F.H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.

G.I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to

practice architecture or engineering pursuant to the NEARA who is selected by the District ~~pursuant to this policy~~ to assist the District in the development of Project Performance Criteria, Requests ~~For~~ Proposals, evaluation of Proposals, evaluation of ~~the~~ construction under a ~~DBD-B~~ Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

~~H.J.~~ **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a ~~Proposal~~proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm ~~weather~~water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

~~I.K.~~ **Proposal** means an offer in response to a Request ~~For~~ Proposals ~~("RFP")~~ by a Design-Builder to enter into a ~~DBD-B~~ Contract for a project pursuant to the Act.

~~L.~~ **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;

~~M.~~ **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;

~~1.~~ **Act** means ~~the Nebraska Political Subdivisions Construction Alternatives Act.~~

~~J.N.~~ **Request for Proposals (RFP)** means ~~the documentation by which the District solicits Proposals.~~e

~~K.O.~~ **Superintendent** means the District's Superintendent of Schools, or his or her designee.

~~**Procedures.** The District shall follow the procedures below in connection with any DB Contract.~~

~~**II. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project. Resolution to Select Design-Build.** The Board shall~~

adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.

Project Cost \$896,000 and Below. For a project whose basic construction cost is estimated by the

1. ~~The District~~ to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:

a. ~~The shall~~ Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.

c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.

2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000,

the District will use the following procedures for identifying the most qualified PCD:

- a. The District will encourage eligible persons/individuals or organizations/firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications ~~and performance data to the District.~~ At least thirtyfifteen (15) days prior to selecting and hiring a PCDthe deadline to respond, the District ~~shall~~will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - i. A general description of the ~~Design-Build~~ project; Directions regarding how
 - ii. How interested ~~persons or organizations/firms~~ can apply for consideration by the District; and
 - iii. The date by which persons/individuals or organizations/firms must submit their applications/statements of qualifications; and
 - iv. A statement that any person/individual or organization/firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- b. To apply to be the District's PCD, applicants must submit a current statement of qualifications ~~and performance data~~ to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience;~~ equipment and facilities; promptness, ~~and;~~ the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are

found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

- d. The Board ~~shall~~will evaluate each qualified applicant's ~~current~~ statement of qualifications and ~~performance data any other relevant the District has received~~. The Board ~~shall~~will conduct discussions with, and may require public presentations by ~~no less than, at least~~ three applicants regarding their qualifications, approach to the project, and ability to furnish the required service, ~~and other factors identified above~~.
- e. The Board ~~shall~~will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors ~~outlined~~identified above.

L.B. **Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

Prohibition Against Contingent Fees. The contract between the District and the PCD must

- ~~A. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The~~

~~Board shall then undertake negotiations with the third most qualified applicant.~~

~~B. it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.~~

~~M.C. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.~~

~~C. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.~~

1. ~~The contract between the District and the PCD shall~~ contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

D. Effect of Unsuccessful Negotiations

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.

If the Board is unable to negotiate a satisfactory contract with any of the selected applicants,

2. the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

N.E. **Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

F. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

O.G. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.

A

P.H. The PCD ~~may not be~~ prohibited from being employed by or ~~may not have a~~ having any financial or other interest in a Design-Builder that will submit a ~~Proposal~~ proposal.

~~Procedures and standards to be used to prequalify~~

II.IV. **Pre-Qualifying Design-Builders.**

A. **Letters of Interest.** The District, ~~with the help of the PCD,~~ shall prepare a request for ~~letters~~ Letters of interest. ~~The Interest, which request for letters of interest~~ shall:

1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest~~;~~.
2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
3. Be sent by first-class mail to any Design-Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-

Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience~~; equipment and facilities; promptness, ~~and~~; the quality of work previously done ~~by applicant~~; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the ~~applicant~~Design-Builder could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

Procedures

2. ~~Preparing Requests for the preparation and content of RFPs.~~

~~III.V. Proposals (RFP).~~ The District, with the ~~help~~assistance of the PCD, ~~shall~~will prepare the RFP, which shall contain:

- A. The identity of the ~~school district~~District for which the project will be built and ~~the District that~~ will execute the ~~Design-Build Contract; design-build contract;~~
- B. A copy of this Design-Build ~~Contract~~Contact Policy and all other policies ~~adopted by the District relating~~related to the ~~DBD-B~~ Contract;
- C. The proposed terms and conditions of the ~~DBD-B~~ Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;

- F. Budget parameters for the project;
- G. Any bonds ~~or~~and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of ~~its~~the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
 1. ~~(i)~~ An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 2. ~~(ii)~~ At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 3. ~~(iii)~~ ——— The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 4. ~~(iv)~~ ——— A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 5. ~~(v)~~ ——— The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the ~~Act~~NEARA; and
- K. Other information which the District chooses to require. _____

~~IV.VI.~~**Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening ~~Proposals~~proposals, the ~~notice of the RFP~~District shall cause a Notice of RFP to be:

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent ~~by first-class mail~~directly to the prequalified Design-Builders only.

Procedures for preparing

~~V.VII.~~ Preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

Procedures for evaluating

~~VI.VIII.~~ Evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a ~~DBD-B~~DBD-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. ~~The District Board shall refer the proposals for recommendation to designate members of~~ a selection committee. ~~The selection committee, which shall be a group of~~include at least five persons ~~designated by the District.~~ Members of the selection committee ~~shall~~must include ~~(1):~~
 1. One or more members of the ~~school board,~~ Board;
 2. One or more members of the ~~school~~District's administration or staff, ~~(3) the school's architect or engineer~~ (4) any;
 3. The PCD;
 4. Any person having special expertise relevant to selection of a ~~design-builder~~Design-Builder or construction manager under the Act, ~~i~~ and ~~(5) a~~
 5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a ~~design-builder~~Design-Builder who has a

~~proposal~~Proposal being evaluated and shall not be employed by the District or the ~~school's architect or engineer~~PCD.

C. The District shall refer the Proposals for recommendation to the selection committee.

~~B.D.~~D. The selection committee and the District shall evaluate ~~proposals~~Proposals taking into consideration the criteria enumerated in ~~subdivisions~~subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

1. ~~(1)~~——The financial resources of the design-builder to complete the project **(up to ten percent)**;
2. ~~(2)~~——The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
3. ~~(3)~~——The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
4. ~~(4)~~——The quality of performance on previous projects **(up to thirty percent)**;
5. ~~(5)~~——The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
6. ~~(6)~~——The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
7. ~~(7)~~——Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

~~C.E.~~E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

~~D.F.~~^eD. The District shall then evaluate and rank each ~~proposal~~Proposal on the basis of best meeting the criteria in the ~~request~~

for proposals RFP and taking into consideration the recommendation of the selection committee.

~~3. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.~~

IX. Negotiating a Design-Build Contract

~~E.A.~~ E.A. The District may attempt to negotiate a ~~DBD-B~~ DBD-B Contract with the highest ranked Design-Builder selected by the ~~Board~~ District and may enter into a ~~DB Contract~~ Design-Build contract after negotiations.

~~F.B.~~ F.B. The negotiations shall include a final determination of the manner by which the ~~design-builder~~ Design-Builder selects a subcontractor.

~~G.C.~~ G.C. If the District is unable to negotiate a satisfactory ~~DBD-B~~ DBD-B Contract with the highest ranked Design-Builder, ~~it~~ the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a ~~DBD-B~~ DBD-B Contract ~~with that Design-Builder~~ after negotiations.

~~H.D.~~ H.D. If the District is unable to negotiate a satisfactory ~~DB Contract~~ contract with the second highest ranked Design-Builder, ~~it may terminate negotiations with that Design-Builder. The~~ the District may ~~then~~ undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a ~~DBD-B~~ DBD-B Contract ~~with that Design-Builder~~ after negotiations.

~~I.E.~~ I.E. If the District is unable to negotiate a satisfactory ~~DB Contract~~ contract with any of the ranked Design-Builders, ~~it~~ the District may either revise the RFP and solicit new ~~Proposals~~ proposals or cancel the ~~design-build~~ Design-Build process. ~~—~~ under the Act.

~~J.F.~~ J.F. If the District is able to negotiate a satisfactory ~~contract~~ D-B Contract with a ~~design-builder~~ Design-Builder, the District shall file a copy of all ~~design-build contract~~ D-B Contract documents with the ~~State Department of Education~~ within thirty ~~(30)~~ (30) days after their full execution. Within thirty ~~(30)~~ (30) days after completion of the project, the ~~design-builder~~ Design-Builder shall file a copy of all contract modifications and change orders with the ~~State Department of Education~~.

Procedures for Filing and Acting on

VII.X. Formal Protests Relating to the Solicitation or Execution of DBD-B Contracts.

~~A. — Definitions.~~

A. Definitions. For this section on “Formal Protests Related to the Solicitation of Execution of D-B Contracts” the following definitions apply:

1. **Interested party** shall mean an actual or prospective ~~bidder~~Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective ~~bidder~~Design-Builder.
2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, ~~bid solicitation~~performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and ~~intent to~~ award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after ~~public notice of the bid event giving rise to the protest.~~ Protests based on alleged apparent improprieties in a solicitation or other request for ~~proposals~~Proposals must be filed before ~~bid~~Proposal opening or the ~~closing date~~deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the ~~design-builder~~Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;
2. Appropriate identification of the relevant solicitation, and if a ~~bid~~Proposal has been opened, its number, and date of opening;
3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the ~~school district~~District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the

contract should be suspended. The ~~school-district~~District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. ~~C.~~—**Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent’s investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other ~~bidders.~~Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. ~~D.~~—**Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. ~~The school district board of education~~The Board shall consider the Decision of the Superintendent and shall make the final decision on the protest. ~~The school district board of education’s~~The Board’s decision shall be final.

~~VIII.~~XI. **Refinements and Changes.** A ~~DBD-B~~ Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the ~~DBD-B~~ Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. Adherence to Performance Criteria. Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder’s adherence to the Performance Criteria in the

Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

~~IX.XIII.~~ **Projects Excluded.** The District shall not use a ~~design-build contract~~Design-Build Contract for any construction project excluded by NEB. REV. STAT. _____§ 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Johnson County Central Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

Procedures. The District shall follow the procedures below in connection with any DB Contract.

- 1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**
 - A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - (1) A general description of the Design-Build project;

- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.

- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;

- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
 - (1) Published in a newspaper of general circulation within the District;
 - (2) Filed with the Department; and
 - (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was

received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

8. Refinements and Changes. A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

9. Projects Excluded. The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: November 13, 2024

3047 Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Approved vendors/contractors that have access to personal information or personally identifiable information,
4. Staff members with access to district devices,
5. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

2. The District will contact its cyber or relevant data breach insurance provider in the event of a suspected breach.
3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.
4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3047 Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
- 2.3. Approved vendors/contractors that have access to personal information or personally identifiable information,
- 3.4. Staff members with access to district devices,
- 4.5. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

1.2. The District will contact its cyber or relevant data breach insurance provider -in the event of a suspected breach.

2.3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.

3.4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Effected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057 Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Definitions. As used in this policy, the following terms are defined as follows:

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship.
 - The type of relationship.
 - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - fear for his or her safety or the safety of others; or
 - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

Response to Sexual Harassment

General Obligations. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's ability to impose discipline for off-campus misconduct does not necessarily constitute "substantial control" over the respondent and the context. The district's response to an allegation of sex harassment will treat complainants and respondents equitably.

Limitations on Discipline. No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

Emergency Removal. Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

Grievance Process for Formal Complaints of Sexual Harassment

General Obligations. All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations, avoiding conflict of interest or bias, training, and protection of legally privileged information.

Presumption. It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Grievance Procedure

Time Frames. The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Range of Possible Sanctions and Remedies. At the conclusion of the grievance process, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion and/or immediate discharge from employment.

Separation of Roles. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

Notice of Allegations. Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

Dismissal of Formal Complaint. The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district **may** dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

Dismissal of a formal complaint under this policy does not preclude the district

from taking action under another provision of the district's code of conduct or pursuant to another district policy.

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the advisor of choice of any other applicable legal obligations or limitations. The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

Determination Regarding Responsibility. Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and

concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

Time for Appeal. Appeals may only be initiated by submitting a written

Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

Grounds for Appeal. Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Informal Resolution. The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the

right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Recordkeeping. The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

Retaliation Prohibited. Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The

district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3057
Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS. IF YOU ARE A CLASS I OR II SCHOOL DISTRICT THAT HAS DECIDED NOT TO ALLOW ARMED EMPLOYEES AND CONTRACTORS, YOU SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE AND MAKE NO CHANGES. IF YOU ARE A CLASS III OR LARGER SCHOOL DISTRICT, YOU CANNOT ALLOW THIS AND SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE. THE CUTOFF FOR CLASS III IS A SCHOOL DISTRICT WITH A POPULATION OF 5,000 OR MORE.

3060

Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers;
3. The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

4. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
5. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
6. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle;
7. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area; or
8. Firearms carried by authorized security personnel who are employed by or contracted with the school district pursuant to this policy.

Authorized Security Personnel

The school district may employ or contract with authorized security personnel who may carry a firearm on school grounds, in a school-owned vehicle, or at a home school-sponsored activity or athletic event as provided in this policy. ***Authorized security personnel may not carry a firearm at away school activities or athletic events unless authorized to do so by the host school or agency.***

1. Personal Qualifications.
 - A. Background Check. The individual must pass a comprehensive background check as arranged by the school district. The school district will determine if the person is authorized to provide services, in accordance with state, federal, and local policy.
 - B. Mental Health Evaluation. The individual will submit to a mental health evaluation with a mental health professional as arranged

by the school district. The school district will review the evaluation and determine if, in its discretion, the individual is qualified to provide services.

- C. Employee or Contractor. The individual with either be an existing employee of the district or shall enter into a written agreement to provide security services.
 - D. Letters of Recommendation. The individual shall submit at least three letters of recommendation. The Superintendent or designee shall contact the authors of the letters to verify their content and authenticity.
 - E. Concealed Carry Permit: The individual must possess a valid Nebraska Concealed Carry Permit.
2. Training. The individual must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings before providing any security services to the school district.
 3. Appropriate Firearms and Ammunition. Authorized security personnel may only use a handgun that has been approved by the school board. Any ammunition must be recommended or approved by the firearm manufacturer.
 4. Appropriate Use of Force. Although authorized security personnel are not law enforcement officers and do not have the authority to act in that capacity, they must know and understand the appropriate use of force. Authorized security personnel may take actions necessary to prevent or abate an active threat and temporarily detain an individual when they have reasonable cause to believe an individual has committed or is about to commit a forcible act of violence that could cause serious bodily injury or death. Authorized security personnel must understand deadly use of force as well as the potential of criminal and civil liability.
 5. Firearm Storage. **[OPTION 1 - OVERNIGHT STORAGE ALLOWED]** Authorized security personnel may store firearms and ammunition on school grounds subject to the terms of this policy and a separate Memorandum of Understanding.

- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
- B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
- C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
- D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
- E. The gun safe, firearms, and ammunition shall be the property of the authorized security personnel.
- F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun safe.
- G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.
- H. The room in which the firearm, ammunition, and safe are stored shall be monitored by school district video cameras.
- I. Any firearms or ammunition to be stored in the safe will be transported at a time and in a concealed manner to minimize disruption.

[OPTION 2 – OVERNIGHT STORAGE NOT ALLOWED] Authorized security personnel may store firearms and ammunition on school grounds subject to the terms of this policy and a separate Memorandum of Understanding.

- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
- B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
- C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
- D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
- E. The gun safe, firearms, and ammunition shall be the property of the authorized security personnel.
- F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun

safe.

- G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.
- H. The room in which the firearm, ammunition, and safe are stored shall be monitored by school district video cameras.
- I. Any firearms or ammunition to be stored in the safe will be transported at a time and in a concealed manner to minimize disruption.
- J. ***The authorized security personnel must be physically present on school grounds when their firearm or ammunition is stored in the biometric safe.***

6. Memorandum of Understanding (MOU). The authorized security personnel will enter into an MOU with the school district to address the requirements of this policy as well as other appropriate matters.

7. Notification. The authorized security personnel must notify all local law enforcement agencies, the Nebraska State Patrol, and local fire and rescue personnel and first responders, and the regional emergency manager of their position at the school district.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS. IF YOU ARE A CLASS I OR II SCHOOL DISTRICT THAT HAS DECIDED NOT TO ALLOW ARMED EMPLOYEES AND CONTRACTORS, YOU SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE AND MAKE NO CHANGES. IF YOU ARE A CLASS III OR LARGER SCHOOL DISTRICT, YOU CANNOT ALLOW THIS AND SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE. THE CUTOFF FOR CLASS III IS A SCHOOL DISTRICT WITH A POPULATION OF 5,000 OR MORE.

3060

Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term “weapon” means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term “firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers’ Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers;
- 2.3. The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3.4. _____Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4.5. _____Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5.6. _____Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; ~~or~~

7. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area; ~~or~~

~~6.8. _____Firearms carried by authorized security personnel who are employed by or contracted with the school district pursuant to this policy.~~

Authorized Security Personnel

The school district may employ or contract with authorized security personnel who may carry a firearm on school grounds, in a school-owned vehicle, or at a home school-sponsored activity or athletic event as provided in this policy.

Authorized security personnel may not carry a firearm at away school activities or athletic events unless authorized to do so by the host school or agency.

1. Personal Qualifications.

A. Background Check. The individual must pass a comprehensive background check as arranged by the school district. The school district will determine if the person is authorized to provide services, in accordance with state, federal, and local policy.

- B. Mental Health Evaluation. The individual will submit to a mental health evaluation with a mental health professional as arranged by the school district. The school district will review the evaluation and determine if, in its discretion, the individual is qualified to provide services.
 - C. Employee or Contractor. The individual with either be an existing employee of the district or shall enter into a written agreement to provide security services.
 - D. Letters of Recommendation. The individual shall submit at least three letters of recommendation. The Superintendent or designee shall contact the authors of the letters to verify their content and authenticity.
 - E. Concealed Carry Permit: The individual must possess a valid Nebraska Concealed Carry Permit.
2. Training. The individual must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings before providing any security services to the school district.
 3. Appropriate Firearms and Ammunition. Authorized security personnel may only use a handgun that has been approved by the school board. Any ammunition must be recommended or approved by the firearm manufacturer.
 4. Appropriate Use of Force. Although authorized security personnel are not law enforcement officers and do not have the authority to act in that capacity, they must know and understand the appropriate use of force. Authorized security personnel may take actions necessary to prevent or abate an active threat and temporarily detain an individual when they have reasonable cause to believe an individual has committed or is about to commit a forcible act of violence that could cause serious bodily injury or death. Authorized security personnel must understand deadly use of force as well as the potential of criminal and civil liability.
 5. [OPTION 1 - OVERNIGHT STORAGE ALLOWED] Firearm Storage. Authorized security personnel may store firearms and ammunition on school grounds subject to the terms of this policy and a separate

Memorandum of Understanding.

- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
 - B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
 - C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
 - D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
 - E. The gun safe, firearms, and ammunition shall be the property of the authorized security personnel.
 - F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun safe.
 - G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.
 - H. The room in which the firearm, ammunition, and ~~is stored and the~~ safe are stored shall be monitored by school district video cameras.
 - I. Any firearms or ammunition to be stored in the ~~gun~~ safe will be transported at a time and in a concealed manner to minimize disruption.
6. **[OPTION 2 – OVERNIGHT STORAGE NOT ALLOWED]** Authorized security personnel may store firearms and ammunition on school grounds subject to the terms of this policy and a separate Memorandum of Understanding.
- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
 - B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
 - C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
 - D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
 - E. The gun safe, firearms, and ammunition shall be the property of

the authorized security personnel.

F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun safe.

G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.

H. The room in which the firearm, ammunition, and safe are is stored and the safe shall be monitored by school district video cameras.

I. Any firearms or ammunition to be stored in the ~~gun~~ safe will be transported at a time and in a concealed manner to minimize disruption.

J. **The authorized security personnel must be physically present on school grounds when their firearm or ammunition is stored in the biometric safe.**

7. Memorandum of Understanding (MOU). The authorized security personnel will enter into an MOU with the school district to address the requirements of this policy as well as other appropriate matters.

8. Notification. The authorized security personnel must notify all local law enforcement agencies, the Nebraska State Patrol, and local fire and rescue personnel and first responders, and the regional emergency manager of their position at the school district.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4051
Staff and District Social Media Use

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.
2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.
4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be “the official” account of the school district (e.g., “Bulldog Wrestling”), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district’s business purpose. Staff members may not use “official” accounts for personal use.
2. Staff are required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections. They are also not allowed to make any press releases or other official communications on behalf of the district without prior administrative approval. In other words, staff do not speak “for the district” directly or indirectly unless specifically authorized and directed to do so.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

1. Staff may use social media for school-related communication with fellow educators, parents, and patrons. Student communication must be consistent with the district's professional boundaries policies and expectations.
2. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter. This includes spotting AI-generated content, fakes, spoofs, and discerning the quality and reliability of content.

C. Unacceptable Use

1. Staff shall never access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, X, Instagram, Snapchat, and TikTok on school-owned devices or during school time unless permitted by district policy or preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media

applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, blogs, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages or tags or links to official school accounts on another account may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, lascivious, true threat, or appeals to prurient interests;

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains fighting words or content that is threatening, harassing, or discriminatory;
4. Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;
5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
6. Contains any other threat to the safety of students and staff.

The district may restrict access to its official accounts for violations of these rules, such as deleting comments or prohibiting comments. Accounts that are not official school accounts are those owned and operated by board members and employees for their personal use, even if they discuss school matters.

Every official school account administrator must keep a copy of any removed content or banned/blocked individual account and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4051
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Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

~~1. Staff may use social media for instructional purposes.~~

~~2.1.~~ Staff may use social media for school-related communication with fellow educators, ~~students,~~ parents, and patrons. Student communication must be consistent with the district's professional boundaries policies and expectations.

~~3.2.~~ Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter. This includes spotting AI-generated content, fakes, spoofs, and discerning the quality and reliability of content.

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2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

3. Staff shall not access social media networking sites such as Facebook, ~~TwitterX,~~ and Instagram, Snapchat, and TikTok on school-owned devices or during school time unless ~~such access is for an educational activity which has been preapproved by the staff member's immediate supervisor~~ permitted by district policy or preapproved by the staff member's

immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

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A. General Use and Conditions for School-Affiliated Accounts

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Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages or tags or links to official school accounts on another account may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, lascivious, true threat, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains fighting words or content that is threatening, harassing, or discriminatory ~~words or phrases~~;
- 3.4. Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;
- 4.5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
- 5.6. Contains any other threat to the safety of students and staff.

The district may restrict access to its official accounts for violations of these rules, such as deleting comments or prohibiting comments. Accounts that are not official school accounts are those owned and operated by board members and employees for their personal use, even if they discuss school matters.

Every official school account administrator must keep a copy of any removed content or banned/blocked individual account and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4057 Superintendent Evaluation

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding, and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the **October** board meeting, and (2) at or prior to the **January** board meeting. Annual evaluations shall generally take place during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. If the superintendent's evaluation is conducted at a board meeting, the superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4057 Superintendent Evaluation

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding, and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the **October** board meeting, and (2) at or prior to the **January** board meeting. Annual evaluations shall generally take place ~~at a board meeting held~~ during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. If the superintendent's evaluation is conducted at a board meeting, ~~the~~ superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

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Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete behavioral and mental health training with a focus on suicide awareness and prevention training every year. The training may include, but need not be limited to, topics such as identification of early warning signs and symptoms of behavioral and mental health issues in students, appropriate and effective responses for educators to student behavioral and mental health issues, trauma-informed care, and procedures for making students and parents and guardians aware of services and supports for behavioral and mental health issues.

The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education’s list of approved training materials. The length of the training shall be a reasonable amount as determined by the school board.

These employees must complete the training designated by the school district or superintendent no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete ~~at least one hour of~~ behavioral and mental health training with a focus on suicide awareness and prevention training every year. The training may include, but need not be limited to, topics such as identification of early warning signs and symptoms of behavioral and mental health issues in students, appropriate and effective responses for educators to student behavioral and mental health issues, trauma-informed care, and procedures for making students and parents and guardians aware of services and supports for behavioral and mental health issues.

The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education’s list of approved training materials. The length of the training shall be a reasonable amount as determined by the school board.

These employees must complete the training designated by the school district or superintendent no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a exempt school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending exempt schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

Commented [1]: This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's total absences to the student's parent or guardian. When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

Commented [2]: The board may select any number of unexcused absences to trigger the notification and meeting requirements.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a exempt school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending exempt schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

Commented [1]: This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer ~~will follow the attached procedure for addressing barriers to the student's attendance. may send written notification of the student's total absences to the student's parent or guardian.~~ When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

Commented [2]: The board may select any number of unexcused absences to trigger the notification and meeting requirements.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer ~~may~~**must** file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer ~~may~~**must** file a report with the appropriate county attorney.

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences

through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5002
Admission of Students

Students shall be admitted to the school district who are required by law to be enrolled or are permitted to enroll by law or board policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5002 Admission of Students

Students shall be admitted to the school district who are required by law to be enrolled or are permitted to enroll by law or board policy.

- ~~• legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;~~
- ~~• approved for option enrollment pursuant to policy;~~
- ~~• approved as foreign exchange students pursuant to policy;~~
- ~~• legal residents of a district that has contracted with this district for their educational services;~~
- ~~• statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or~~
- ~~• out-of-state students who have been enrolled pursuant to policy.~~

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a primary basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Eligibility and Application for Enrollment. A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of this school district or a resident of another school district attending a private, denominational, parochial, or exempt school. For residents of another school district, the student is only eligible to part-time enroll if
 - a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity, or
 - b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
3. has not graduated from high school; and
4. has not received a graduate equivalency diploma.

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [redacted] prior to the year of enrollment. For second semester high school courses, the application must be filed by [redacted]. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

Limitations Based on Resources. The part-time enrollment of students is subject to limitations for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Students accepted for part-time enrollment shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Students accepted for part-time enrollment shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Students accepted for part-time enrollment are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and staff. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course, course-related activity, or an extracurricular activity or sport, unless the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate in non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not

regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester and enrolled in the number of credit hours at this school district set out below. Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a ~~part-time~~primary basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who ~~resides in the school district but~~ attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Eligibility and Application for Enrollment. ~~The parent or guardian of an exempt school student who is~~ A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of ~~the this~~ school district or a resident of another school district attending a private, denominational, parochial, or exempt school. For residents of another school district, the student is only eligible to part-time enroll if

 - a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity, or
 - b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;

3. has not graduated from high school; and
4. has not received a graduate equivalency diploma.

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by ~~of prior to~~ the year of enrollment. For second semester high school courses, the application must be filed by . For students who move into the district mid-semester, the application must be filed within **20** days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian ~~of an exempt school student~~ must apply for enrollment each school year.

Limitations Based on Resources. The ~~part-time~~ enrollment of ~~exempt school~~ students is subject to limitations ~~established by the district~~ for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. ~~Exempt school students~~Students accepted for part-time enrollment shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. ~~Exempt school students~~Students accepted for part-time enrollment shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements ~~for such~~ including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. ~~Exempt school students~~Students accepted for part-time enrollment are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and ~~teaching personnel~~staff. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course, ~~or~~ course-related activity, or an extracurricular activity or sport, unless ~~the course or course-activity requires their presence or~~ the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the ~~public~~ school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities ~~offered by~~ that any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district

is a member must be enrolled in 5 credit hours in this school district to participate. **[Choice A: let them participate non-regulated activities without enrolling in classes]** Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. **[Choice B: require some number of credit hours from the district to participate in non-regulated activities]**. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least **[insert your number here]** credit hours on a part-time basis.

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester and enrolled in the number of credit hours at this school district set out below, ~~with at least 5 credit hours of enrollment in the public school district.~~ Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. **[Choice A: let them participate non-regulated activities without enrolling in classes]** Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. **[Choice B: require some number of credit hours from the district to participate in non-regulated activities]**. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least **[insert your number here]** credit hours on a part-time basis.

All ~~part-time~~ students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are

entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5015 Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 - (1) that is created by a person or entity other than a district staff member or student;
 - (2) regardless of whether the student answering the questions can be identified; and
 - (3) regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 - (1) Political affiliations or beliefs of the student or the student's parent(s);
 - (2) Mental or psychological problems of the student or the student's family;
 - (3) Sexual behavior or attitudes;
 - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
 - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
 - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

- written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.
- d. The district will also comply with any survey requirements found in the district's policy on Parent Involvement in Education Practices.

2. Invasive Physical Examinations

- a. The term "invasive physical examination" means:
- i. any medical examination that involves the exposure of private body parts; or
 - ii. any act during such examination that includes incision, insertion, or injection into the body; and
 - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
- i. required as a condition of attendance;
 - ii. administered by the school and scheduled by the school in advance; and
 - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:
- i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
 - i. student's and parent(s)' first and last name;
 - ii. home or other physical address;
 - iii. telephone number; and/or
 - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
 - i. post-secondary education recruitment;
 - ii. military recruitment;
 - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
 - iv. student recognition programs.

4. Inspection of Instructional Material

- a. Definition
 - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
 - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;
 - ii. how to opt their child out of participation in activities as provided for in this policy;
 - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
 - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5015 Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 - (1) that is created by a person or entity other than a district staff member or student;
 - (2) regardless of whether the student answering the questions can be identified; and
 - (3) regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 - (1) Political affiliations or beliefs of the student or the student's parent(s);
 - (2) Mental or psychological problems of the student or the student's family;
 - (3) Sexual behavior or attitudes;
 - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
 - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
 - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

written consent of a student's parent(s) before the student participates in the survey.

- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.
- d. The district will also comply with any survey requirements found in Policy 5108 –the district's policy on Parent Involvement in Education Practices.

2. Invasive Physical Examinations

- a. The term "invasive physical examination" means:
 - i. any medical examination that involves the exposure of private body parts; or
 - ii. any act during such examination that includes incision, insertion, or injection into the body; and
 - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
 - i. required as a condition of attendance;
 - ii. administered by the school and scheduled by the school in advance; and
 - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:

- i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
 - i. student's and parent(s)' first and last name;
 - ii. home or other physical address;
 - iii. telephone number; and/or
 - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
 - i. post-secondary education recruitment;
 - ii. military recruitment;
 - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
 - iv. student recognition programs.

4. Inspection of Instructional Material

- a. Definition
 - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
 - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.

- d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;
 - ii. how to opt their child out of participation in activities as provided for in this policy;
 - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
 - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as email, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

[OPTION 1] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

[OPTION 2] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is _____ **[INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]**

[OPTION 3] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal

and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student

seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as email, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

[OPTION 1] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

[OPTION 2] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is _____ **[INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]**

[OPTION 3] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal

and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student

seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5018 Parent Involvement in Education Practices

For purposes of this policy, “parent” includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents to participate in the education of their children are preserved.

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials (“curricular materials”) as follows:
 - a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
 - b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
 - c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
 - d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
 - b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.
 - a. Parents must submit this request in writing to the building principal for consideration.
 - b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.
 - c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.
4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents will be informed of the circumstances under which they may opt-out of state and federal assessments.

a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents of eligible students with reasonable notice prior to the exam being administered. Parents wishing to opt their students out of the NAEP assessment must notify the district in writing at least **three** days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents will be notified of their right to remove their children from surveys prior to district participation in surveys.

a. The principal must approve all surveys intended to gather information from students before they are administered to students.

- b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.
 - c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.
 - d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.
 - e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.
 - f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.
 - g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.
8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5018

Parent ~~and Guardian~~ Involvement ~~In-in~~ Education Practices

For purposes of this policy, "parent" includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental ~~and guardian~~ involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents ~~and guardians~~ to participate in the education of their children are preserved.

1. ~~Parents/Guardians~~ will be provided access, ~~as described in district procedures,~~ to district-approved textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials ("curricular materials") ~~textbooks and other curricular materials and tests used in the district upon request~~ as follows:-
 - a. A parental request to review specific ~~approved textbooks and other district- or building-approved~~ curricular materials (written, visual, ~~or~~ audio) should be made to the principal of the building where the ~~textbooks and curriculum~~ curricular materials are used.
 - ~~b.~~ Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the ~~The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption of the instructional processto the efficient operations of the district.~~
 - ~~b-c.~~ The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
 - ~~c.d.~~ A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to

the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/~~Guardians~~ will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/~~guardians~~ are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental/~~guardian~~ observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
 - b. Parents/~~guardians~~ may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. ~~Parents/guardians will be permitted, within district procedures, to ask~~ may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.
 - a. Parents must submit this request in writing to the building principal for consideration.
 - a.b. Building principals may excuse a student from any ~~single~~ school event~~experience~~ at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.
 - b.c. When ~~the building principal determines it appropriate~~, alternative experiences ~~will~~ may be provided for the student by the school.

4. Parents/~~guardians~~ will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/~~guardians~~ will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/~~guardians~~ will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/~~guardians~~ of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents ~~or guardians~~ to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot “approve” the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/~~guardians~~ of eligible students with reasonable notice prior to the exam being administered. Parents/~~guardians~~ wishing to opt their students out of the NAEP

assessment must notify the district in writing at least **three** days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/**guardians** will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/**guardians** may restrict their child from participating in any survey.
 - c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.
 - d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.
 - e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.

f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

b.8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031 Student Appearance

General Regulations. The District prohibits student attire or appearance that:

- Causes or is likely to cause a material and substantial disruption to the District's programs and activities.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.
- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

The District reserves the right to request immediate attire changes from students. The District will require students to adhere to uniform standards and/or wear district approved or issued uniforms in order to participate in activities.

Altering a student's appearance or removing or altering a student's attire without consent from their parent/guardian/caregiver is not allowed. Additionally, students' hair should not be permanently or temporarily altered by school personnel.

Cultural and Religious Attire. Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are not limited to braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

Any person who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location where the person is otherwise authorized to be on school grounds or at any school function.

Health and Safety Considerations. Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs,

grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

Health and Safety Accommodation Process. If a health and safety standard accommodation is necessary, the District will:

1. Engage in a good-faith effort to reasonably accommodate the student and
2. Notify the student's parent or guardian of such an attempt to accommodate the student's appearance or any attire, tribal regalia, hairstyles, adornment, or other characteristic associated with race, national origin, or religion
3. Attempt to obtain consent from a student's parent or guardian prior to altering a student's appearance or removing or altering a student's attire, tribal regalia, hairstyle, adornment, or other characteristic associated with race, national origin, or religion.

Recordkeeping. The District will record efforts made to accommodate a student's appearance, attire, hairstyle, adornment, or other characteristics associated with race, religion, sex, disability, or national origin. Each record must include: the student's name; federally identified demographic characteristics; date of the occurrence; the health and safety standard relating to the accommodation; the nature of the accommodation requested; staff involved; communication with parents/guardians/caregivers, and; the outcome of the effort.

Enforcement. Violations of this policy shall be addressed in a manner consistent with the board's policies regarding student discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031 Student Appearance

~~Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.~~

General Regulations. The District prohibits student attire or appearance that:

- Causes or is likely to cause a material and substantial disruption to the District's programs and activities.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.
- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

The District reserves the right to request immediate attire changes from students. The District will require students to adhere to uniform standards and/or wear district approved or issued uniforms in order to participate in activities.

Altering a student's appearance or removing or altering a student's attire without consent from their parent/guardian/caregiver is not allowed. Additionally, students' hair should not be permanently or temporarily altered by school personnel.

Cultural and Religious Attire. Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are not limited to braids,

locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

Any person who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location where the person is otherwise authorized to be on school grounds or at any school function.

Health and Safety Considerations. Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs, grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

Health and Safety Accommodation Process. If a health and safety standard accommodation is necessary, the District will:

1. Engage in a good-faith effort to reasonably accommodate the student and
2. Notify the student's parent or guardian of such an attempt to accommodate the student's appearance or any attire, tribal regalia, hairstyles, adornment, or other characteristic associated with race, national origin, or religion
3. Attempt to obtain consent from a student's parent or guardian prior to altering a student's appearance or removing or altering a student's attire, tribal regalia, hairstyle, adornment, or other characteristic associated with race, national origin, or religion.

Recordkeeping. The District will record efforts made to accommodate a student's appearance, attire, hairstyle, adornment, or other characteristics associated with race, religion, sex, disability, or national origin. Each record must include: the student's name; federally identified demographic characteristics; date of the occurrence; the health and safety standard relating to the accommodation; the nature of the accommodation requested; staff involved; communication with parents/guardians/caregivers, and; the outcome of the effort.

Enforcement. Violations of this policy shall be addressed in a manner consistent with the board's policies regarding student discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031 Student Appearance

The board directs the Administration to develop and maintain a dress code that governs student appearance and that shall be included within the student handbook(s). The Administration may elect to adopt different versions of the dress code for different schools, buildings, or grades (e.g., elementary dress code, high school dress code, etc.).

General Regulations. Dress codes adopted in conformance with this policy may prohibit student attire or appearance that:

- Causes or is reasonably likely to cause a material and substantial disruption to the District's programs and activities.
- Invades the rights of others.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, lewd speech, indecent speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.
- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

Students may be required to adhere to uniform standards and/or wear district-approved or issued uniforms in order to participate in activities.

Specific Limitations on Dress Codes. Except as provided in the *Health and Safety Standard* below, the specific dress codes enacted pursuant to this policy may not:

- Target, disproportionately impact, discriminate, or be applied in a discriminatory manner against any students on the basis of race, religion, sex, disability, or national origin;
- Prohibit a student from wearing attire associated with race, national origin, or religion (including religious attire, natural and protective hairstyles, adornments or other such characteristics); or
- Require a student's hair be permanently or temporarily altered.

Health and Safety Standard. Notwithstanding these *Specific Limitations on Dress Codes*, this policy allows for dress codes to regulate characteristics associated with race, national origin, or religion under the following circumstances:

- In the absence of regulating the student's appearance or attire, it is reasonably certain that the health and safety of the student or another individual will be impaired;
- Regulating the student's appearance or attire is for nondiscriminatory reasons;
- Regulation of the student appearance or attire is applied equally;
- The administrator (or his or her designee) engages in a good-faith effort to reasonably accommodate the student and notifies the student's parent or guardian, in a language that such parent or guardian understands, of the school district's attempt to accommodate the student's appearance or attire; and
- The school district uses a process to obtain written or oral consent from a student's parent or guardian prior to altering a student's appearance or removing or altering a student's attire.

Record Retention. When the *Health and Safety Standard* is used, the school must keep records on each effort to reasonably accommodate a student's appearance or attire, hairstyle, adornment, or other characteristics associated with race, national origin, or religion occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:

- The reason for such student's referral relating to the dress code; and
- Federally identified demographic characteristics of such student.

Dress Code Enforcement. School personnel are authorized to request immediate changes in the appearance or attire of student so as to remedy any dress code violations. Enforcement of dress code violations must be done in a manner that is consistent with a school's overall discipline plan and in a consistent manner. A student's violation of the dress code shall not subject the student to long-term suspension, expulsion, or mandatory reassignment as provided in NEB. REV. STAT. § 79-267. A violation of the dress code may not require the student to miss substantial classroom time, instruction time, or school activities.

Under no circumstances is any administrator, teacher, other member of the school district's staff, or any school district contractor allowed to permanently or temporarily alter or cut a student's hair.

No student shall be disproportionately affected by dress code enforcement because of the student's gender, race, color, religion, disability, or national origin.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031
Student Appearance

Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: August 14, 2024

5034
[INTENTIONALLY LEFT BLANK]

Adopted on: _____

Revised on: _____

Reviewed on: _____

5105
Extracurricular Drug Testing Program

It shall be the policy of Johnson County Central Public Schools that the school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 9-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

1. Purpose of Random Drug Testing

- a. The school district has recognized that observed and suspected drug and alcohol use and abuse has increased among the student population, including students participating in extracurricular activities.
- b. The school district seeks to provide safe, drug-free schools.
- c. The school district seeks to deter the use of illegal and prohibited drugs and alcohol among students.
- d. The school district recognizes that students who use illegal and prohibited drugs pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
- e. The school district finds that the drug and alcohol problem among the student body will be effectively addressed by making sure that the large number of students participating in extracurricular activities do not use drugs and alcohol.

2. Notice. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook.

3. Drug Testing Coordinator. The Drug Testing Coordinator shall be the

_____ or his or her designee unless otherwise indicated.

- 4. Extracurricular Activities.** This policy applies to any activity that meets the guidelines of an extracurricular activity at the school district which includes but is not necessarily limited to the following:

Academic Decathlon	FFA	Soccer
Art Club	Football	Speech
Band	Golf	Student Council
Baseball	HOSA	Track
Basketball	Homecoming Dance	Prom
Bowling	Musical	Volleyball
Cheerleading	National Honor Society	Wrestling
FBLA	Play Production	
Chorus	Prom	
Cross Country	Quiz Bowl	
FBLA	Skills USA	

5. Students Who Are Required to Submit to Drug Testing

- a. Grades.** All students in grades 9-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.
- b. Consent.** Any student and his/her parents/guardians must sign a consent form before the student shall be eligible to try out for, practice with, or participate in extracurricular activities prior to each year. The consent form is attached to this policy. Students and parent must submit a signed copy of the policy to the high school office before fall practices begin. Students not participating in a fall activity must submit a signed copy of the policy to the high school office within 3 days of the first day of school. Failure to do so will result in the student not being able to participate in activities for the entire school year. Students new to Johnson County Central must sign and submit within five school days

before participating in extracurricular activities. Students shall remain in the selection pool for an entire school year.

- c. **Selection Pool Eligibility.** Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district.
 - d. **Withdrawal.** Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for one calendar year. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Testing Coordinator.
6. **Drugs.** Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:
- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*
 - b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;

- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in NEB. REV. STAT. § 48-1902(1).

7. Testing Procedures

- a. **Student Selection.** All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing.
- b. **Reasonable Suspicion Testing.** In addition to random drug testing, a student is subject to drug testing at any time when the Drug Testing Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used drugs or alcohol. The Drug Testing Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. **Parental Request.** Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.
- d. **Type of Test.** The school district reserves the right to utilize breath, saliva, hair or urinalysis testing procedures. Urine and oral fluid samples which screen positive will be confirmed by GC/MS. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).
- e. **Collection Site.** The Drug Testing Coordinator will designate the

collection site at which student will provide specimens. The collection site may be off the premises of the school district.

- f. Collection Procedures.** The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.
- g. Drugs.** Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic

opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.

- h. Results.** The DPA shall notify the student and the Drug Testing Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Testing Coordinator of the positive test result. The Drug Testing Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- i. Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Testing Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

8. Negative Tests. Students and their parents will receive verbal or written notice when the student's test result is negative.

9. Consequences for Testing Positive. Whenever the test results indicate the presence of drugs, Drug Testing Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Testing Coordinator shall explain the drug testing procedures and the policy of the district. The consequences for a positive test shall follow the Johnson County Central Handbook under the Activity Code of Conduct. Students who test positive shall also be required to have follow-up drug testing at least once per month for the remainder of that school year. After a total of three (3) positive tests in one school year, the parent/guardian of that student shall be required to pay for any subsequent drug testing. Should the parent/guardian refuse to pay for subsequent drug testing, the student will remain ineligible until such payment is received. Payment must be received prior to the drug testing.

10. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to

participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year

11. Tampering

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the Drug Testing Coordinator determines that a student tampered with a drug test, the student shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year.

12. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug testing results with any law enforcement agencies.

13. Appeal.

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the Board of Education.

14. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

First Reading of Policy: June 13, 2013

Adopted on: _____

Revised on: _____

Reviewed on: July 11, 2022

Reviewed on: May 10, 2023

**JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS CONSENT TO
PERFORM RANDOM DRUG TESTING 201_-201_**

Student Name _____ Grade _____ As a student and parent:

- We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violations of the Extracurricular Drug Testing Policy.
- We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.
- We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent statement and agree to its terms.
- We understand this is binding while a student is enrolled in Johnson County Central_School District.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs and alcohol in accordance with the Extracurricular Drug Testing Program adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities in which this student might participate during the current school year.

We hereby release the _ Board of Education and its employees from any legal responsibility or liability for the release of such information and records, pursuant to the policy.

Student Signature _____ Date_____

Parent/Guardian Signature _____ Date_____

**JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS WITHDRAWAL
OF STUDENT FROM ACTIVITY 20__-__SCHOOL YEAR**

I understand that by signing this form I am rescinding my permission for random drug screening and no longer wish to participate in any extracurricular activity. I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities for one calendar year.

I hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities for the remainder of the school year at the school district.

Student's Printed Name: _____

Signature: _____ Date: _____

Parent/Guardian's Printed Name: _____

Signature: _____ Date: _____

6025
Student Cell Phone and Other Electronic Devices

Students may NOT use cellular phones or other electronic devices while at school during school hours.

Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally-owned tablet, gaming device, etc.) during school hours is in violation of this policy and the student code of conduct.

Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.

In addition to the disciplinary consequences imposed, on the second offense, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.

Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.

Adopted on: September 14, 2022

Revised on: _____

Reviewed on: July 12, 2023

Reviewed on: July 10, 2024

Reviewed on: July 14, 2024

6025
Student Cell Phone and Other Electronic Devices

[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]

(USE AT SCHOOL OPTION)

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's

administration, be subject to additional discipline, up to and including suspension or expulsion.

(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

(COMPLETE BAN OPTION)

Students may NOT use cellular phones or other electronic devices while at school during school hours.

Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally-owned tablet, gaming device, etc.) during school hours is in violation of this policy and the student code of conduct.

Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.

In addition to the disciplinary consequences imposed, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.

Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within one school day of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ten school days after the initial date of exclusion; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing

the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within ~~two~~one school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ten school days after the initial date of exclusion; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her

parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6034 Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

- a. Require all coaches and trainers to complete a training course approved by the Chief Medical Officer on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury.
- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - 1 The signs and symptoms of a concussion;
 - 2 The risks posed by sustaining a concussion; and
 - 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed health care professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student’s parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall follow the model provided by the Nebraska Department of Education. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6034 Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

- a. Require all coaches and trainers to complete a training course approved by the Chief Medical Officer one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury.÷
 - ~~HEADS UP to Youth Sports Coaches: Online Concussion Training~~Heads UP Concussions in Youth Sports
 - ~~Concussion in Sports (NFHS) – What You Need to Know~~
 - ~~Sports Safety International~~
 - ~~ConcussionWise~~
 - ~~ACTIVE™ Athletic Concussion Training for Coaches; and~~
- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - 1 The signs and symptoms of a concussion;
 - 2 The risks posed by sustaining a concussion; and
 - 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

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- a. has been evaluated by a licensed health care professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and

- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall ~~be the guidance~~ follow the model provided by the Nebraska Department of Education, entitled "Bridging the Gap from Concussion to the Classroom REAP," and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6044
Participation and Assignment of Athletic Teams

Designation of Athletic Team or Sport. The terms male, female, and coed are defined as provided by state law. All athletic and sports teams of the district are hereby designated as male, female, or coed as follows:

Sport/Team	Designation
Football	Male
Volleyball	Female
Cross Country	Male and Female Teams
Golf	Male and Female Teams
Basketball	Male and Female Teams
Wrestling	Male and Female Teams
Track	Male and Female Teams
Track and Unified Track	Male, Female, and Coed Teams
Bowling and Unified Bowling	Male, Female, and Coed Teams
Baseball	Male
Softball	Female
[INSERT ALL OF YOUR SPORTS]	

Participation on Assigned Teams. Males shall not participate on teams designated for females. Females may only participate on male teams when there is no female team offered or available for such sport. Males and females may participate on coed teams and in coed events as long as their participation is consistent with the eligibility and other rules of that team or event.

Determination of Student Sex. To determine eligibility, a student and the student's parent or guardian shall provide the district with confirmation of the student's sex on a document signed by a doctor or signed under authority of a doctor.

Conduct of Visitors and the Public. Visitors and members of the public attending district interscholastic team activities are expected to comply with all district policies and practices, including sportsmanship rules.

Adopted on: _____
 Revised on: _____
 Reviewed on: _____

6045

Behavioral Intervention

General Approach. The district utilizes a tiered system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

Interaction with Student Discipline Policy. This policy does not replace the Student Discipline policy or limit the District's authority under the Student Discipline Act when behaviors warrant action under that policy or Act.

Classroom Removal. Students may be removed from the classroom if the student poses a threat to their own safety, the safety of others, or the environment or if the student's behavior is disruptive to the learning environment. When appropriate, prior to removal staff should consider the use of de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 or comparable interventions.

When classroom removal is appropriate, the District will consider whether the student requires additional support to transition back to the classroom and continue to monitor the student's behavior to adjust interventions and supports as needed.

Required Training. The School District, independently or through the educational service unit, will develop and provide behavioral awareness and intervention training to employees with behavioral management responsibilities. Each employee with behavior management responsibilities must complete the behavioral awareness and intervention training during the 2026-27 school year or during the first year of employment with the district. The length of such training will be at least **X** hours.

Behavioral Awareness Point of Contact (BAPC). Each school building must designate one or more school employees as a BAPC. Each BAPC must have knowledge of community services providers and other resources available for students and families. Each BAPC must coordinate access to support services for students.

The BAPC will be identified on the district website and in the school directory.

Adopted on: _____

Revised on: _____

Reviewed on: _____

OPTION AGREEMENT TO PURCHASE REAL ESTATE

This OPTION AGREEMENT TO PURCHASE REAL ESTATE (the "Agreement") is hereby entered into and made effective January 15, 2021, by and between **Johnson County School District No. 49-0050**, commonly known as **Johnson County Central Public Schools** ("Buyer") and **David and Suzanne Wilson** ("Seller") (collectively, the "Parties").

RECITALS

WHEREAS, Seller is the owner in fee simple absolute of certain real property consisting of approximately 52.3 acres, together with all improvements, located in Johnson County, Nebraska, and legally described as follows:

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

(the "Property"); and

WHEREAS, Buyer desires to procure an option to purchase the Property upon the terms and provisions as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. **Recital Incorporated Herein.** The foregoing recitals are incorporated herein by this reference with the same force and effect as if the same were set forth in the body of this Agreement section in their entirety.

2. **Exclusive Option to Purchase the Property.** Seller hereby grants Buyer the exclusive and irrevocable option to purchase the Property (the "Option") upon the terms and conditions set forth in this Agreement.

3. **Option Payment.** Upon execution of this Agreement, Buyer will pay Seller the total amount of Fifty Thousand Dollars (\$50,000) (the "Option Payment"). The Option Payment will not be deducted from the Purchase Price of the Property and is paid to Seller as consideration for entering into this Agreement and granting the Option herein.

4. **Right to Exercise Option.** The Option may be exercised by the Buyer, at its sole discretion, at any time at or before 11:59 pm on **January 15, 2026**, by personal delivery of notice in writing to Seller or by sending the same to the following address: 1109 North 5th Street, Tecumseh, Nebraska 68450. Any notice of Buyer exercising the Option will be deemed delivered to Seller upon deposit in the U.S. Mail, Certified, Return Receipt Requested, addressed to the above address.

5. **Term and Extension.** This Agreement shall be valid and remain in force for at least five (5) years following the effective date stated above and upon Buyer's exercise of the Option will be automatically extended until such time as the

Closing occurs. This Agreement may be extended for an additional two (2) years by Buyer paying Seller the amount of Thirty Thousand Dollars (\$30,000) (the "Extension Fee") by school district check at any time prior to expiration of the initial term stated herein.

6. **Purchase Price.** In consideration of Seller's agreement to convey the Property, and subject to the terms, conditions, and limitations of this Agreement, Buyer agrees to pay Seller the sum of Eight Hundred Thousand Dollars Only (\$800,000) (the "Purchase Price") at Closing.

7. **Closing.** Closing shall take place within ninety (90) days of Buyer's exercise of the Option. Buyer has the right to determine the time, date, and place of Closing. Time is of the essence of this Agreement.

8. **Title.** Within 30 days after Buyer has exercised its Option, the Seller shall deliver to Buyer a Certificate of Title or Title Abstract covering the Property that shall reflect that marketable fee simple title to the subject Property is vested in Seller and that the same is insurable by a title insurance company licensed to do business in the State of Nebraska. The Certificate or Abstract shall be subject only to taxes for the current year and those easements and encumbrances shown in the Limited Title Report dated October 1, 2020, attached hereto as Exhibit A and incorporated herein by this reference. If the Certificate or Abstract reflects any other exceptions to the title unacceptable to Buyer, Buyer shall notify the Seller in writing of any defects within 30 days (the "Title Review Period") and the Seller shall have up to 30 days in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Buyer within 30 days, it shall be the option of the Buyer either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is cancelled pursuant to this paragraph, all money paid by the Buyer to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Buyer, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Buyer, the Closing shall occur within 30 days after expiration of the Title Review Period.

9. **Title Insurance Policy.** Buyer may obtain title insurance insuring Buyer's interest in the Property in an amount equal to the Purchase Price subject only to (a) liens of current local property taxes, not yet due and payable; and (b) such covenants, conditions, and restrictions of record, public utility easements, and zoning ordinances which will not adversely affect the value of the Property for Buyer's intended use (hereinafter collectively referred to as "Title Insurance"). The premium for the Title Insurance shall be paid entirely by Buyer.

10. **Delivery of Deed.** At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, substantially similar to the form attached hereto as Exhibit B, conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject only to exceptions acceptable to Buyer.

11. **Possession.** Buyer shall be entitled to possession of the Property at Closing.

12. **Closing Costs.** The following fees and costs shall be shared equally by the Parties: (a) any fee that becomes payable upon recordation of the warranty deed conveying title to the Property from Seller to Buyer; (b) applicable Nebraska Documentary Stamp Taxes, if any, that become payable upon recordation of the warranty deed; and (c) any other closing costs.

13. **Taxes.** Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the closing date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Johnson County, Nebraska. Any property tax credit applicable to the Property under the Nebraska Property Tax Credit Act for the year of the date of possession shall be prorated to the date of possession. The credit shall be prorated on the basis of the most recently certified property tax credit available from the appropriate governing body at the time of closing. The most recently certified property tax credit shall be the prior year's certified property tax credit until a new credit is certified.

14. **Maintain Property.** Seller agrees to maintain the Property in its present condition until delivery of possession.

15. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

- a. **No Options or Rights of First Refusal.** The Property is free and clear of all liens and encumbrances not recorded. Additionally, and without limiting the foregoing, the Property is not encumbered in any way by any rights of first refusal, options to purchase, or any other preemptive right to purchase the Property.
- b. **No Hazardous Substances.** There has been no release, threatened release, presence, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property. As used herein, the term "Hazardous Substance" shall mean any substance which is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (3) any substance regulated by Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (4) gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) radon gas; and (8) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any applicable federal or state laws relating to any of the Property. Hazardous substances shall

include, without limitation, any substance, the presence of which on the property, (a) requires reporting, investigation, or remediation under applicable law, (b) causes or threatens to cause a nuisance on the property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the property or adjacent property; or (c) which, if emanated or migrated from the property, could constitute a trespass.

- c. **Survival.** All of Seller's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

16. **Inspections and Testing.** Upon Buyer's exercise of its Option, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall provide notice to Seller of the need to access the Property, and such notice shall be provided by phone call to (402) 335-3189 or (402) 335-0189 or text message to (402) 335-0189. Buyer shall restore the Property if (a) such tests alter the grade, compaction, or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend, and hold harmless Seller from and against: (i) any and all claims, actions, damages, or expenses (including attorney's fees) arising from Buyer's tests and/or inspections conducted on the Property (including personal injury, death, and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

- a. Buyer will notify Seller in writing within 30 days of the completion of any test or inspection (i) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (ii) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").
- b. If the Buyer does not provide the Seller with either of the notices indicated in the foregoing paragraph within 30 days of the completion of the test or inspection, the Property will be deemed acceptable to the Buyer.
- c. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.
- d. Seller shall have five days to respond, in writing, to a Deficiency Notice from Buyer. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.
- e. By accepting the Property, Buyer does not waive, release, or relinquish any claims it might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

17. **Environmental Liability.** Nothing herein shall be construed to relieve Seller of liability arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance" to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Further, nothing herein shall be construed to transfer liability, including without limitation any financial obligation or indemnity obligation, from Seller to Buyer arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Seller expressly agrees that to the extent that there is any presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date, then: (a) a party other than Buyer was the "sole cause" of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" and the damages caused thereby; (b) Buyer did not actually know of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" prior to the Closing Date; and (c) Buyer undertook appropriate inquiry prior to the Closing Date to minimize its liability. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement.

18. **Other Costs.** Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement.

19. **No Brokers.** Neither Party has entered into any contract, arrangement, or understanding with any person or firm which may result in the obligation of either party to pay any finder's fee, brokerage, or agent's commission, or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

20. **Buyer's Conditions of Closing.** Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

- a. **Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, substantially similar to the form attached hereto as Exhibit B, in accordance with section 10 of this Agreement.
- b. **Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

21. **Seller's Conditions of Closing.** Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

- a. **Payment.** At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with section 6 of this Agreement.

22. **Successors-in-Interest and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, and each of their respective insurers, legal representatives, heirs, devisees, successors, assigns, personal representatives, and agents. Notwithstanding any provision to the contrary, the death of Seller will not terminate, diminish, or excuse any of Seller's obligations hereunder. Sellers shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

23. **No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely and exclusively for their own benefit. This Agreement does not and is not intended to confer any right or remedies upon any person or entity other than the Parties. Nothing herein shall be construed to create any third-party beneficiary rights in any other person or entity not a Party hereto

24. **Counterparts.** This Agreement may be executed, acknowledged, delivered, and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered, or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.

25. **Delivery of Documents.** This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: David and Suzanne Wilson
1109 North 5th Street
Tecumseh, Nebraska 68450

If to Buyer: Johnson County Central Public Schools
Attn: Superintendent
358 North 6th Street
Tecumseh, NE 68450

or to such other address as any party shall specify by written notice so given. Notwithstanding the foregoing, any notice of Buyer exercising the Option will be deemed delivered to Seller as provided by section 4 above.

26. **Execution of Additional Documents.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title, and interest in and enjoyment of the Property assigned, transferred, and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

27. **Assignment.** Seller shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Buyer.

28. **Governing Law.** All aspects of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to its choice of law rules.

29. **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

30. **Waiver.** By written notice to the other, either Party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any Party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving Party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

31. **Construction.** All parties have cooperated in the drafting and preparation of this Agreement. Thus, this Agreement should not be construed against or for any party.

32. **Recording.** Contemporaneously with the execution hereof, the Parties agree to execute a Memorandum of Option to Purchase in the form attached hereto as Exhibit C, which is incorporated herein by this reference, and record the same with the Johnson County, Nebraska, Register of Deeds. Buyer shall be responsible for all fees assessed in connection with the recording of such Memorandum of Option to Purchase.

33. **Entire Agreement.** This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the Parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between the Parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the Parties; or (c) any other

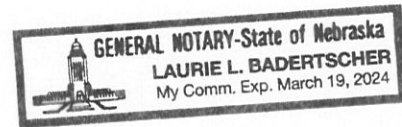
method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.

IN WITNESS WHEREOF, the Parties have caused this OPTION AGREEMENT TO PURCHASE REAL ESTATE to be effective as of the date set forth above.

BUYER:

Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools

By: Kim Wellensiek
Kim Wellensiek,
President of the Board of Education
Johnson County Central Public Schools



STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 13th day of January, 2021, by Kim Wellensiek, President of the Board of Education of Johnson County Central Public Schools.

Laurie L. Badertscher
Notary Public

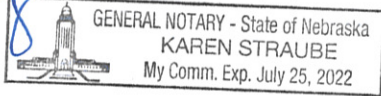
SELLER:

David Wilson

David Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by David Wilson.



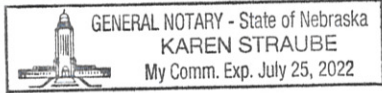
Karen Straube
Notary Public

Suzanne Wilson

Suzanne Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Suzanne Wilson.



Karen Straube
Notary Public

Exhibit A

[INSERT LIMITED TITLE REPORT

BY NEBRASKA TITLE CO. DATED OCTOBER 1, 2020]



NEBRASKA TITLE COMPANY

SERVICE BEYOND EXPECTATION

LIMITED TITLE REPORT

FILE NO: AUB0000683

TO: Johnson County Central Public Schools

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Johnson County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

Outlot D, Shawnee Ridge, Tecumseh, Johnson County, Nebraska, EXCEPT State of Nebraska Highway right of way.

GRANTEE IN LAST DEED OF RECORD:

David L. Wilson and Suzanne Wilson (Warranty Deed recorded April 7, 2009 in Book 56, Page 572)

UNRELEASED LIENS OF RECORD:

None of record

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

Against David L. Wilson to date - NONE
Against Suzanne Wilson to date - NONE

TAXES/ASSESSMENTS:

2018 and all prior years - paid in full
2019 in the amount of \$2,952.34 - all paid
Parcel ID No.: 490082435
Assessed Value: \$152,532.00

EASEMENTS AND RESTRICTIONS OF RECORD:

- a. Easement for Right-of-Way to the City of Tecumseh recorded December 26, 1935 in Book 20, Page 149.
- b. Deed to the State of Nebraska recorded July 2, 1941 in Book 28, Page 608.
- c. Easement to the State of Nebraska recorded July 2, 1941 in Book 21, Page 556.
- d. Ordinance #528 Annexing Real Estate to the City of Tecumseh dated August 14, 1967, recorded August 1, 1974 in Book 33, Page 22. Survey of Annexation Plat recorded August 18, 1967 in Book 24, Page 763.
- e. Right-of-Way Easement to the City of Tecumseh recorded December 12, 1978 in Book 34, Page 451.
- f. Plat and Protective Covenants for Shawnee Ridge recorded April 15, 1999 in Book 42, Page 82.

Effective Date: October 1, 2020 at 8:00 am

Nebraska Title Company

A handwritten signature in black ink, appearing to read "Daniel J. Johnson", written over a horizontal line.

By

Registered Abstractor

Please direct inquiries to: Christopher Andregg

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

STATE OF NEBRASKA, SS
JOHNSON COUNTY

Filed for record in the
County Clerk's office this
7 day of April 2009
at 2:20 o'clock P.M. and
recorded in Book 56
Page 572.

NEBRASKA DOCUMENTARY
STAMP TAX
April 7, 2009
236.25 By [Signature]

Kathleen M. Derven
County Clerk
[Signature]
Deputy

JOINT TENANCY WARRANTY DEED

LAYNE, LLC, A Nebraska Limited Liability Company,

GRANTOR, in consideration of

One Dollar and other good and valuable consideration,

received from GRANTEES,

DAVID L. WILSON AND SUZANNE WILSON, HUSBAND AND WIFE,

conveys to GRANTEES, as joint tenants and not as tenants in common, the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

Outlot D, Shawnee Ridge, Tecumseh, Johnson County, Nebraska, EXCEPT State of Nebraska Highway right of way.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR

1. is lawfully seized of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
2. has legal power and lawful authority to convey the same; and
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: APRIL 3, 2009.

LAYNE, LLC, Grantor

[Signature]
By: Robert L. Benes, Member

State of Nebraska, County of Lancaster -- ss.

The foregoing Joint Tenancy Warranty Deed was acknowledged before me on APRIL 3, 2009, by Robert L. Benes, Member on behalf of LAYNE, LLC, A Nebraska Limited Liability Company.


GENERAL NOTARY - State of Nebraska
BENJAMIN D. GERDES
My Comm. Exp. Aug. 29, 2010

[Signature]
Notary Public
My commission expires AUGUST 29, 2010

Nebraska Taxes Online

Tax Statement

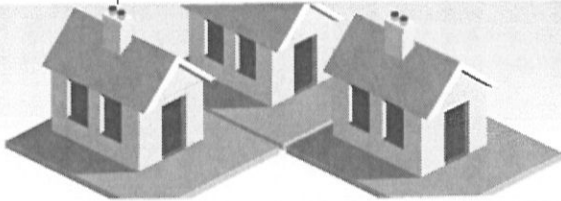
Served by WEBSERVER-1

Search 

Johnson County

 0  Step 4 of 8

Perm ID	Name	Legal
490082435	WILSON, DAVID L & SUZANNE 1109 N 5TH ST TECUMSEH NE 68450-2031	TECUMSEH -- SHAWNEE RIDGE ADDN OUTLOT D (52.3A) 52.300 ACRES



Levy Graph 

Value Graph 

Tax Graph 

Year	Statement	Value	Tax	Exemption	Net Tax	Balance Due
2019	002585	\$ 152,532	\$ 3,142.98	- \$ 190.64	\$ 2,952.34	\$ 0.00
2018	002579	\$ 152,532	\$ 3,078.24	- \$ 158.34	\$ 2,919.90	\$ 0.00
2017	004254	\$ 152,532	\$ 3,059.84	- \$ 161.00	\$ 2,898.84	\$ 0.00
2016	004244	\$ 152,174	\$ 2,932.84	- \$ 136.30	\$ 2,796.54	\$ 0.00
2015	002697	\$ 147,240	\$ 2,838.32	- \$ 138.54	\$ 2,699.78	\$ 0.00
2014	004262	\$ 126,790	\$ 2,565.74	- \$ 90.70	\$ 2,475.04	\$ 0.00
2013	004249	\$ 102,950	\$ 2,210.68	- \$ 67.92	\$ 2,142.76	\$ 0.00
2012	004240	\$ 88,310	\$ 1,931.86	- \$ 63.14	\$ 1,868.72	\$ 0.00
2011	004236	\$ 69,620	\$ 1,557.88	- \$ 52.44	\$ 1,505.44	\$ 0.00
2010	004234	\$ 69,620	\$ 1,544.46	- \$ 54.94	\$ 1,489.52	\$ 0.00
2009	004228	\$ 69,620	\$ 1,546.06	- \$ 57.24	\$ 1,488.82	\$ 0.00
2008	000127	\$ 69,620	\$ 1,541.28	- \$ 59.96	\$ 1,481.32	\$ 0.00
2007	000131	\$ 92,830	\$ 2,071.38	- \$ 77.26	\$ 1,994.12	\$ 0.00
2006	002571	\$ 61,100	\$ 1,291.68	\$ 0.00	\$ 1,291.68	\$ 0.00
2005	002559	\$ 61,100	\$ 1,223.14	\$ 0.00	\$ 1,223.14	\$ 0.00
2004	002541	\$ 61,100	\$ 1,322.36	\$ 0.00	\$ 1,322.36	\$ 0.00
2003	002719	\$ 61,100	\$ 1,297.52	\$ 0.00	\$ 1,297.52	\$ 0.00
2002	002553	\$ 61,100	\$ 1,177.72	\$ 0.00	\$ 1,177.72	\$ 0.00
2001	002570	\$ 104,600	\$ 2,081.38	\$ 0.00	\$ 2,081.38	\$ 0.00

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EASEMENT OF RIGHT OF WAY

DALE S. HOLDEN & WIFE
TO
CITY OF TECUMSEH

FILED DECEMBER 26, 1935
AT 3 O'CLOCK P. M.

C. E. STEWART, CO. CLK.

EASEMENT FOR RIGHT-OF-WAY

For and in consideration of the payment to be made by the grantee herein to the grantor of fifty cents (\$.50) for each pole placed in grantor's land and the further permission by the grantee of the right to grantor to attach wires for fence to said poles so long as pole line of grantee remains on land of grantor, the undersigned, being the owner of the following described land, to wit:

The Fractional Northeast Quarter (Fractional NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Five (5), Range Eleven (11), Johnson County, Nebraska,

on behalf of themselves, their successors, heirs and assigns, do hereby grant and convey to the City of Tecumseh, Nebraska, a municipal corporation, its successors and assigns, perpetual right to construct and maintain its electric lines, poles, crossarms, wires and braces on grantor's land aforesaid adjacent to the highways on the east side of said land so that the roadside of said poles will be even with the boundary line of said highway as same appears on record in said county, and the further right to set additional poles at a distance not to exceed six (6) feet west of said boundary line at such points where an angle may be formed by said electric line, together with the right to maintain its wires, crossarms and braces a distance of six (6) feet from the electric pole extending over said property, and the right to enter said premises for the purpose of repairing, replacing and maintaining said electric lines; also the right to keep the wires free from interference from trees, provided that said City of Tecumseh shall maintain all wires and crossarms at least twelve above the ground and shall pay the grantor for all damages, if any, done to crops or pasture in repairing or maintaining said line.

Dated this 24th day of December, 1935.

Witness:

James Livingston

Dale S. Holden
Mrs. Helen Holden

State of Nebraska }
County of Johnson } SS.
Johnson

Before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Dales S. Holden and Mrs. Helen Holden, his wife, to me personally known to be the persons aforesaid, who hereby acknowledge their signatures to the foregoing instrument and acknowledge the same to be their voluntary act and deed.

{ JAMES LIVINGSTON }
{ NOTARIAL SEAL }
{ COMMISSION EXPIRES }
{ JAN. 13, 1937 }
{ JOHNSON COUNTY }
{ NEBRASKA }

James Livingston
Notary Public.

My commission expires January 13, th. , 1937.

DEED RECORD No. 28

(HUFFMAN NO. 100 DEED—CONTAINING 288 PRINTED WORDS)

The Augustine Co., County Supplier, Grand Island, Nebr.

FROM
DALE SCOTT HOLDEN ET UX
TO
STATE OF NEBRASKA

STATE OF NEBRASKA, } ss. Entered in Numerical Index and filed for record in
Johnson County, } the County Clerk's office of said
County the 2nd day of July 1941 at 4 o'clock and 47
minutes P. M. and recorded in Book 28 page 608 of Deeds.
C. E. STEWART County Clerk.
By L. E. YEAST Deputy.

A distance of 100.5 feet to a point 47.6 feet southerly from said North line; thence continuing easterly, a distance of 600.0 feet to a point 47.0 feet southerly from said North line; thence continuing easterly,

KNOW ALL MEN BY THESE PRESENTS: That Dale Scott Holden and Eilyn L. Holden, husband and wife

of the County of _____ and State of Nebraska for and in consideration of the sum of Ninety and 65/100 (\$90.65) ----- DOLLARS, in hand paid, do hereby grant, bargain, sell, convey and confirm unto The State of Nebraska

of the County of _____ and State of _____ the following described real estate situated in Johnson County and State of Nebraska, to-wit:

A strip of land lying over and across the northern part of the Northeast Quarter of Section 28, Township 5 North, Range 11 East of the 6th P. M., Johnson County, Nebraska, described as follows:

Beginning at the northeast corner of said Section 28; thence westerly on the North line of the Northeast Quarter of said Section 28, a distance of 2643.3 feet to the northwest corner of said Northeast Quarter; thence southerly on the West line of said Northeast Quarter, a distance of 33.0 feet to a point; thence easterly and on a line 33.0 feet southerly from and parallel to said North line, a distance of 712.3 feet to a point; thence continuing easterly, a distance of 200.6 feet to a point 64.1 feet southerly from said North line; thence continuing easterly, a distance of 400.4 feet to a point 49.3 feet southerly from said North line; thence continuing easterly, a distance of 100.6 feet to a point 38.8 feet southerly from said North line; thence continuing easterly, a distance of 400.0 feet to a point 41.1 feet southerly from said North line; thence southeasterly, a distance of 152.2 feet to a point 158.1 feet southerly and 33 feet westerly from said northeast corner; thence easterly, a distance of 33.0 feet to a point on the East line of said Northeast Quarter; thence northerly on said East line, a distance of 158.1 feet to the point of beginning, containing 2.833 acres, more or less, which includes 2.091 acres, more or less, previously occupied as a public highway, the remaining 0.742 acre, more or less, being the additional acreage secured in this transaction.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging; unto the said The State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said Grantee, and with its successors and assigns that we are lawfully seized of said premises; that they are free from encumbrance

that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.
And the said Eilyn L. Holden ----- hereby relinquishes all

her rights of every name and kind ----- in and to the above described premises.
Signed this 27th day of March A. D., 1941
In Presence of
Al. N. Dafeo Dale Scott Holden
Eilyn L. Holden

STATE OF Nebraska }
Johnson County, } ss. On this 27th day of March A. D., 1941, before me the undersigned, Al. N. Dafeo a Notary Public duly commissioned and qualified for and residing in said county, personally came Dale Scott Holden and Eilyn L. Holden, husband and wife to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.
WITNESS my hand and Notarial Seal the day and year last written above.

My commission expires the 15th day of November 1945
Al. N. Dafeo Notary Public.
(AL, N. DAFEO)
(GENERAL)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(NOV. 15, 1945)
(JOHNSON COUNTY, NEBRASKA)

ORDINANCE #528.

AN ORDINANCE TO ANNEX THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:
 Beginning at the East $\frac{1}{4}$ Corner of Section 29, Township 5 North, Range 11 East of the 6th. P.M., running thence South along the East Line of said Section 29 a distance of 445.33 feet, running thence West along a line parallel to the center section line of Section 29 a distance of 183.00 feet, running thence North along a line parallel to the East Section line of Section 29 a distance of 445.48 feet to the center section line of Section 29; running thence West along the section line of Section 29 a distance of 250.00 feet, running thence North on a line parallel to the East section line of said Section 29 a distance of 2633.45 feet, more or less, to the North section line of said Section 29; running thence North on a line parallel to the East section line of Section 20, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes ($90^{\circ}25'$) right of the last previously described line a distance of 433.00 feet, more or less, to the East section line of said Section 20; running thence North on the East section line of said Section 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Section 21, Township 5 North; Range 11 East of the 6th. P.M. a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Section 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Section 21 a distance of 2928.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes ($89^{\circ}59'$) right with the last previously described line a distance of 497.30 feet to the East line of said Section 21; continuing thence East on a line parallel to the South section line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1390.00 feet; running thence South at an angle of 89 degrees and 44 minutes ($89^{\circ}44'$) right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Section 22; continuing thence South along a line parallel to the West line of Section 27, Township 5 North, Range 11 East of the 6th. P.M. a distance of 235.00 feet; running thence West on a line parallel to the North line of said Section 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Section 27 a distance of 2401.00 feet to the center section line of said Section 27; running thence West on the center section line of said Section 27 a distance of 260.73 feet, more or less; running thence South on a line parallel to the West line of said Section 27 a distance of 1519.83 feet to the Northeast corner of the East-ridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Section 27; running thence North along the West line of said Section 27 a distance of 1517.31 feet to the West $\frac{1}{4}$ corner of said Section 27; running thence West on the center section line of Section 28, Township 5 North, Range 11 East of the 6th. P.M. to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 848.30 feet more or less, to the Northeast corner of said School Addition; running thence West on the Northline of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition;

Addition a distance of 900 feet, more or less to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mill's Addition to the City of Tecumseh; running thence West on the North line of said Mill's Addition a distance of 1287.00 feet, more or less, to the West line of Section 21, Township 5 North, Range 11 East of the 6th. P.M.; running thence South on the West line of the said Section 21 to the Northwest corner of section 28, Township 5 North, Range 11 East of the 6th. P.M.; continuing thence South on the West line of said Section 28 a distance of 2640.50 feet to the point of beginning, TO THE CITY OF TECUMSEH, NEBRASKA.

WHEREAS, the following described real estate, to-wit:

Beginning at the East $\frac{1}{4}$ Corner of Section 29, Township 5 North, Range 11 East of the 6th. P.M., running thence South along the East Line of said Section 29 a distance of 445.33 feet, running thence West along a line parallel to the center section line of Section 29 a distance of 183.00 feet, running thence North along a line parallel to the East Section line of Section 29 a distance of 445.48 feet to the center section line of Section 29; running thence West along the section line of Section 29 a distance of 250.00 feet, running thence North on a line parallel to the East section line of said Section 29 a distance of 2633.45 feet, more or less, to the North section line of said Section 29; running thence North on a line parallel to the East section line of Section 20, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes ($90^{\circ}25'$) right of the last previously described line a distance of 433.00 feet, more or less, to the East section line of said Section 20; running thence North on the East section line of said Section 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Section 21, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Section 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Section 21 a distance of 2728.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes ($89^{\circ}59'$) right with the last previously described line a distance of 497.30 feet to the East line of said Section 21; continuing thence East on a line parallel to the South section line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1390.00 feet; running thence South at an angle of 89 degrees and 44 minutes ($89^{\circ}44'$) right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Section 22; continuing thence South along a line parallel to the West line of Section 27, Township 5 North, Range 11 East of the 6th. P.M. a distance of 235.00 feet; running thence West on a line parallel to the North line of said Section 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Section 27 a distance of 2401.00 feet to the center section line of said Section 27; running thence West on the center section line of said Section 27 a distance of 260.73 feet, more or less; running thence South on a line parallel to the West line of said Section 27 a distance of 1519.83 feet to the Northeast corner of the East-ridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Section 27; running thence North along the West line of said Section 27 a distance of 1517.31 feet to the West $\frac{1}{4}$ corner of said Section 27; running thence West on the center section line

of Section 28, Township 5 North, Range 11 East of the 6th. P.M. to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 848.30 feet more or less, to the Northeast corner of said School Addition; running thence West on the North line of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition; running thence North along the East line of Kershaw's First and Second Addition to the Northeast corner of Kershaw's Second Addition; running West on the North line of Kershaw's Second Addition to the Southeast corner of the Graff and Ellsworth Addition; running thence North along the East line of the Graff and Ellsworth Addition to the North line of said Section 28; running thence West along said North line of said Section 28 to the Southeast corner of Block 2 of the 1890 Addition to the City of Tecumseh; running thence North along the East line of said 1890 Addition a distance of 900 feet, more or less to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mill's Addition to the City of Tecumseh; running thence West on the North line of said Mill's Addition a distance of 1287.00 feet, more or less, to the West line of Section 21, Township 5 North, Range 11 East of the 6th. P.M.; running thence South on the West line of the said Section 21 to the Northwest corner of Section 28, Township 5 North, Range 11 East of the 6th. P.M.; continuing thence South on the West line of said Section 28 a distance of 2640.50 feet to the point of beginning,
to the present City of Tecumseh, Nebraska,
is contiguous and adjacent, and is urban or suburban in character,

AND, WHEREAS, said real estate will receive substantially the benefits of other inhabitants of such municipality from annexation to said City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TECUMSEH, NEBRASKA:

Section 1. That the real estate hereinbefore described be, and the same is hereby included within the boundaries and territory of the City of Tecumseh, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Tecumseh, Nebraska.

Section 2. That the owners of the lands so brought within the corporate limits of the City of Tecumseh, Nebraska, are hereby compelled to lay out streets, ways and alleys, in and through said real estate in conformity with and contiguous with the streets, ways and alleys of

Section 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED this 14th day of August, 1967.

Introduced by Councilman ROBERT W. GIESER

ATTEST:

CITY CLERK

MAYOR



STATE OF NEBRASKA } SS
JOHNSON COUNTY }

Filed for record in the
County Clerk's office this
1st day of August 1974
at 11:00 o'clock A.M. and
recorded in Book # 33
Page 22-25

Wayne C. McCoy
County Clerk

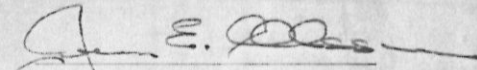
Deputy

of said ... distance of 2646.50 feet to the point of beginning

SURVEYORS CERTIFICATE

I Hereby Certify That I Have Accurately Surveyed The Tract of Land Shown On This Plat As The Shaded Area. Permanent Monuments Were Set As Indicated On This Plat And All Dimensions Are In Feet And Decimals Of A Foot And Angles Are In Degrees And Minutes. This Tract Is Located In Johnson County Nebraska.

Survey Completed
August 1967


John E. Olsson
E-1538 L.S. 135


STATE OF NEBRASKA, SS
JOHNSON COUNTY

Filed for record in the
County Clerk's office this
18th day of August, 1967
at 10:30 o'clock A. M. and
recorded in Book #24
Page 763

Wayne C. McCoy
County Clerk

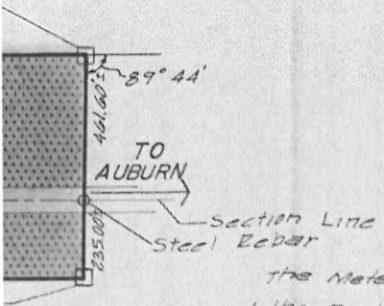
Deputy



Date	Revised	Description
		TECUMSEH ANNEXATION PLAT 1967
		TECUMSEH, NEBRASKA
Scale	1" = 400'	Date
Drawn By	J.L.M.	AUG 4, 1967
Checked By	R.J.	
Approved By		
Drawing No.	1216	Proj. No.
		49-67



Sheet
of



DESCRIPTION

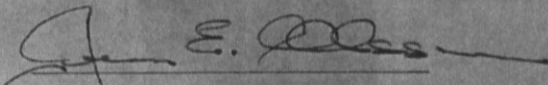
The Metes and bounds description of the annexation Property is as follows:

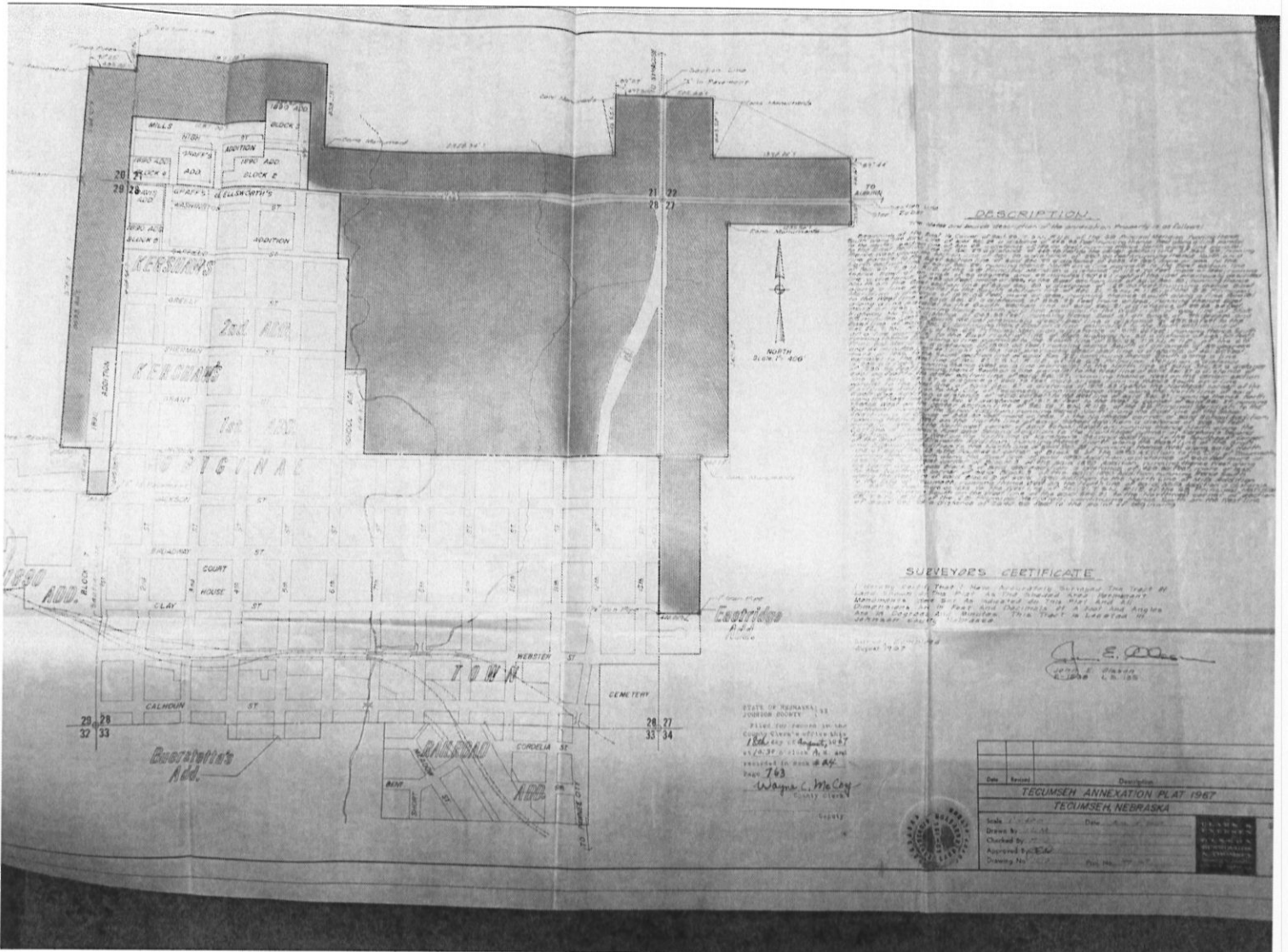
Beginning of the East 1/4 Corner of Sect. 29, T. 5 N., R. 11 E. of the 6th Principal Meridian running thence South along the East Line of said Sec. 29 a distance of 449.33 feet; running thence West along a line parallel to the center section line of Sec. 29 a distance of 183.00 feet; running thence North along a line parallel to the East section line of Sec. 29 a distance of 445.48 feet to the center section line of Sec. 29; running thence West along the section line of said Sec. 29 a distance of 250.00 feet; running thence North on a line parallel to the East section line of said Sec. 29 a distance of 2633.45 feet, more or less, to the North section line of said Sec. 29; running thence North on a line parallel to the East section line of Sec. 20, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes (90° 25') right of the last previously described line a distance of 453.00 feet, more or less, to the East section line of said Sec. 20; running thence North on the East section line of said Sec. 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Sec. 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Sec. 21 a distance of 2928.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes (89° 59') with the last previously described line a distance of 497.30 feet to the East line of said Sec. 21; continuing thence East on a line parallel to the South section line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 300.00 feet; running thence South at an angle of 89 degrees and 44 minutes (89° 44') right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Sec. 22; continuing thence South along a line parallel to the West line of Sec. 27, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 235.00 feet; running thence West on a line parallel to the North line of said Sec. 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Sec. 27 a distance of 2401.00 feet to the center section line of said Sec. 27; running thence West on the center section line of said Sec. 27 a distance of 280.75 feet, more or less; running thence South on a line parallel to the West line of said Sec. 27 a distance of 1519.83 feet to the Northeast corner of the Eastridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Sec. 27; running thence North along the West line of said Sec. 27 a distance of 1517.31 feet to the West 1/4 corner of said Sec. 27; running thence West on the center section line of Sec. 28, T. 5 N., R. 11 E. of the 6th Principal Meridian to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 648.35 feet, more or less, to the Northeast corner of said School Addition; running thence West on the North line of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition; running thence North along the East line of Kershaw's First and Second Addition to the Northeast corner of Kershaw's Second Addition; running West on the North line of Kershaw's Second Addition to the Southeast corner of the Graft and Ellsworth Addition; running thence North along the East line of the Graft and Ellsworth Addition to the North line of said Sec. 28; running thence West along said North line of said Sec. 28 to the Southeast corner of Block 2 of the 1890 Addition to the City of Tecumseh; running thence North along the East line of said 1890 Addition a distance of 200 feet, more or less, to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mills Addition to the City of Tecumseh; running thence West on the North line of said Mills Addition a distance of 1287.00 feet, more or less, to the West line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian; running thence South on the West line of the said Sec. 21 to the Northwest corner of section 28, T. 5 N., R. 11 E. of the 6th Principal Meridian; continuing thence South on the West line of said Sec. 28 a distance of 2640.50 feet to the point of beginning.

SURVEYORS CERTIFICATE

I Heraby Certify That I Have Accurately Surveyed The Tract Of Land Shown On This Plat As The Shaded Area. Permanent Monuments Were Set As Indicated On This Plat And All Dimensions Are In Feet And Decimals Of A Foot And Angles Are In Degrees And Minutes. This Tract Is Located In Johnson County Nebraska.

Survey Completed
August 1967


 John E. Olsson
 E-1538 LS. 135



DESCRIPTION

The following is a description of the property as shown on the plat:

Block 1, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 2, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 3, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 4, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 5, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 6, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 7, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 8, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 9, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 10, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

SURVEYOR'S CERTIFICATE

I hereby certify that the above described plat was prepared by me or under my supervision and that the same is a true and correct copy of the original as shown to me by the owner of the same.

Witness my hand and seal of office at Tecumseh, Nebraska, this 1st day of August, 1907.

Surveyor

J. E. ...
 J. E. ...
 State of Nebraska

STATE OF NEBRASKA, ss
 JUDICIAL DISTRICT OF
 ...
 1860 ADD.
 ...
 Wayne C. Mc Coy
 County Clerk

Date	Section	Description
		TECUMSEH ANNEXATION PLAT 1907
		TECUMSEH, NEBRASKA
Drawn by
Checked by
Approved by
Drawing No.



RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate Gartner Construction hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to the City of Tecumseh, Johnson County, Nebraska its successors and assigns, hereinafter called CITY, a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, manholes, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

A tract of land in Section 28, T5N, R11E, Johnson County, Nebraska and further described on Pages 832 and 833, Book 42 Warranty Deeds.

the area of the above described real estate to be covered by this easement shall be as follows:

A ten (10) foot wide easement following the boundary line of above described property, and starting at the Northeastern most point of said property, and said easement extending south approximately 400 feet and said easement extending west from said Northeastern most point of said property approximately 400 feet.

GENERAL CONDITIONS:

- (a) City shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) City shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by City and City shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) City shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of City, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from City.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless City forever against the

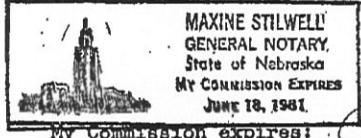
claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14th day of November, 1978.

Lloyd Hubbs mgr Spartan Const. Co.
Dept of Activities Consolidated Eastern Seely Corp.
City of Fremont, Ne

STATE OF NEBRASKA
COUNTY OF JOHNSON

On this 14th day of November, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Spartan Const Co - Carolyn Kastens Sec of Corp personally to me known to be the identical person(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed. Witness my hand and Notarial Seal the date above written.



Maxine Stilwell
NOTARY PUBLIC
Maxine Stilwell.

My Commission expires: June 18, 1981

STATE OF NEBRASKA } SS
JOHNSON COUNTY }

Filed for record in the
County Clerk's office this
12th day of Dec, 1978
at 4:30 o'clock P.M. and
recorded in Book #34
Page 451-452.

Wayne C. McCoy
County Clerk

Deputy

STATE OF NEBRASKA }
JOHNSON COUNTY } 85

Filed for record in the
County Clerk's office this
15 day of April 1999
at 11:00 o'clock A.M. and
recorded in book #42
Page 82-90
Kathleen M. Jewers
County Clerk

ERROL R MEISINGER

TO

THE PUBLIC

BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

Deputy

SHAWNEE RIDGE TECUMSEH, NEBRASKA

This declaration, made the 13th day of April, 1999 by
Errol Meisinger, hereinafter called the Declarant.

WITNESSETH:

Whereas, the Declarant is the owner of the real estate
platted as Shawnee Ridge to the City of Tecumseh, Johnson County,
Nebraska.

Whereas, the Declarant is desirous to subject the real
property herein described to the restrictions, covenants,
reservations, easements, liens, and charges hereinafter set
forth, each and all of which is and are for the benefit of said
property and for each owner thereof, and shall inure to the
benefit of and pass with said property, and each of every parcel
thereof, and shall apply to and bind the successors in interest,
and any owner thereof;

Now, therefore, Declarant hereby declares that the real
property herein described is, and shall be held, transferred,
sold and conveyed subject to the conditions, restrictions,
covenants, reservations, easements, liens, and charges
hereinafter set forth.

DEFINITION OF TERMS

"Building site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Shawnee Ridge subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared: all to insure the best use and the most appropriate development of each building site therein; to protect the owners of building sites against such improper use of surrounding buildings sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and, in general, to provide adequately for high type and quality of improvement in said property, and thereby in enhance the value of investments made by purchasers of building sites therein, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots shall be known and described as residential building sites except those which are designated for multiple-family dwelling units. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height; however, not less than one automobile garage must be provided for each dwelling unit. Garage restrictions shall not be required for the multiple dwelling building lots.

B. No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee consisting of Errol Meisinger and such other lot owners as he shall appoint to serve with him. In the event of death or resignation of any lot owners on said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it or, in any

event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approved approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than six feet to an interior lot line except that a five foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of the building or a lot to encroach upon another lot.

D. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, motorhome, camper, basements, tent, shack, garage, barn, or other out-building shall be erected upon a

building site covered by these covenants or used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any building site for more than 14 days of each calendar year unless housed or garaged.

G. No dwelling shall be permitted on any residential lot described herein having a ground floor square foot area of less than 1,000 square feet in case of a one story structure nor less than 1,200 square feet in case of 1 1/2, 2 or 2 1/2 story structure, exclusive of basements, porches and garages. Basement is defined as any part of the home below highest grade level adjoining the home. The architectural committee may in writing waive the prescribed minimums in situations where such waiver will enhance the beauty and development or where adherence would cause undue hardship to the owner.

H. No animals or poultry of any kind, other than house pets, shall be kept or maintained overnight on any building site.

I. No fence, wall hedge or mass planting shall be permitted to extend beyond the minimum building setback line from any street established herein except upon approval by the architectural committee as provided in Paragraph B.

J. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot and on the side street of improved corner lots.

K. Provisions of these covenants and restrictions pertaining to residential building sites shall not apply to any

lettered lots.

L. Propane tanks on said premises shall be either buried or screened and shall be placed on said lots as per a written permit from the architectural committee.

III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A through L) are to run with the land and shall be binding on all parties and all persons claiming under them until 35 years at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

B. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to remove damages or other dues from such violation.

C. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BY


Errol R. Meisinger

STATE OF NEBRASKA)
COUNTY OF JOHNSON) ss.

On this 13th day of April, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Errol R. Meisinger, to me personally known to be the and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

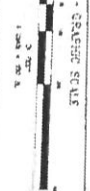
Witness my hand and notarial seal at Tecumseh, Nebraska, in said County the day and year last above written.



Karen Straube
Notary Public

My Commission Expires: 7-25-2002.

MATCH LINE



N

CERTIFICATE OF APPROVAL OF THE FINAL PLAT



CERTIFICATE OF APPROVAL OF STREETS AND UTILITIES

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

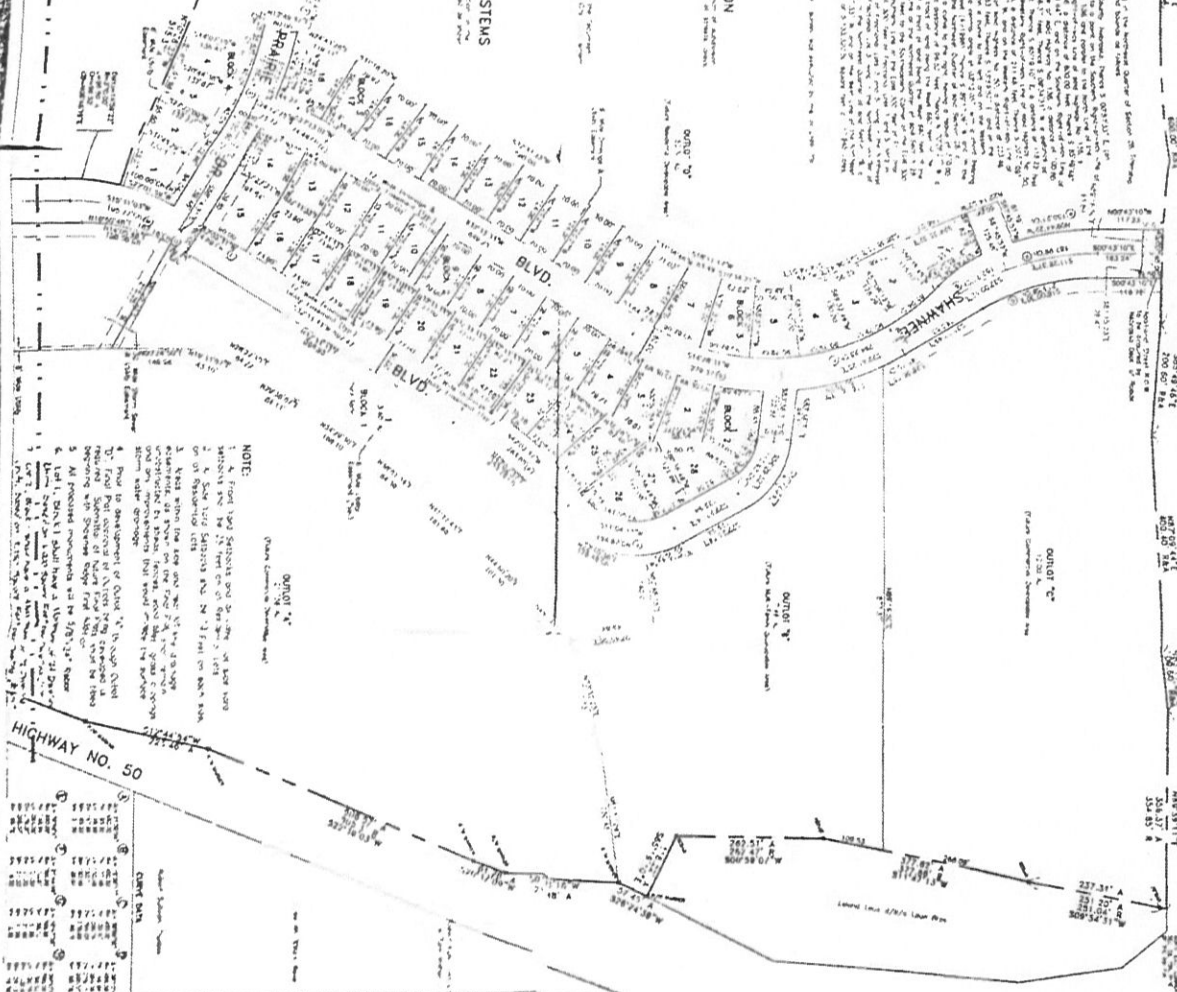
CERTIFICATE OF ACCURACY

SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION

HIGHWAY

NO. 136



NOTE: 1. A front yard setback and side yard setback for the 25 feet on the 1/2 lot or of 25 feet on the 1/2 lot on both sides. 2. No other lot area may be used for any other purpose. 3. All proposed improvements shall be 1/2" x 1/2" steel. 4. Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

FINAL PLAT

SHAWNEE RIDGE ADDITION
TECUMSEH, NEBRASKA

Table with columns for date, name, and other details.

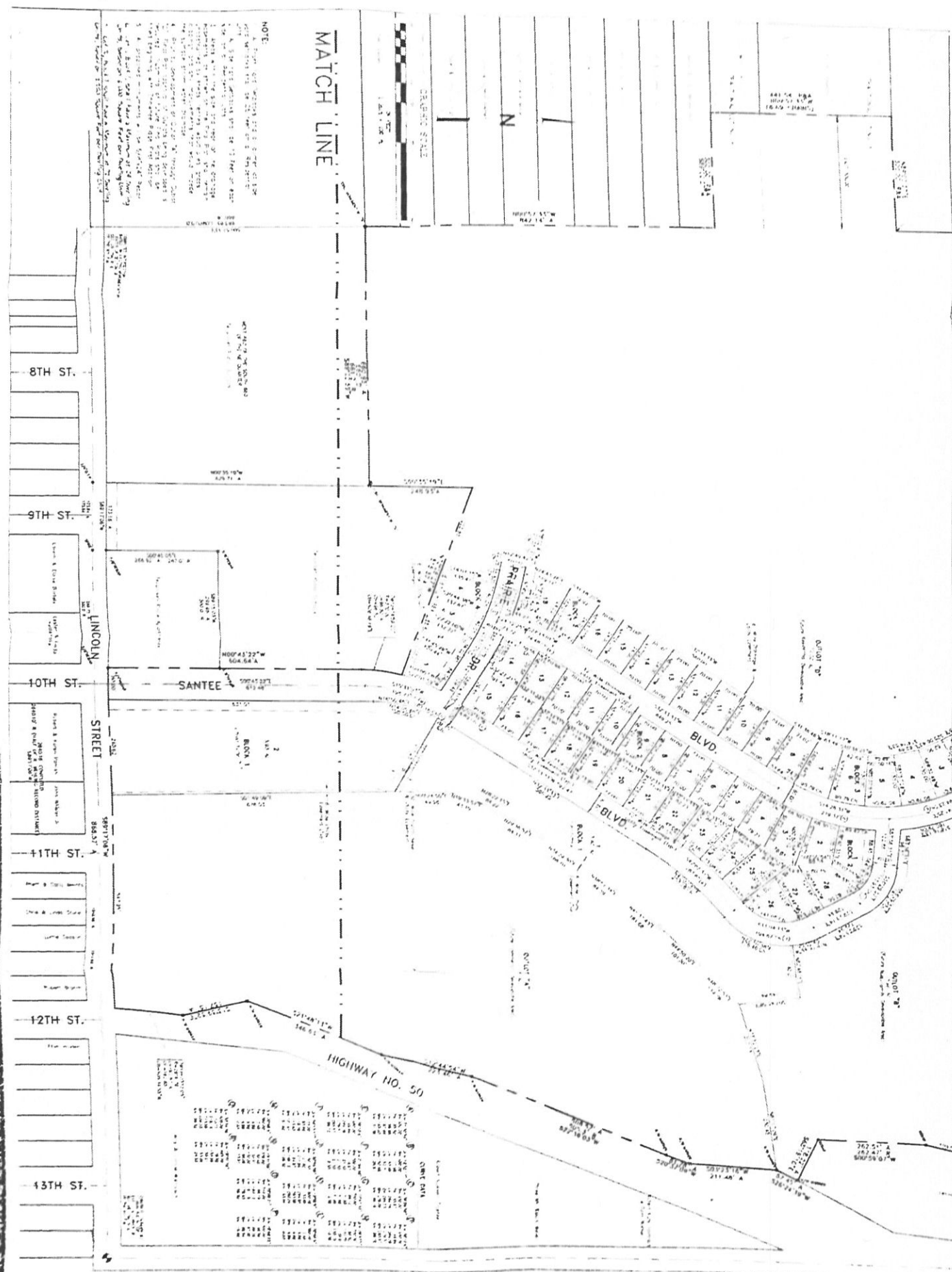


NOTE:
 1. THIS PLAN SHOWS THE LAYOUT OF THE
 PROPOSED SHAWNEE RIDGE ADDITION
 TO THE CITY OF TECUMSEH, NEBRASKA.
 2. THE LOTS ARE TO BE PLATTED
 ACCORDING TO THE SUBDIVISION
 MAP ACT, CHAPTER 79, NEBRASKA
 STATUTES, AND THE RULES AND
 REGULATIONS OF THE BOARD OF
 PUBLIC UTILITIES AND
 TRANSPORTATION.
 3. THE LOTS ARE TO BE
 PLATTED ACCORDING TO THE
 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
 THE RULES AND REGULATIONS
 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.
 4. THE LOTS ARE TO BE
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 SUBDIVISION MAP ACT, CHAPTER
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 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.
 6. THE LOTS ARE TO BE
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 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
 THE RULES AND REGULATIONS
 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.
 7. THE LOTS ARE TO BE
 PLATTED ACCORDING TO THE
 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
 THE RULES AND REGULATIONS
 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.
 8. THE LOTS ARE TO BE
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 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
 THE RULES AND REGULATIONS
 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.
 9. THE LOTS ARE TO BE
 PLATTED ACCORDING TO THE
 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
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 OF THE BOARD OF PUBLIC
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 10. THE LOTS ARE TO BE
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 SUBDIVISION MAP ACT, CHAPTER
 79, NEBRASKA STATUTES, AND
 THE RULES AND REGULATIONS
 OF THE BOARD OF PUBLIC
 UTILITIES AND TRANSPORTATION.

MATCH LINE



N



FINAL PLAT

SHAWNEE RIDGE ADDITION
 TECUMSEH, NEBRASKA

Prepared by
 1952
 1953
 1954

Scale
 1" = 40'

APPROVED FOR RECORD
 1952
 1953
 1954



ROSS
 Engineering
 Inc.

Exhibit B

WARRANTY DEED

David Wilson and Suzanne Wilson, GRANTOR, for One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, hereby conveys to Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools, GRANTEE, the following described real estate (as defined in NEB. REV. STAT. § 76-201):

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) Is lawfully seized as such real estate and that it is free from encumbrances, except easements, covenants, and restrictions of record;
- (2) Has legal power and authority to convey the same; and
- (3) Warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: _____, 202__.

GRANTOR:

David Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by David Wilson.

Notary Public

Suzanne Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Suzanne Wilson.

Notary Public

Exhibit C

MEMORANDUM OF OPTION TO PURCHASE

This MEMORANDUM OF OPTION TO PURCHASE (the "Memorandum") is made effective January 15, 2021, by and between Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools (the "School District") and David and Suzanne Wilson (the "Owner") (collectively, the "Parties").

RECITALS

A. The School District and the Owner have executed an Option Agreement to Purchase Real Estate contemporaneously herewith (the "Option Agreement"), the terms of which are incorporated herein by this reference;

B. Pursuant to the terms of the Option, the Owner has granted the School District an exclusive option to purchase certain real property located in Johnson County, Nebraska, and legally described as follows:

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

(the "Property");

C. The School District and the Owner have agreed to execute this Memorandum to give notice of the existence and term of the Option Agreement; and

D. Should there be any inconsistency between the terms of this Memorandum and the terms of the Option Agreement, the terms of the Option Agreement shall prevail;

NOW THEREFORE, the School District and the Owner state as follows:

1. **Option Term.** The term of the Option Agreement shall be for five (5) years commencing on January 15, 2021, and ending on January 15, 2026 (the "Option Term").

2. **Purchase Option.** Pursuant to the terms of the Option Agreement, the School District has the exclusive right to purchase the Property at any time during

the Option Term subject to the terms and conditions set forth in the Option Agreement.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF OPTION TO PURCHASE to be executed by their respective duly authorized representatives.

SCHOOL DISTRICT:

Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools

By: Kim Wellensiek
Kim Wellensiek,
President of the Board of Education
Johnson County Central Public Schools

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.



The foregoing instrument was acknowledged before me this 13th day of January, 2021, by Kim Wellensiek, President of the Board of Education of Johnson County Central Public Schools.

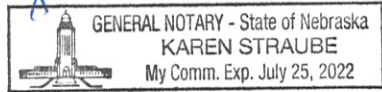
Laurie L. Badertscher
Notary Public

OWNER:

David Wilson
David Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by David Wilson.

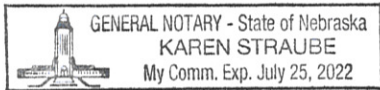


Karen Straube
Notary Public

Suzanne Wilson
Suzanne Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Suzanne Wilson.



Karen Straube
Notary Public