

**Madison Board of Education, Madison District #1**

Board of Education Regular Meeting  
Monday, June 9, 2025 7:00 PM  
Middle School/High School Conference Room  
700 South Kent St.  
Madison, NE 68748-0450

*The sequence of items on the agenda is provided as a courtesy. The board reserves the right to consider items in any sequence deemed appropriate. Therefore, visitors are encouraged to attend the meeting from the beginning.*

1. Call the Meeting to Order
  - 1.1. Roll Call
  - 1.2. Pledge of Allegiance
  - 1.3. Open Meetings Act
  - 1.4. Madison Public Schools Mission Statement
2. Consent Agenda
  - 2.1. Accept the amended agenda as the official agenda
  - 2.2. Approve minutes of the previous meetings
  - 2.3. Accept submitted bills and payroll request and authorize payment of both
3. Public Forum for agenda items.
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
6. Action Items
  - 6.1. Discuss, consider, and take all necessary action to approve substitute pay for 2025-26 at \$160 for full day and \$80 for half day.
  - 6.2. Discuss, consider, and take all necessary action to approve KSB policy updates based on 2025 Legislative session.
7. Public Forum for non agenda items.
8. Topics for next month's Board of Education meeting  
Lunch Price, Annual Policy Hearings
9. Adjournment

*The board reserves the right to enter executive session if it deems it necessary to prevent needless injury to a staff member's reputation or for the protection of the public interest.*

**Meeting Notice Posted for May 2025 Meeting**

Front door of high school	04-29-2025
Library	04-29-2025
City Office	04-29-2025
Star Mail	05-08-2025

Oscar Calderon: Present, Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Present, Matthew Reeves: Present, Steve Ruh: Present. Present: 6, Absent: 0.

1. Call the Meeting to Order

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Open Meetings Act
- 1.4. Madison Public Schools Mission Statement

2. Consent Agenda

Motion to approve consent agenda items 2.1, 2.2 & 2.3 as presented passed with a motion by Steve Ruh and a second by Oscar Calderon. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

Acellus Educational Services LLC	License/ Repairs	36,126.00
Albracht Disposal Service	Waste Disposal	675.00
Appearra	Supplies	601.56
Apple Computer, Inc.	Supplies	21,242.00
Binswanger Glass	Repairs	3,052.01
Brady & Amy's	Fuel & Supplies	3,837.70
Choice Foods	Supplies/Fuel	387.15
City of Madison	Utilities	8,119.48
Computer Hardware	Supplies	1,387.50
Courtesy Ford of Norfolk	Maintenance	353.52
Crown Plaza Kearney	Travel	869.70
Custom Sports	Supplies	2,288.00
Eakes Office Solutions	Supplies	5,870.69
Ecolab Pest Elimination Division	Pest Control	139.50
Educational Service Unit #7	Services	363.00
Educational Service Unit #8	Prof De/Services	68,973.60
Electronic Systems Inc	Inspection	183.20
Embassy Suites	Travel	337.60
Engineered Controls Inc.	Maintenance	1,845.69
Estech Systems Inc	Phone Service	1,312.50
Fairfield Inn & Suites, Kearney	Travel	1,074.00
Father Flanagans Boys Home	Services	5,200.00
Fields Hardware	Supplies	338.75
Fresh Ideas	Supplies	55.20
Go Physical Therapy LLC	Services	6,521.50
GreatAmerica Financial Services Corporation	Copier Lease	3,350.99
HD Supply	Supplies	49.20
Heartland Communications	Repairs	1,900.00
Helvie, Cathy	Mileage	336.00
Hireright LLC, Inc	Testing	38.55
Instrumentalist Awards LLC	Supplies	44.50
Jackson Services	Supplies	480.50

Ken's Band Instrument Repair	Repairs	193.00
Lunchtime Solutions, Inc.	Supplies	3,628.18
Madison Star Mail	Publications	665.66
Menards - Norfolk	Supplies	404.41
Miller, Chris	Mileage	119.00
MPS Activity Fund	Reimbursement	1,120.00
MPS-Petty Cash	Reimbursement	255.00
Nasco Arts & Crafts	Supplies	848.70
Nationwide	Bond	115.00
NE Regional Deaf Ed Program	Services	279.00
NE State Fire Marshal Agency	Inspection	40.00
Nebraska Ag Ed Association	Membership	275.00
Nebraska Council of School Administrator	Registration	180.00
NETA Spring Conference	Registration	996.00
One Source	Background Check	50.00
Pinkelman Truck and Trailer	Maintenance	1,156.78
Pollard Pumping Inc	Maintenance	411.25
Schmidt, Courtney	Mileage	9.80
School Outfitters	Supplies	9,331.08
Short Stop, The	Fuel	253.70
Sodexo, Inc & Affiliates	Supplies	81.10
Staples Business Advantage Dept Det	Supplies	5,526.40
Student Assurance Services Inc	Insurance	803.50
Three Clover Mowing	Lawn Care	1,420.00
Truck Center Companies, Freightliner	Supplies	154.10
University of Nebraska Medical Center, The	Observation	500.00
UNL Big Red Business Center	Supplies	68.75
Volkman Plumbing & Heating	Repairs	5,380.06
Walmart Community	Supplies	104.86
Water Engineering Inc	Water Service	525.91
West Music	Supplies	111.15
Wieser Educational	Supplies	47.97
Winners' Circle	Supplies	555.52
Woodriver Energy	Utilities	4,083.32

3. Public Forum for agenda items

4. Administrator and Other Reports

5. Board Committee Reports/Meeting dates

6. Action Items

7. Discuss, consider, and take all necessary action to approve resignation of Ms. Anna Sluka.

Motion to approve resignation of Ms. Anna Sluka passed with a motion by Kate Ebeling and a second by Jim Knapp. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

8. Discuss, consider, and take all necessary action to reaffirm BOE policies 4031-4045, and additional verbiage to 5052 as recommended by Nutrition Services.

Motion to reaffirm BOE policies 4031-4045, and additional verbiage to 5052 as recommended by Nutrition Services passed with a motion by Steve Ruh and a second by Matthew Reeves. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

9. Discuss, consider, and take all necessary action to approve Melissa Braun for high school Science as recommended by administration.

Motion to approve Melissa Braun for high school Science as recommended by administration passed with a motion by Jim Knapp and a second by Oscar Calderon. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

10. Public Forum for non agenda items

11. Topics for next month's Board of Education meeting  
BOE Policy and Sub Pay

12. Adjournment

Motion to Adjourn at 7:59pm passed with a motion by Kate Ebeling and a second by Oscar Calderon. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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President

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Secretary

Madison Public Schools					
ACTIVITY FUND	Fund 05				
May 2025					
<b>Chart of Account Description</b>	<b>Beginning Balance</b>	<b>Expenses</b>	<b>Revenues</b>	<b>Balance Change</b>	<b>Balance</b>
AD	4,069.92	1,407.93	0.00	0.00	2,661.99
Art Club	1,426.16	0.00	1,325.00	0.00	2,751.16
Band	1,264.92	0.00	0.00	0.00	1,264.92
Boys BB	4,355.42	0.00	0.00	0.00	4,355.42
Boys BB FR	778.63	275.00	0.00	0.00	503.63
Cheerleaders	3,429.83	0.00	30.00	0.00	3,459.83
Class of 2025	153.00	0.00	0.00	0.00	153.00
Class of 2026	980.65	0.00	20.00	0.00	1,000.65
Class of 2027	1,540.00	0.00	80.00	0.00	1,620.00
Class of 2028	820.00	0.00	39.99	0.00	859.99
Concessions	16,149.55	276.33	123.60	0.00	15,996.82
Courtesy	2,077.10	0.00	0.00	0.00	2,077.10
Cross Country	1,102.66	0.00	0.00	0.00	1,102.66
Cross Country FR	676.25	184.14	0.00	0.00	492.11
Danceline	1,580.07	0.00	0.00	0.00	1,580.07
District Funds	3,067.71	2,579.38	1,397.56	0.00	1,885.89
Elem Activity Acct	9,008.25	0.00	479.00	0.00	9,487.25
Elem Student Council	264.84	0.00	0.00	0.00	264.84
Elementary ASP	10.33	0.00	49.39	0.00	59.72
ELL Class	521.82	0.00	0.00	0.00	521.82
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	2,662.04	0.00	0.00	0.00	2,662.04
FCCLA	1,542.23	0.00	0.00	0.00	1,542.23
FFA	8,106.92	952.59	562.50	0.00	7,716.83
Football	1,834.43	0.00	0.00	0.00	1,834.43
Football FR	1,523.59	248.41	190.00	0.00	1,465.18
Girls BB	2,637.50	0.00	0.00	0.00	2,637.50
Girls BB FR	99.17	0.00	0.00	0.00	99.17
Golf	660.76	245.00	0.00	0.00	415.76
Golf FR	585.20	0.00	0.00	0.00	585.20
Homecoming	100.00	0.00	0.00	0.00	100.00
Honor Society	593.83	152.00	0.00	0.00	441.83
HS Girls Wrestling Fundraiser	1,726.75	0.00	0.00	0.00	1,726.75
HS Girls Wrestling	3,870.46	0.00	0.00	0.00	3,870.46
HS Student Council	1,633.38	0.00	0.00	0.00	1,633.38
M Club	2,663.72	29.00	0.00	0.00	2,634.72
MS Activity Acct	3,212.01	153.51	950.00	0.00	4,008.50
MS Houses	1,761.25	0.00	0.00	0.00	1,761.25
Music Boosters	6,894.00	367.00	134.40	0.00	6,661.40
Musical	276.57	16.48	0.00	0.00	260.09
One Act Plays	1,614.46	0.00	0.00	0.00	1,614.46
Quiz Bowl	1,512.91	0.00	0.00	0.00	1,512.91
Resale	741.53	0.00	0.00	0.00	741.53
Scholarships	16,414.25	3,250.00	1,000.00	0.00	14,164.25
Secondary Act Acct	2,905.27	350.16	20.00	0.00	2,575.11
Soccer	898.20	0.00	289.00	0.00	1,187.20
Soccer FR	2,446.79	0.00	130.00	0.00	2,576.79
Speech	215.00	0.00	0.00	0.00	215.00
Sports Nutrition	90.00	0.00	60.00	0.00	150.00
Teachers	3,063.71	500.00	0.00	0.00	2,563.71

Track	1,326.34	489.99	0.00	0.00	836.35
Track FR	2,270.70	341.40	141.00	0.00	2,070.30
Uniform Replacement	0.00	0.00	0.00	0.00	0.00
Volleyball	1,339.07	0.00	0.00	0.00	1,339.07
Volleyball FR	1,941.78	453.88	852.00	0.00	2,339.90
Water Quality Project	4,038.94	0.00	0.00	0.00	4,038.94
Weightroom	1,359.19	398.00	12.00	0.00	973.19
Wrestling	3,763.13	0.00	0.00	0.00	3,763.13
Wrestling FR	1,186.27	0.00	90.00	0.00	1,276.27
Yearbook	641.68	0.00	135.00	0.00	776.68
	<b>144,963.38</b>	<b>12,670.20</b>	<b>8,110.44</b>	<b>0.00</b>	<b>140,403.62</b>

Madison Public Schools					
LUNCH FUND	Fund 06				
May 2025					
<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
FUND BALANCE	135,145.58	59,879.20	43,721.36	0.00	118,987.74
	<b>135,145.58</b>	<b>59,879.20</b>	<b>43,721.36</b>	<b>0.00</b>	<b>118,987.74</b>

Madison Public Schools					
STUDENT ACTIVITY FEE	Fund 12				
May 2025					
<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
FUND BALANCE	7,407.61	0.00	1.57	0.00	7,409.18
	<b>7,407.61</b>	<b>0.00</b>	<b>1.57</b>	<b>0.00</b>	<b>7,409.18</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
<b>Checking</b>	<b>06</b>	<b>Fund: 06 SCHOOL NUTRITION FUND</b>	
HEARTLAND FIRE PROTECTION INC	117398	Semi-Annual Kitchen Recertification - El	363.75
HEARTLAND FIRE PROTECTION INC	117399	Semi-Annual Kitchen Recert HS	360.50
		<b>Vendor Total:</b>	<b>724.25</b>
HOBART SALES & SERVICE	OC105466	Elementary Metro Warmer	318.00
		<b>Vendor Total:</b>	<b>318.00</b>
LUNCHTIME SOLUTIONS, INC.	NE00001434	April 25 FFVP	1,955.07
LUNCHTIME SOLUTIONS, INC.	NE00001491	April 2025 SNP	55,091.60
LUNCHTIME SOLUTIONS, INC.	NE00001493	April 2025 Trinity Meals	1,504.63
		<b>Vendor Total:</b>	<b>58,551.30</b>
ULINE	191795658	Utility Service Cart- FFVP	285.65
		<b>Vendor Total:</b>	<b>285.65</b>
		<b>Fund Total:</b>	<b>59,879.20</b>
		<b>Checking Account Total:</b>	<b>59,879.20</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
<b>Checking</b>	<b>5</b>	<b>Fund: 05 ACTIVITY FUND</b>	
AMEZCUA, DAMIEN	2025 MHS Alumni Scho	MHS Alumni Association Scholarship	250.00
		<b>Vendor Total:</b>	<b>250.00</b>
AQUINAS CATHOLIC	5.15.25DistrictTrack	5.15.25 District Track Entry Fee	150.00
		<b>Vendor Total:</b>	<b>150.00</b>
BATTLE CREEK PUBLIC SCHOOLS	5.8.25HSTrackEntryFee	5.8.25 HS Track Entry Fee	180.00
		<b>Vendor Total:</b>	<b>180.00</b>
BOLDT VOLLEYBALL, LLC	Whitney's Coaches	Spring Coaches Clinic	75.00
		<b>Vendor Total:</b>	<b>75.00</b>
BOUND	2025MadisonNEBastic	Activity Scheduler	500.00
		<b>Vendor Total:</b>	<b>500.00</b>
CASH	2025StateTrackNonQual	Non-qualifier per diem	60.00
CASH	2025StateTrackPerDiem	State Track per diem	300.00
CASH	JrHighStateTrackEntry	Jr. High State Track Meet 2025	105.00
		<b>Vendor Total:</b>	<b>465.00</b>
CHOICE FOODS	001039661141	concessions	22.96
CHOICE FOODS	002028060807	concessions	27.87
CHOICE FOODS	002040691205	FFA Banquet	67.42
CHOICE FOODS	002041281552	ffa banquet	57.82
		<b>Vendor Total:</b>	<b>176.07</b>
CONCORDIA UNIVERSITY	2025 Boys BB Camp	Concordia Team Camp	275.00
		<b>Vendor Total:</b>	<b>275.00</b>
CREATIVE INK	MAD041025	Cast/crew shirts and costumes	367.00
		<b>Vendor Total:</b>	<b>367.00</b>
CUSTOM SPORTS	41065	Dragon wing shirts	110.00
CUSTOM SPORTS	41073	HS Track Warmups	1,430.00
		<b>Vendor Total:</b>	<b>1,540.00</b>
EBELING, CHLOE	2025AlanEhlersScholarship	Alan Ehlers Scholarship Checks	500.00
		<b>Vendor Total:</b>	<b>500.00</b>
GOTHENBURG PUBLIC SCHOOLS	2025JrHighEntryFee	Entry fee for Sophie to go to JH State	32.00
		<b>Vendor Total:</b>	<b>32.00</b>
HENRY DOORLY ZOO	24071055105939168734	NHS Zoo Tickets	152.00
		<b>Vendor Total:</b>	<b>152.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
HTOO, YO	2025 Botsch Scholars	Walter Botsch Scholarship checks	500.00
<b>Vendor Total:</b>			<b>500.00</b>
HY-VEE FOOD STORE	4887352143	Roses for Soccer Parents Night	9.00
HY-VEE FOOD STORE	4887917411	Flowers for Girls Soccer Parents Night	20.00
<b>Vendor Total:</b>			<b>29.00</b>
LITTLE LYON COFFEE COMPANY	24- 25TeacherApprec ia	Teacher Appreciation	460.00
<b>Vendor Total:</b>			<b>460.00</b>
LOUISVILLE VOLLEYBALL	2025MadisonNEVB Camp	JV/V Vball Louisville Team Camp	300.00
<b>Vendor Total:</b>			<b>300.00</b>
LUTHERAN HIGH NORTHEAST	4.24.25 Golf Invite	4.24.25 Golf Invite Entry Fee	20.00
<b>Vendor Total:</b>			<b>20.00</b>
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.1. 25OnlinePmtFees	5.1.25OnlinePmtFees	1.04
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.13. 25OnlinePmtFees	5.13.25OnlinePmtFees	0.56
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.14. 25OnlinePmtFees	5.14.25OnlinePmtFees	0.42
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.15. 25OnlinePmtFees	5.15.25OnlinePmtFees	1.55
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.16. 25OnlinePmtFees	5.16.25OnlinePmtFees	1.61
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.2. 25OnlinePmtFees	5.2.25OnlinePmtFees	3.34
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.20. 25OnlinePmtFees	5.20.25OnlinePmtFees	2.90
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.22. 25OnlinePmtFees	5.22.25OnlinePmtFees	1.21
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.23. 25OnlinePmtFees	5.23.25OnlinePmtFees	1.50
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.28. 25OnlinePmtFees	5.28.25OnlinePmtFees	2.37
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.30. 25OnlinePmtFees	5.30.25OnlinePmtFees	2.51
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.6. 25OnlinePmtFees	5.6.25OnlinePmtFees	1.26
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.9. 25OnlinePmtFees	5.9.25OnlinePmtFees	2.49
<b>Vendor Total:</b>			<b>22.76</b>
MILLER, CHRIS	ScarletHotelFBC amp	The Scarlet Hotel for FB Coaches camp	128.41
<b>Vendor Total:</b>			<b>128.41</b>
NATIONAL FFA ORGANIZATION	248019751053073 46637	FFA Banquet Decorations	438.50
<b>Vendor Total:</b>			<b>438.50</b>
NEW VICTORIAN INN & SUITES	Conf 184189	Jr. High State Track Meet 2025	136.00
<b>Vendor Total:</b>			<b>136.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
OVR PERFORMANCE LLC	240113450881000 51014	Velocity Based Testing (bar speed)	398.00
		<b>Vendor Total:</b>	<b>398.00</b>
PRAEUNER, CLARA	2025RedCrossSch olars	2025 Red Cross Scholarship	1,000.00
		<b>Vendor Total:</b>	<b>1,000.00</b>
REYES, ERIKAMARIE	2025 Botsch Scholars	Walter Botsch Scholarship checks	500.00
		<b>Vendor Total:</b>	<b>500.00</b>
STAAB MANAGEMENT COMPANY- PIZZA HUT MADISON	4.29.25 #00014	concessions	36.00
STAAB MANAGEMENT COMPANY- PIZZA HUT MADISON	5.17.25 #0001	8th grade celebration	153.51
		<b>Vendor Total:</b>	<b>189.51</b>
STANTON COMMUNITY SCHOOLS	5.9. 25GolfInviteFee	5.9.25 Golf Invite Fee	125.00
		<b>Vendor Total:</b>	<b>125.00</b>
STUECKRATH, JACKIE	MoneyForExpense s	Money to help with expenses	500.00
		<b>Vendor Total:</b>	<b>500.00</b>
STUECKRATH, MADDIE	2025AlanEhlersS choia	Alan Ehlers Scholarship Checks	500.00
		<b>Vendor Total:</b>	<b>500.00</b>
SYNCB/AMAZON	246921650901039 88601	props/costumes for musical	16.48
SYNCB/AMAZON	246921650931069 75462	smart snacks	27.00
SYNCB/AMAZON	246921650941077 03647	Black Towels	78.88
SYNCB/AMAZON	246921650941077 58386	Cross Country Summer Incentives	39.19
SYNCB/AMAZON	246921650941077 95150	Cross Country Summer Incentives	80.97
SYNCB/AMAZON	246921650951082 18657	Cross Country Summer Incentives	63.98
SYNCB/AMAZON	246921650951086 88838	smart snacks	70.66
SYNCB/AMAZON	246921650991020 39481	popcorn boxes	39.99
SYNCB/AMAZON	246921651011033 94199	AD trail camera for practice field	99.99
SYNCB/AMAZON	246921651011038 40798	Soccer goalie gloves	47.99
		<b>Vendor Total:</b>	<b>565.13</b>
US BANK	240007750861000 22936	Net sag straps	44.95
US BANK	240276250920670 08558	FB Coaches clinic	120.00
US BANK	240552250932939 12711	Park and Go state FFA	10.50
US BANK	242316850932941 19284	State FFA Dinner	348.35
US BANK	244450051133005	Banquet	53.71

**Board Report**

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
	84886		
US BANK	244921650931000	Beef Jerky- SMART SNACKS	51.85
	00417		
US BANK	244921651091000	Anet subscription	9.99
	04034		
US BANK	246921650921058	FFA Scarves	30.00
	99577		
US BANK	249430050921792	State FFA Movies	350.16
	1177		
		<b>Vendor Total:</b>	<b>1,019.51</b>
VICTORY TOO GRAPHICS	58940	2025 State Track qualifier t-shirts	171.40
		<b>Vendor Total:</b>	<b>171.40</b>
WALMART COMMUNITY	4.23.25 626935	Awards banquet supplies	645.25
WALMART COMMUNITY	626935 4.22.25	Banquet	109.66
		<b>Vendor Total:</b>	<b>754.91</b>
WEST POINT-BEEMER SCHOOLS	5.19.	5.19.25 Golf Districts	100.00
	25GolfDistricts		
		<b>Vendor Total:</b>	<b>100.00</b>
WISNER-PILGER SCHOOLS	5.5.	5.5.25 MS Track Entry Fee	150.00
	25MSTrackEntryF e		
		<b>Vendor Total:</b>	<b>150.00</b>
		<b>Fund Total:</b>	<b>12,670.20</b>
		<b>Checking Account Total:</b>	<b>12,670.20</b>

**MADISON PUBLIC SCHOOLS**  
**TREASURER'S REPORT**

May 31, 2025

**General Fund**

					<b><u>BALANCE</u></b>	<i>Last year's balance</i>
Balance Forward as of	<u>April 30, 2025</u>				<b>\$3,577,134.29</b>	
Receipts		+	\$	2,386,799.78		
Expenditures		-	\$	896,400.02		
Balance as of	<u>May 31, 2025</u>				<b>\$5,067,534.05</b>	\$3,289,916.49

**Employee Benefit Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$13,894.39	
Receipts		+	\$	3,524.72		
Expenditures		-	\$	4,964.73		
Balance as of	<u>May 31, 2025</u>				<b>\$12,454.38</b>	\$15,829.45

**Petty Cash Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$1,355.70	
Receipts		+	\$	255.28		
Expenditures		-	\$	255.00		
Balance as of	<u>May 31, 2025</u>				<b>\$1,355.98</b>	\$1,538.86

**Total Assets for General Fund**

**\$5,081,344.41** \$3,307,284.80

**Depreciation Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$315,973.15	
Receipts		+	\$	740.68		
Expenditures		-				
Balance as of	<u>May 31, 2025</u>				<b>\$316,713.83</b>	\$353,990.76

**Bond Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$181,806.80	
Receipts		+	\$	5,453.50		
Expenditures		-	\$	3,268.75		
Balance as of	<u>May 31, 2025</u>				<b>\$183,991.55</b>	\$230,569.71

**Qualified Capital Purpose Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$635,476.41	
Receipts		+	\$	16,441.89		
Expenditures		-				
Balance as of	<u>May 31, 2025</u>				<b>\$651,918.30</b>	\$627,413.79

**Special Building Fund**

Balance Forward as of	<u>April 30, 2025</u>				\$2,015,329.69	
Receipts		+	\$	373,421.45		
Expenditures		-	\$	120,395.00		
Balance as of	<u>May 31, 2025</u>				<b>\$2,268,356.14</b>	\$2,180,425.70

**Investment Checking**

Balance Forward as of	<u>April 30, 2025</u>				\$366,256.77	
Receipts		+	\$	1,059.89		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2025</u>				<b>\$367,316.66</b>	\$353,453.87

GENERAL FUND RECEIPTS		Through May 31, 2025			
LINE #	DESCRIPTION	BUDGET		CURRENT RECEIPTS	
	TOTAL LOCAL	\$ 6,624,321.00		\$ 6,512,075.63	
	TOTAL STATE AID	\$ 844,893.00		\$ 760,401.00	
	TOTAL FEDERAL	\$ 932,000.00		\$ 1,944,886.33	
1510	Interest			\$ 59,874.68	
1800	Community Service (ChildCare)			\$ 46,940.00	
1920	Grants/Donations				
2210	ESU Receipts			\$ 650.00	
3120	SPED Reimbursement			\$ 565,552.00	
3125	SPED - Transportation			\$ 36,019.00	
3155	Textbook Loan				
3400	State Apportionment			\$ 208,947.19	
3551	Education Quest			\$ 10,024.55	
3512	Distance Learning			\$ 949.45	
3535	High Ability Learners				
3590/3599	Other State Receipts			\$ 2,465.62	
4105	ERate				
4212	Title I - Support For Improvement			\$ 136,634.00	
4310	REAP				
4421/22/23	IDEA - ARP				
4505	Title I			\$ 142,215.00	
4508	Title ID Delinquent Ed			\$ 84,997.00	
4509	Title IIA			\$ 30,328.00	
4510	Title IV ESSA				
4512	IDEA Base				
4516/4518	Idea Prop Share/Poverty			\$ 150,189.00	
4521	IDEA PS				
4525	Perkins			\$ 12,656.72	
4526	Migrant			\$ 59,238.00	
4530	Family Litercy/Other Federal Receipts			\$ 1,592.53	
4531	21st Century			\$ 28,234.00	
4708	Medicaid in Public Schools			\$ 2,551.55	
4709	Neb-Mac Funds			\$ 6,677.82	
4991/4969	ESSA			\$ 11,388.00	
4988/4989	ARPELO			\$ 47,159.00	
4996/4998	ARP			\$ 352,592.00	
5301	Insurance Adjustments			\$ 6,304.00	
9000	Misc Non Revenue Receipts			\$ 581.90	
<b>ESTIMATED BUDGET OF EXPENDITURES</b>					
		<b>CURRENT BUDGET</b>		<b>CURRENT SPENDING</b>	<b>Remaining</b>
1100	REGULAR EDUCATION	\$ 5,000,000.00		\$ 3,647,117.31	27%
1200	SPECIAL EDUCATION	\$ 1,500,000.00		\$ 777,205.43	48%
2100/2190	SUPPORT SERVICES - PUPILS	\$ 800,000.00		\$ 655,133.60	18%
2200	SUPPORT SERVICES - STAFF	\$ 400,000.00		\$ 133,203.19	67%
2310	BOARD OF EDUCATION	\$ 50,000.00		\$ 28,230.67	44%
2320	EXECUTIVE ADMINISTRATION	\$ 250,000.00		\$ 138,751.13	44%
2330	DISTRICT LEGAL SERVICES	\$ 10,000.00		\$ 6,437.70	36%
2410	OFFICE OF THE PRINCIPAL	\$ 400,000.00		\$ 254,096.27	36%
2500	GENERAL ADMINISTRATION/BS	\$ 350,000.00		\$ 196,442.28	44%
2600	MAIN. & OPERATION OF BLDS.	\$ 950,000.00		\$ 630,446.26	34%
2710	REGULAR TRANSPORTATION	\$ 150,000.00		\$ 78,749.33	48%
2712/2730	SCHOOL AGE SPED TRAN.	\$ 100,000.00		\$ 74,399.48	26%
3155	TEXTBOOK LOAN	\$ 5,000.00			
3300	COMMUNITY SERVICES (Childcare)	\$ 200,000.00		\$ 162,587.81	
3400	PRIVATE/CATEGORICAL GRANTS	\$ 7,500.00		\$ 15,566.01	
3535/3551	STATE PROGRAMS	\$ 7,500.00		\$ 18,109.73	
6000	FEDERAL PROGRAMS	\$ 1,500,000.00		\$ 381,347.20	75%
8000	TRANSFER TO DEPRECIATION	\$ -			
8000	TRANSFER TO ATHLETICS/LUNCH	\$ 50,000.00			
8000	TRANSFER TO OTHERS	\$ 100,000.00			
	BUDGET GROWTH	\$ 404,751.00			100%
	TOTAL BUDGET	\$ 12,234,751.00		\$ 7,197,823.40	41%

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>	1		
<b>Checking</b>	<b>1</b>	<b>Fund: 01 GENERAL FUND</b>	
ALBRACHT DISPOSAL SERVICE	104410	WASTE DISPOSAL	350.00
ALBRACHT DISPOSAL SERVICE	104411	WASTE DISPOSAL	325.00
		<b>Vendor Total:</b>	<b>675.00</b>
ALFRED	1219146	SUPPLIES	123.10
		<b>Vendor Total:</b>	<b>123.10</b>
APPEARA	0525 STMT	SERVICE	662.20
		<b>Vendor Total:</b>	<b>662.20</b>
BINSWANGER GLASS	0090567	REPAIRS	390.40
		<b>Vendor Total:</b>	<b>390.40</b>
BRADY & AMY'S	62450	FUEL	349.52
BRADY & AMY'S	62687	FUEL	121.14
BRADY & AMY'S	63342	FUEL	179.39
		<b>Vendor Total:</b>	<b>650.05</b>
CENTIMARK CORP	8001179157	INSPECTION	2,789.00
		<b>Vendor Total:</b>	<b>2,789.00</b>
CITY OF MADISON	0525 5045001	UTILITIES	409.32
CITY OF MADISON	0525 5095001	UTILITIES	93.45
CITY OF MADISON	0525 5097002	UTILITIES	100.70
CITY OF MADISON	0525 5181001	UTILITIES	112.50
		<b>Vendor Total:</b>	<b>715.97</b>
COLONIAL RESEARCH CHEMICAL	153681	SUPPLIES	4,006.70
		<b>Vendor Total:</b>	<b>4,006.70</b>
COMPUTER HARDWARE	L204539	SUPPLIES	16,225.00
		<b>Vendor Total:</b>	<b>16,225.00</b>
COPPERLINE ELECTRIC CO	1799	REPAIRS	5,927.06
		<b>Vendor Total:</b>	<b>5,927.06</b>
COURTESY FORD OF NORFOLK	667529	MAINTENANCE	60.95
COURTESY FORD OF NORFOLK	667590	MAINTENANCE	60.95
COURTESY FORD OF NORFOLK	667696	MAINTENANCE	110.36
COURTESY FORD OF NORFOLK	667700	MAINTENANCE	0.00
		<b>Vendor Total:</b>	<b>232.26</b>
CROWN PLAZA KEARNEY	0525 STMT	TRAVEL	799.75
		<b>Vendor Total:</b>	<b>799.75</b>
CURRICULUM ASSOCIATES LLC	90894532	SUPPLIES	2,120.28
CURRICULUM ASSOCIATES LLC	90894996	SUPPLIES	4,200.00
		<b>Vendor Total:</b>	<b>6,320.28</b>
CUTTING EDGE LAWN CARE SERVICE	2599	LAWN CARE	2,625.00
		<b>Vendor Total:</b>	<b>2,625.00</b>
EAKES OFFICE SOLUTIONS	9127924-0	SUPPLIES	113.98
EAKES OFFICE SOLUTIONS	9136176-0	MAINTENANCE	30.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
EAKES OFFICE SOLUTIONS	9143682-0	SUPPLIES	1,490.93	
EAKES OFFICE SOLUTIONS	INV652166	SUPPLIES	3,225.60	
		<b>Vendor Total:</b>		<b>4,860.51</b>
EDUCATIONAL SERVICE UNIT #7	0425 STMT	SERVICES	489.50	
		<b>Vendor Total:</b>		<b>489.50</b>
EMC INSURANCE COMPANIES	7002168161	INSURANCE	968.00	
		<b>Vendor Total:</b>		<b>968.00</b>
ESTECH SYSTEMS INC	210164	PHONE SERVICE	1,296.06	
		<b>Vendor Total:</b>		<b>1,296.06</b>
FATHER FLANAGANS BOYS HOME	CINV-00015027	SERVICES	3,900.00	
		<b>Vendor Total:</b>		<b>3,900.00</b>
FIELDS HARDWARE	189463	SUPPLIES	14.94	
		<b>Vendor Total:</b>		<b>14.94</b>
GO PHYSICAL THERAPY LLC	MAD52025	SERVICES	3,675.45	
		<b>Vendor Total:</b>		<b>3,675.45</b>
GREATAMERICA FINANCIAL SERVICES CORPORATION	39294845	COPIER LEASE	2,762.93	
		<b>Vendor Total:</b>		<b>2,762.93</b>
GULLICKSEN, DAKOTA	PO 4014	CONTRACT	156.83	
		<b>Vendor Total:</b>		<b>156.83</b>
HELVIE, CATHY	0525 STMT	MILEAGE	560.00	
		<b>Vendor Total:</b>		<b>560.00</b>
HERITAGE SPANISH	1066	SUPPLIES	346.00	
		<b>Vendor Total:</b>		<b>346.00</b>
HERMITAGE ART COMPANY, INC.	1406576	SUPPLIES	33.48	
		<b>Vendor Total:</b>		<b>33.48</b>
HIRERIGHT LLC, INC	P1276740	TESTING	38.55	
		<b>Vendor Total:</b>		<b>38.55</b>
HY-VEE FOOD STORE	043025 RECEIPT	SUPPLIES	50.96	
		<b>Vendor Total:</b>		<b>50.96</b>
HY-VEE FOOD STORES, INC	042925 RECEIPT	SUPPLIES	355.00	
		<b>Vendor Total:</b>		<b>355.00</b>
HYVEE FOOD STORES INC	043025 RECEIPT	SUPPLIES	239.27	
		<b>Vendor Total:</b>		<b>239.27</b>
J W PEPPER & SON INC	367528724	SUPPLIES	103.99	
J W PEPPER & SON INC	367529235	SUPPLIES	100.00	
		<b>Vendor Total:</b>		<b>203.99</b>
JACKSON SERVICES	5551470	SERVICE	81.89	
JACKSON SERVICES	5551471	SERVICE	158.38	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
JACKSON SERVICES	5560139	SERVICE	81.89	
JACKSON SERVICES	5560140	SERVICE	158.33	
JACKSON SERVICES	5570321	SERVICE	81.89	
JACKSON SERVICES	5570322	SERVICE	158.36	
		<b>Vendor Total:</b>		<b>720.74</b>
JOHNSON ELECTRIC	3145	MAINTENANCE	619.52	
		<b>Vendor Total:</b>		<b>619.52</b>
JOURNEYED.COM	10557530	LICENSE	3,114.00	
		<b>Vendor Total:</b>		<b>3,114.00</b>
K-LOG INC	25-334229-1	SUPPLIES	5,422.00	
		<b>Vendor Total:</b>		<b>5,422.00</b>
KEN'S BAND INSTRUMENT REPAIR	0525 STMT	REPAIRS	292.00	
		<b>Vendor Total:</b>		<b>292.00</b>
KSB SCHOOL LAW	19000	LEGAL SERVICES	1,500.00	
		<b>Vendor Total:</b>		<b>1,500.00</b>
LINCOLN ELECTRIC COMPANY, THE	913907479	SUPPLIES	75.20	
		<b>Vendor Total:</b>		<b>75.20</b>
LUNCHTIME SOLUTIONS, INC.	NE00001654	SUPPLIES	1,569.65	
		<b>Vendor Total:</b>		<b>1,569.65</b>
MADISON STAR MAIL	16467	PUBLICATIONS	9.82	
MADISON STAR MAIL	16472	PUBLICATIONS	9.82	
MADISON STAR MAIL	16487	PUBLICATIONS	93.82	
		<b>Vendor Total:</b>		<b>113.46</b>
MENARDS - NORFOLK	73738	SUPPLIES	227.56	
MENARDS - NORFOLK	74040	SUPPLIES	14.87	
MENARDS - NORFOLK	74308	SUPPLIES	54.57	
MENARDS - NORFOLK	74555	SUPPLIES	374.91	
MENARDS - NORFOLK	74659	SUPPLIES	168.53	
MENARDS - NORFOLK	74925	SUPPLIES	641.66	
MENARDS - NORFOLK	74970	SUPPLIES	42.95	
MENARDS - NORFOLK	74992	SUPPLIES	35.93	
MENARDS - NORFOLK	75032	SUPPLIES	7.18	
MENARDS - NORFOLK	75042	MAINT	31.98	
		<b>Vendor Total:</b>		<b>1,600.14</b>
MPS ACTIVITY FUND	0525 REIMB	REIMB	30.00	
MPS ACTIVITY FUND	0625 REIMB	REIMB	200.00	
		<b>Vendor Total:</b>		<b>230.00</b>
MPS LUNCH FUND	PO 4025	REIMB	8.40	
		<b>Vendor Total:</b>		<b>8.40</b>
MPS-PETTY CASH	0625 REIMB	REIMB	99.49	
		<b>Vendor Total:</b>		<b>99.49</b>
NASCO ARTS & CRAFTS	815212	SUPPLIES	11.92	
NASCO ARTS & CRAFTS	815636	SUPPLIES	5.96	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>17.88</b>
NE REGIONAL DEAF ED PROGRAM	0425 STMT -	SERVICES	350.00	
NE REGIONAL DEAF ED PROGRAM	0525 STMT	SERVICES	725.00	
			<b>Vendor Total:</b>	<b>1,075.00</b>
NORFOLK DAILY NEWS	25-26 SUBSCRIPTION	SUBSCRIPTION	430.00	
			<b>Vendor Total:</b>	<b>430.00</b>
NORFOLK SPECIALTIES, INC.	109803	SUPPLIES	2,250.00	
			<b>Vendor Total:</b>	<b>2,250.00</b>
NORTHEAST REGIONAL PROGRAM	0425 STMT	SERVICES	202.70	
			<b>Vendor Total:</b>	<b>202.70</b>
PINKELMAN TRUCK AND TRAILER	24933	MAINTENANCE	5,247.25	
			<b>Vendor Total:</b>	<b>5,247.25</b>
PITNEY BOWES BANK INC RESERVE ACCOUNT	0525 POSTAGE	POSTAGE	1,000.00	
			<b>Vendor Total:</b>	<b>1,000.00</b>
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	3320729123	METER LEASE	165.54	
			<b>Vendor Total:</b>	<b>165.54</b>
POCKET LAB	INV-3443	SUPPLIES	467.00	
			<b>Vendor Total:</b>	<b>467.00</b>
REALLY GOOD STUFF	8868709	SUPPLIES	211.55	
			<b>Vendor Total:</b>	<b>211.55</b>
REALLY GREAT READING CO	53256	SUPPLIES	784.00	
			<b>Vendor Total:</b>	<b>784.00</b>
ROLLING HILLS PUBLISHING	8468	SUPPLIES	1,452.00	
			<b>Vendor Total:</b>	<b>1,452.00</b>
SECURITY SHREDDING SERVICES	23202	DISPOSAL	40.00	
			<b>Vendor Total:</b>	<b>40.00</b>
SHORT STOP, THE	811923	FUEL	2,100.95	
			<b>Vendor Total:</b>	<b>2,100.95</b>
SPARKFUN ELECTRONICS	000086308	SUPPLIES	119.95	
			<b>Vendor Total:</b>	<b>119.95</b>
TEACHER DIRECT	S0324197	SUPPLIES	54.40	
			<b>Vendor Total:</b>	<b>54.40</b>
THREE CLOVER MOWING	0002-25	LAWN CARE	1,900.00	
			<b>Vendor Total:</b>	<b>1,900.00</b>
ULINE	192689736	SUPPLIES	1,981.17	
			<b>Vendor Total:</b>	<b>1,981.17</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
UNIVERSITY OF NEBRASKA AT KEARNEY	57-14322	TRAINING	125.00	
		<b>Vendor Total:</b>		<b>125.00</b>
VOLKMAN PLUMBING & HEATING	219789	REPAIRS	10,175.93	
VOLKMAN PLUMBING & HEATING	219871	REPAIRS	152.00	
		<b>Vendor Total:</b>		<b>10,327.93</b>
WALMART COMMUNITY	042925 RECEIPT	SUPPLIES	22.82	
WALMART COMMUNITY	050725 RECEIPT	SUPPLIES	72.87	
WALMART COMMUNITY	052025 RECEIPT	SUPPLIES	80.52	
		<b>Vendor Total:</b>		<b>176.21</b>
WATER ENGINEERING INC	IN196437	WATER SERVICE	217.12	
WATER ENGINEERING INC	IN196441	WATER SERVICE	308.79	
		<b>Vendor Total:</b>		<b>525.91</b>
WIESER EDUCATIONAL	11491	SUPPLIES	385.15	
		<b>Vendor Total:</b>		<b>385.15</b>
WINNERS' CIRCLE	57378	SUPPLIES	243.69	
		<b>Vendor Total:</b>		<b>243.69</b>
WOODRIVER ENERGY	451376	UTILITIES	2,887.01	
		<b>Vendor Total:</b>		<b>2,887.01</b>
		<b>Fund Total:</b>		<b>111,628.13</b>
		<b>Checking Account Total:</b>		<b>111,628.13</b>

**September 2024 Board Meeting:**

## Bond Fund:

BOK Financial \$ 9,980.12 Bond Payment

## Special Building Fund:

Five Points Bank \$ 62,291.66 Interest payment on elementary project

Volkman \$ 62,916.03 Billing #2 on Air Conditioner

**October 2024 Board Meeting:**

## Depreciation Fund:

Complete Floors \$ 26,836.00 Elementary Classroom flooring

Complete Floors \$ 2,687.00 High School flooring

## Special Building Fund:

Volkman \$ 33,786.80 Billing #3 on Air Conditioner

Volkman \$ 32,627.17 Billing #4 on Air Conditioner

**November 2024 Board Meeting:**

## Bond Fund:

BOK Financial \$ 193,696.25 Bond payment

## QP Fund:

ComputerShare \$ 700.00 Administrative Charge

## Special Building Fund:

DWB, Inc. \$ 72,151.00 Walkway Construction

**December 2024 Board Meeting:**

## Special Building Fund:

Volkman \$ 10,000.00 Final Billing on Air Conditioner

**January 2025 Board Meeting:**

No new bills

**February 2025 Board Meeting:**

## Special Building Fund:

DWB, INC. \$ 5,033.00 Door Installation in New Gym

**March 2025 Board Meeting:**

## Bond Fund:

BOK Financial \$ 684.64 Bond interest expenses

## Special Building Fund:

Voss \$ 29,064.00 Down payment on Elementary LED upgrade

Five Points Bank \$ 61,276.04 Interest Payment on Elementary Project

**April 2025 Board Meeting:**

## Depreciation:

Anderson Ford \$ 27,799.00 Pickup Purchase

Petty Cash \$ 500.00 Reimburse for down payment on Pickup

**May 2025 Board Meeting:**

## Depreciation:

Gregg Young Chevrolet \$ 24,589.00 Chevrolet Trax

## Bond Fund:

BOK Financial \$ 3,268.75 Interest payment

## Special Building:

Volkman Plumbing &amp; Heating \$ 120,395.00 Installation of HVAC

**June 2025 Board Meeting:**

None as of board report posting

# MADISON PUBLIC SCHOOLS

## TREASURER'S REPORT

May 31, 2025

### General Fund

				<u>BALANCE</u>	<i>Last year's balance</i>
Balance Forward as of	<u>April 30, 2025</u>			\$3,577,134.29	
Receipts		+	\$ 2,386,799.78		
Expenditures		-	\$ 896,400.02		
Balance as of	<u>May 31, 2025</u>			<u>\$5,067,534.05</u>	\$3,289,916.49

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### Petty Cash Fund

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Receipts		+	\$ 255.28		
Expenditures		-	\$ 255.00		
Balance as of	<u>May 31, 2025</u>			<u>\$1,355.98</u>	\$1,538.86

### **Total Assets for General Fund**

**\$5,081,344.41** \$3,307,284.80

### Depreciation Fund

Balance Forward as of	<u>April 30, 2025</u>			\$315,973.15	
Receipts		+	\$ 740.68		
Expenditures		-			
Balance as of	<u>May 31, 2025</u>			<u>\$316,713.83</u>	\$353,990.76

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### Qualified Capital Purpose Fund

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### Investment Checking

Balance Forward as of	<u>April 30, 2025</u>			\$366,256.77	
Receipts		+	\$ 1,059.89		
Expenditures		-	\$ -		
Balance as of	<u>May 31, 2025</u>			<u>\$367,316.66</u>	\$353,453.87

GENERAL FUND RECEIPTS		Through May 31, 2025			
LINE #	DESCRIPTION	BUDGET		CURRENT RECEIPTS	
	TOTAL LOCAL	\$ 6,624,321.00		\$ 6,512,075.63	
	TOTAL STATE AID	\$ 844,893.00		\$ 760,401.00	
	TOTAL FEDERAL	\$ 932,000.00		\$ 1,944,886.33	
1510	Interest			\$ 59,874.68	
1800	Community Service (ChildCare)			\$ 46,940.00	
1920	Grants/Donations				
2210	ESU Receipts			\$ 650.00	
3120	SPED Reimbursement			\$ 565,552.00	
3125	SPED - Transportation			\$ 36,019.00	
3155	Textbook Loan				
3400	State Apportionment			\$ 208,947.19	
3551	Education Quest			\$ 10,024.55	
3512	Distance Learning			\$ 949.45	
3535	High Ability Learners				
3590/3599	Other State Receipts			\$ 2,465.62	
4105	ERate				
4212	Title I - Support For Improvement			\$ 136,634.00	
4310	REAP				
4421/22/23	IDEA - ARP				
4505	Title I			\$ 142,215.00	
4508	Title ID Delinquent Ed			\$ 84,997.00	
4509	Title IIA			\$ 30,328.00	
4510	Title IV ESSA				
4512	IDEA Base				
4516/4518	Idea Prop Share/Poverty			\$ 150,189.00	
4521	IDEA PS				
4525	Perkins			\$ 12,656.72	
4526	Migrant			\$ 59,238.00	
4530	Family Litercy/Other Federal Receipts			\$ 1,592.53	
4531	21st Century			\$ 28,234.00	
4708	Medicaid in Public Schools			\$ 2,551.55	
4709	Neb-Mac Funds			\$ 6,677.82	
4991/4969	ESSA			\$ 11,388.00	
4988/4989	ARPELO			\$ 47,159.00	
4996/4998	ARP			\$ 352,592.00	
5301	Insurance Adjustments			\$ 6,304.00	
9000	Misc Non Revenue Receipts			\$ 581.90	
<b>ESTIMATED BUDGET OF EXPENDITURES</b>					
		<b>CURRENT BUDGET</b>		<b>CURRENT SPENDING</b>	<b>Remaining</b>
1100	REGULAR EDUCATION	\$ 5,000,000.00		\$ 3,647,117.31	27%
1200	SPECIAL EDUCATION	\$ 1,500,000.00		\$ 777,205.43	48%
2100/2190	SUPPORT SERVICES - PUPILS	\$ 800,000.00		\$ 655,133.60	18%
2200	SUPPORT SERVICES - STAFF	\$ 400,000.00		\$ 133,203.19	67%
2310	BOARD OF EDUCATION	\$ 50,000.00		\$ 28,230.67	44%
2320	EXECUTIVE ADMINISTRATION	\$ 250,000.00		\$ 138,751.13	44%
2330	DISTRICT LEGAL SERVICES	\$ 10,000.00		\$ 6,437.70	36%
2410	OFFICE OF THE PRINCIPAL	\$ 400,000.00		\$ 254,096.27	36%
2500	GENERAL ADMINISTRATION/BS	\$ 350,000.00		\$ 196,442.28	44%
2600	MAIN. & OPERATION OF BLDS.	\$ 950,000.00		\$ 630,446.26	34%
2710	REGULAR TRANSPORTATION	\$ 150,000.00		\$ 78,749.33	48%
2712/2730	SCHOOL AGE SPED TRAN.	\$ 100,000.00		\$ 74,399.48	26%
3155	TEXTBOOK LOAN	\$ 5,000.00			
3300	COMMUNITY SERVICES (Childcare)	\$ 200,000.00		\$ 162,587.81	
3400	PRIVATE/CATEGORICAL GRANTS	\$ 7,500.00		\$ 15,566.01	
3535/3551	STATE PROGRAMS	\$ 7,500.00		\$ 18,109.73	
6000	FEDERAL PROGRAMS	\$ 1,500,000.00		\$ 381,347.20	75%
8000	TRANSFER TO DEPRECIATION	\$ -			
8000	TRANSFER TO ATHLETICS/LUNCH	\$ 50,000.00			
8000	TRANSFER TO OTHERS	\$ 100,000.00			
	BUDGET GROWTH	\$ 404,751.00			100%
	TOTAL BUDGET	\$ 12,234,751.00		\$ 7,197,823.40	41%

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>	1		
<b>Checking</b>	<b>1</b>	<b>Fund: 01 GENERAL FUND</b>	
ALBRACHT DISPOSAL SERVICE	104410	WASTE DISPOSAL	350.00
ALBRACHT DISPOSAL SERVICE	104411	WASTE DISPOSAL	325.00
		<b>Vendor Total:</b>	<b>675.00</b>
ALFRED	1219146	SUPPLIES	123.10
		<b>Vendor Total:</b>	<b>123.10</b>
APPEARA	0525 STMT	SERVICE	662.20
		<b>Vendor Total:</b>	<b>662.20</b>
BINSWANGER GLASS	0090567	REPAIRS	390.40
		<b>Vendor Total:</b>	<b>390.40</b>
BRADY & AMY'S	62450	FUEL	349.52
BRADY & AMY'S	62687	FUEL	121.14
BRADY & AMY'S	63342	FUEL	179.39
		<b>Vendor Total:</b>	<b>650.05</b>
CENTIMARK CORP	8001179157	INSPECTION	2,789.00
		<b>Vendor Total:</b>	<b>2,789.00</b>
CITY OF MADISON	0525 5045001	UTILITIES	409.32
CITY OF MADISON	0525 5095001	UTILITIES	93.45
CITY OF MADISON	0525 5097002	UTILITIES	100.70
CITY OF MADISON	0525 5181001	UTILITIES	112.50
		<b>Vendor Total:</b>	<b>715.97</b>
COLONIAL RESEARCH CHEMICAL	153681	SUPPLIES	4,006.70
		<b>Vendor Total:</b>	<b>4,006.70</b>
COMPUTER HARDWARE	L204539	SUPPLIES	16,225.00
		<b>Vendor Total:</b>	<b>16,225.00</b>
COPPERLINE ELECTRIC CO	1799	REPAIRS	5,927.06
		<b>Vendor Total:</b>	<b>5,927.06</b>
COURTESY FORD OF NORFOLK	667529	MAINTENANCE	60.95
COURTESY FORD OF NORFOLK	667590	MAINTENANCE	60.95
COURTESY FORD OF NORFOLK	667696	MAINTENANCE	110.36
COURTESY FORD OF NORFOLK	667700	MAINTENANCE	0.00
		<b>Vendor Total:</b>	<b>232.26</b>
CROWN PLAZA KEARNEY	0525 STMT	TRAVEL	799.75
		<b>Vendor Total:</b>	<b>799.75</b>
CURRICULUM ASSOCIATES LLC	90894532	SUPPLIES	2,120.28
CURRICULUM ASSOCIATES LLC	90894996	SUPPLIES	4,200.00
		<b>Vendor Total:</b>	<b>6,320.28</b>
CUTTING EDGE LAWN CARE SERVICE	2599	LAWN CARE	2,625.00
		<b>Vendor Total:</b>	<b>2,625.00</b>
EAKES OFFICE SOLUTIONS	9127924-0	SUPPLIES	113.98
EAKES OFFICE SOLUTIONS	9136176-0	MAINTENANCE	30.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
EAKES OFFICE SOLUTIONS	9143682-0	SUPPLIES	1,490.93	
EAKES OFFICE SOLUTIONS	INV652166	SUPPLIES	3,225.60	
		<b>Vendor Total:</b>		<b>4,860.51</b>
EDUCATIONAL SERVICE UNIT #7	0425 STMT	SERVICES	489.50	
		<b>Vendor Total:</b>		<b>489.50</b>
EMC INSURANCE COMPANIES	7002168161	INSURANCE	968.00	
		<b>Vendor Total:</b>		<b>968.00</b>
ESTECH SYSTEMS INC	210164	PHONE SERVICE	1,296.06	
		<b>Vendor Total:</b>		<b>1,296.06</b>
FATHER FLANAGANS BOYS HOME	CINV-00015027	SERVICES	3,900.00	
		<b>Vendor Total:</b>		<b>3,900.00</b>
FIELDS HARDWARE	189463	SUPPLIES	14.94	
		<b>Vendor Total:</b>		<b>14.94</b>
GO PHYSICAL THERAPY LLC	MAD52025	SERVICES	3,675.45	
		<b>Vendor Total:</b>		<b>3,675.45</b>
GREATAMERICA FINANCIAL SERVICES CORPORATION	39294845	COPIER LEASE	2,762.93	
		<b>Vendor Total:</b>		<b>2,762.93</b>
GULLICKSEN, DAKOTA	PO 4014	CONTRACT	156.83	
		<b>Vendor Total:</b>		<b>156.83</b>
HELVIE, CATHY	0525 STMT	MILEAGE	560.00	
		<b>Vendor Total:</b>		<b>560.00</b>
HERITAGE SPANISH	1066	SUPPLIES	346.00	
		<b>Vendor Total:</b>		<b>346.00</b>
HERMITAGE ART COMPANY, INC.	1406576	SUPPLIES	33.48	
		<b>Vendor Total:</b>		<b>33.48</b>
HIRERIGHT LLC, INC	P1276740	TESTING	38.55	
		<b>Vendor Total:</b>		<b>38.55</b>
HY-VEE FOOD STORE	043025 RECEIPT	SUPPLIES	50.96	
		<b>Vendor Total:</b>		<b>50.96</b>
HY-VEE FOOD STORES, INC	042925 RECEIPT	SUPPLIES	355.00	
		<b>Vendor Total:</b>		<b>355.00</b>
HYVEE FOOD STORES INC	043025 RECEIPT	SUPPLIES	239.27	
		<b>Vendor Total:</b>		<b>239.27</b>
J W PEPPER & SON INC	367528724	SUPPLIES	103.99	
J W PEPPER & SON INC	367529235	SUPPLIES	100.00	
		<b>Vendor Total:</b>		<b>203.99</b>
JACKSON SERVICES	5551470	SERVICE	81.89	
JACKSON SERVICES	5551471	SERVICE	158.38	

**Board Report**

Unposted; Batch Description JUNE 2025 GENERAL FUND INVOICES

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
JACKSON SERVICES	5560139	SERVICE	81.89	
JACKSON SERVICES	5560140	SERVICE	158.33	
JACKSON SERVICES	5570321	SERVICE	81.89	
JACKSON SERVICES	5570322	SERVICE	158.36	
		<b>Vendor Total:</b>		<b>720.74</b>
JOHNSON ELECTRIC	3145	MAINTENANCE	619.52	
		<b>Vendor Total:</b>		<b>619.52</b>
JOURNEYED.COM	10557530	LICENSE	3,114.00	
		<b>Vendor Total:</b>		<b>3,114.00</b>
K-LOG INC	25-334229-1	SUPPLIES	5,422.00	
		<b>Vendor Total:</b>		<b>5,422.00</b>
KEN'S BAND INSTRUMENT REPAIR	0525 STMT	REPAIRS	292.00	
		<b>Vendor Total:</b>		<b>292.00</b>
KSB SCHOOL LAW	19000	LEGAL SERVICES	1,500.00	
		<b>Vendor Total:</b>		<b>1,500.00</b>
LINCOLN ELECTRIC COMPANY, THE	913907479	SUPPLIES	75.20	
		<b>Vendor Total:</b>		<b>75.20</b>
LUNCHTIME SOLUTIONS, INC.	NE00001654	SUPPLIES	1,569.65	
		<b>Vendor Total:</b>		<b>1,569.65</b>
MADISON STAR MAIL	16467	PUBLICATIONS	9.82	
MADISON STAR MAIL	16472	PUBLICATIONS	9.82	
MADISON STAR MAIL	16487	PUBLICATIONS	93.82	
		<b>Vendor Total:</b>		<b>113.46</b>
MENARDS - NORFOLK	73738	SUPPLIES	227.56	
MENARDS - NORFOLK	74040	SUPPLIES	14.87	
MENARDS - NORFOLK	74308	SUPPLIES	54.57	
MENARDS - NORFOLK	74555	SUPPLIES	374.91	
MENARDS - NORFOLK	74659	SUPPLIES	168.53	
MENARDS - NORFOLK	74925	SUPPLIES	641.66	
MENARDS - NORFOLK	74970	SUPPLIES	42.95	
MENARDS - NORFOLK	74992	SUPPLIES	35.93	
MENARDS - NORFOLK	75032	SUPPLIES	7.18	
MENARDS - NORFOLK	75042	MAINT	31.98	
		<b>Vendor Total:</b>		<b>1,600.14</b>
MPS ACTIVITY FUND	0525 REIMB	REIMB	30.00	
MPS ACTIVITY FUND	0625 REIMB	REIMB	200.00	
		<b>Vendor Total:</b>		<b>230.00</b>
MPS LUNCH FUND	PO 4025	REIMB	8.40	
		<b>Vendor Total:</b>		<b>8.40</b>
MPS-PETTY CASH	0625 REIMB	REIMB	99.49	
		<b>Vendor Total:</b>		<b>99.49</b>
NASCO ARTS & CRAFTS	815212	SUPPLIES	11.92	
NASCO ARTS & CRAFTS	815636	SUPPLIES	5.96	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>17.88</b>
NE REGIONAL DEAF ED PROGRAM	0425 STMT -	SERVICES	350.00	
NE REGIONAL DEAF ED PROGRAM	0525 STMT	SERVICES	725.00	
			<b>Vendor Total:</b>	<b>1,075.00</b>
NORFOLK DAILY NEWS	25-26 SUBSCRIPTION	SUBSCRIPTION	430.00	
			<b>Vendor Total:</b>	<b>430.00</b>
NORFOLK SPECIALTIES, INC.	109803	SUPPLIES	2,250.00	
			<b>Vendor Total:</b>	<b>2,250.00</b>
NORTHEAST REGIONAL PROGRAM	0425 STMT	SERVICES	202.70	
			<b>Vendor Total:</b>	<b>202.70</b>
PINKELMAN TRUCK AND TRAILER	24933	MAINTENANCE	5,247.25	
			<b>Vendor Total:</b>	<b>5,247.25</b>
PITNEY BOWES BANK INC RESERVE ACCOUNT	0525 POSTAGE	POSTAGE	1,000.00	
			<b>Vendor Total:</b>	<b>1,000.00</b>
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	3320729123	METER LEASE	165.54	
			<b>Vendor Total:</b>	<b>165.54</b>
POCKET LAB	INV-3443	SUPPLIES	467.00	
			<b>Vendor Total:</b>	<b>467.00</b>
REALLY GOOD STUFF	8868709	SUPPLIES	211.55	
			<b>Vendor Total:</b>	<b>211.55</b>
REALLY GREAT READING CO	53256	SUPPLIES	784.00	
			<b>Vendor Total:</b>	<b>784.00</b>
ROLLING HILLS PUBLISHING	8468	SUPPLIES	1,452.00	
			<b>Vendor Total:</b>	<b>1,452.00</b>
SECURITY SHREDDING SERVICES	23202	DISPOSAL	40.00	
			<b>Vendor Total:</b>	<b>40.00</b>
SHORT STOP, THE	811923	FUEL	2,100.95	
			<b>Vendor Total:</b>	<b>2,100.95</b>
SPARKFUN ELECTRONICS	000086308	SUPPLIES	119.95	
			<b>Vendor Total:</b>	<b>119.95</b>
TEACHER DIRECT	S0324197	SUPPLIES	54.40	
			<b>Vendor Total:</b>	<b>54.40</b>
THREE CLOVER MOWING	0002-25	LAWN CARE	1,900.00	
			<b>Vendor Total:</b>	<b>1,900.00</b>
ULINE	192689736	SUPPLIES	1,981.17	
			<b>Vendor Total:</b>	<b>1,981.17</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
UNIVERSITY OF NEBRASKA AT KEARNEY	57-14322	TRAINING	125.00	
		<b>Vendor Total:</b>		<b>125.00</b>
VOLKMAN PLUMBING & HEATING	219789	REPAIRS	10,175.93	
VOLKMAN PLUMBING & HEATING	219871	REPAIRS	152.00	
		<b>Vendor Total:</b>		<b>10,327.93</b>
WALMART COMMUNITY	042925 RECEIPT	SUPPLIES	22.82	
WALMART COMMUNITY	050725 RECEIPT	SUPPLIES	72.87	
WALMART COMMUNITY	052025 RECEIPT	SUPPLIES	80.52	
		<b>Vendor Total:</b>		<b>176.21</b>
WATER ENGINEERING INC	IN196437	WATER SERVICE	217.12	
WATER ENGINEERING INC	IN196441	WATER SERVICE	308.79	
		<b>Vendor Total:</b>		<b>525.91</b>
WIESER EDUCATIONAL	11491	SUPPLIES	385.15	
		<b>Vendor Total:</b>		<b>385.15</b>
WINNERS' CIRCLE	57378	SUPPLIES	243.69	
		<b>Vendor Total:</b>		<b>243.69</b>
WOODRIVER ENERGY	451376	UTILITIES	2,887.01	
		<b>Vendor Total:</b>		<b>2,887.01</b>
		<b>Fund Total:</b>		<b>111,628.13</b>
		<b>Checking Account Total:</b>		<b>111,628.13</b>

**September 2024 Board Meeting:**

## Bond Fund:

BOK Financial \$ 9,980.12 Bond Payment

## Special Building Fund:

Five Points Bank \$ 62,291.66 Interest payment on elementary project

Volkman \$ 62,916.03 Billing #2 on Air Conditioner

**October 2024 Board Meeting:**

## Depreciation Fund:

Complete Floors \$ 26,836.00 Elementary Classroom flooring

Complete Floors \$ 2,687.00 High School flooring

## Special Building Fund:

Volkman \$ 33,786.80 Billing #3 on Air Conditioner

Volkman \$ 32,627.17 Billing #4 on Air Conditioner

**November 2024 Board Meeting:**

## Bond Fund:

BOK Financial \$ 193,696.25 Bond payment

## QP Fund:

ComputerShare \$ 700.00 Administrative Charge

## Special Building Fund:

DWB, Inc. \$ 72,151.00 Walkway Construction

**December 2024 Board Meeting:**

## Special Building Fund:

Volkman \$ 10,000.00 Final Billing on Air Conditioner

**January 2025 Board Meeting:**

No new bills

**February 2025 Board Meeting:**

## Special Building Fund:

DWB, INC. \$ 5,033.00 Door Installation in New Gym

**March 2025 Board Meeting:**

## Bond Fund:

BOK Financial \$ 684.64 Bond interest expenses

## Special Building Fund:

Voss \$ 29,064.00 Down payment on Elementary LED upgrade

Five Points Bank \$ 61,276.04 Interest Payment on Elementary Project

**April 2025 Board Meeting:**

## Depreciation:

Anderson Ford \$ 27,799.00 Pickup Purchase

Petty Cash \$ 500.00 Reimburse for down payment on Pickup

**May 2025 Board Meeting:**

## Depreciation:

Gregg Young Chevrolet \$ 24,589.00 Chevrolet Trax

## Bond Fund:

BOK Financial \$ 3,268.75 Interest payment

## Special Building:

Volkman Plumbing &amp; Heating \$ 120,395.00 Installation of HVAC

**June 2025 Board Meeting:**

None as of board report posting

# Madison Public Schools

**Justin Frederick**

*Superintendent*

**Jim Crilly**

*HS Principal*

**Reid Ehrisman**

*MS Principal/EL*

**Karla Kush**

*Elementary Principal*

700 So Kent St.

P.O. Box 450

Madison, NE 68748

District Phone (402) 454-3336 Fax (402) 454-2238

Elementary Phone (402) 454-2656 Fax (402) 454-3978

**Travis Jordan**

*Director of CAI*

**Landonn Mackey**

*Athletic Director*

**Celine Filsinger**

*Office Manager/HR*

**The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.**

Congratulations to Griffin Jordan on winning the 2025 Class C Pole Vault at state track!!!

Congratulations to Mrs. Karla Kush on being named Region 3 Elementary Principal of the year!!!

We have been unable to hire a Title I teacher for middle school at this point, but we will keep looking for the next few weeks and see if we can get someone to fill the position.

Mr. Mackey and I met with Nemaha on June 4 to discuss athletic complex. I have attached some information on with Admin Reports if you want to see it. I would also like to discuss possible dates we could maybe have board, admin, and Nemaha come together for a work session.

I have put on substitute pay for your consideration. We have been at \$150 for the last two school years, which has held us pretty close to other EHC and surrounding schools. Seems like many are going up, so admin recommends we go up \$160/\$80.

The other action item is KSB summer legislative update. Most of them are pretty straight forward. There is a memo attached and then all the actual policies. The policies are the redline edition, which they have writing off to the side. A couple have options with them. 3057 has two options, and Mr. Crilly (Madison Title IX Coordinator) and I agree that option 1 is better option, but want to get your opinion. The other one is the cell phone policy, 6025. We approved this policy last year, but it will probably come up each year. We can discuss any others that anyone would like to discuss. Many of them are required by legislative updates. They are done with another year of passing laws and education dodged a few things.

One positive note from Lincoln is that the legislature has changed the retirement contribution percentages for employess and schools. This will mean that employess will have to contribute nearly 2% less to retirement and that will also reduce the schools expense and contribution as well.

Summer projects are well under way. The lights at the elementary are done and flooring should be done soon.

An aerial photograph of the Madison Public Schools Sports Complex. The central feature is a football field with green grass and white yard lines, with 'PANTHERS' written in large red letters at both ends. The field is surrounded by a red running track. To the right, a baseball field is visible. The complex is situated in a green, wooded area with some buildings and a parking lot nearby.

# MADISON PUBLIC SCHOOLS SPORTS COMPLEX

## **Nemaha Sports Construction**

541 S 1<sup>st</sup> Street  
Lincoln, NE 68508  
[nemahasports.com](http://nemahasports.com)

## **Curtis Ledbetter**

Dir. of Business Development  
[curtis.ledbetter@nemaha.net](mailto:curtis.ledbetter@nemaha.net)  
402.432.5561

# WHO WE ARE

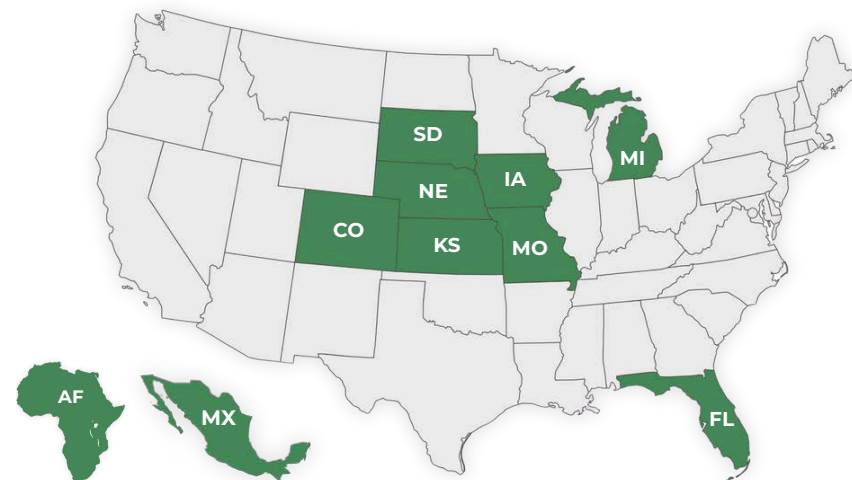
Nemaha Sports Construction is Nebraska's trusted general contractor for high-performance athletic facilities. With 34 years of proven success, we've built our reputation by consistently delivering synthetic turf and natural grass fields, asphalt and post-tensioned running tracks, tennis courts, and complete sports complexes that stand the test of time.

Nemaha has been the go-to contractor for sports construction across Nebraska for over three decades. In fact, the majority of athletic facility projects in the state bear our signature—because schools, municipalities, and private organizations know they can count on our deep local experience, high standards, and long-term commitment.

What truly sets us apart? Our people. Many of our employees have been with us since the beginning, bringing continuity, pride, and unmatched expertise to every job site. That kind of longevity is rare in the construction industry—and it speaks volumes about the culture and consistency clients can expect when working with us.

Whether it's empowering athletes or enhancing community connections, our focus is on delivering athletic spaces that excel on and off the field—every game, every season.

From single-field upgrades to large multi-field complexes, we tailor every project to bring our client's vision to life, managing every phase from planning through final construction with a focus on quality, performance, and long-term value.



\*AREAS WE'VE SERVED

# WHO WE ARE

The team you meet is the team that delivers.

Our team is made up of industry professionals who bring decades of hands-on experience to every project. Several of our team members are certified track and field builders through the American Sports Builders Association, recognizing our expertise and commitment to quality in athletic facility construction.

We also have members of the Post-Tensioning Institute (PTI), reflecting our experience with advanced concrete systems that offer long-term durability—especially valuable for running tracks and tennis courts.

When you choose Nemaha, the project team you meet is the team that shows up.

We believe in open, honest, and transparent conversations from start to finish, ensuring clients always know where their project stands. Our straightforward approach fosters trust and collaboration—so your goals, challenges, and budget stay at the center of everything we do.



**Jeff Emanuel**

President, CFB, 28\*



**Kyle King**

Vice President/  
Project Manager,  
CFB, CTB, 15\*



**Brian Harris**

Lead Estimator  
Project Manager,  
CFB, CTB, 7\*



**Curtis Ledbetter**

Director of Business  
Development, 2\*



**Jeremy VanAmpting**

Superintendent,  
CFB, 25\*



**Boyd Crane**

Superintendent,  
CFB, 25\*



**Scott Johns**

Superintendent,  
10\*

\*Years with Nemaha



# WHY CHOOSE NEMAHA

Your goals are our priority.

We know a sports facility is a significant investment, which is why we take the time to explain every option and guide you toward the solution that's truly right for you—so you feel confident you're making the best choice for your project.

## ASPHALT



Higher maintenance throughout lifecycle

**15-20  
YRS**

Lasts approximately 15-20 years on average



Lower up-front cost

## POST-TENSION



Lower maintenance throughout lifecycle



Lifetime base



Lower overall cost throughout the lifecycle of the track

## Additional Considerations

Material Accessibility

Available Funding

Completion Date

Current Wear

Team Priorities

Maintenance Costs

# WHY CHOOSE NEMAHA

The options you deserve.

At Nemaha Sports Construction, we've made a deliberate choice to remain turf-neutral as a general contractor. This approach empowers our clients to choose the synthetic turf system that best fits their project's unique needs, while also creating opportunities to reduce costs and maximize the value of their investment.

## UNBIASED RECOMMENDATIONS



We'll discuss all possible turf manufacturer and product options.

## CUSTOMIZED SOLUTIONS



We'll recommend the best product for your specific needs and project requirements.

## COMPETITIVE PRICING



Compare costs across brands.

## GRANT OPPORTUNITIES



We will ensure that you are eligible for significant project savings.

## NEBRASKA RECYCLED RUBBER TIRE GRANT

The NDEE requires a minimum of (3) three written bids from (3) different turf vendors.

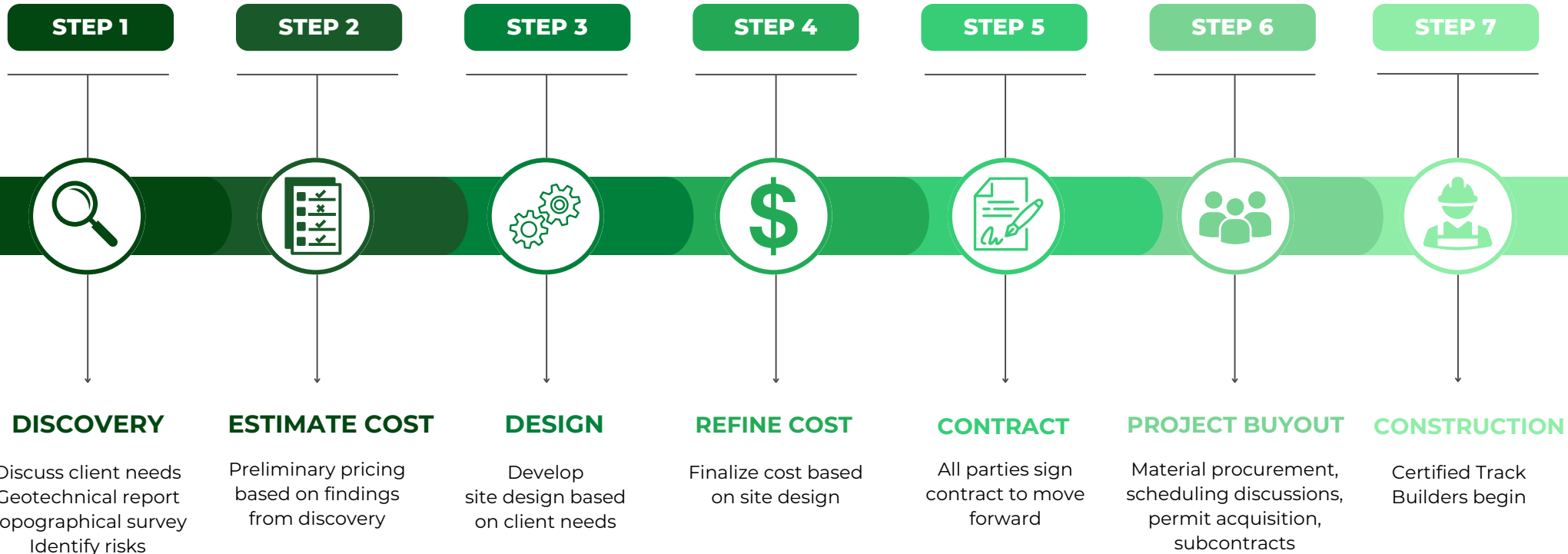
Being turf neutral allows our team to provide you with options and ensures that your project meets the requirements needed to apply for the grant.

**25%**

of the retail cost for the synthetic turf system may be covered. If awarded.

# HOW WE WORK

Identifying a procurement process for your project.



# WHAT WE'VE DONE

## Gale Wickersham Athletic Complex



### Project Scope

Natural Grass Fields  
Synthetic Turf Fields  
Shade Structures  
Locker Rooms  
Concessions  
Restroom  
Ticket Booth  
Parking Lots/Sidewalks  
Bleachers  
Press Boxes  
Fencing  
Site Lighting  
Landscaping  
Scoreboards  
Decorative Limestone Features

### Location

Council Bluffs, IA

### Reference

Jared Olson  
HGM Associates, Inc.  
jolson@hgmonline.com  
(712) 328.6446

### Completed

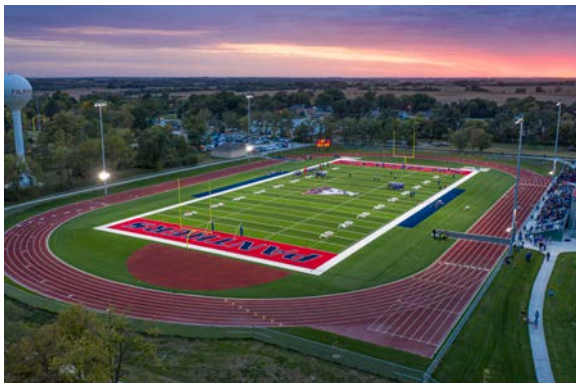
Phase 1 Jun 2015 - Sept 2015  
Phase 2 Oct 2015 - July 2018  
Phase 3 May 2017 - Jun 2008

# WHAT WE'VE DONE

## Olson Sports Complex



American Sports  
Builders Association  
Award Winner



### Project Scope

Synthetic Turf Football Field  
Natural Grass Baseball Field  
Asphalt Running Track  
Grandstand  
Concrete Curbing  
Locker Rooms  
Press Box  
Parking Stalls/Sidewalks  
Sports Lighting  
Site Lighting  
Scoreboards  
Landscaping  
Play Area

### Location

Palmyra, NE

### Reference

Heath Johnson  
Principal  
(402) 780-5327

### Completed

Sept 2019

"I see no reason as to why anyone would hesitate to work with Nemaha Sports Construction. Their knowledgeable staff making building any project an enjoyable experience."

**Heath Johnson**  
Principal, District OR-1 School

# WHAT WE'VE DONE

Iowa Western Community College



## Project Scope

Synthetic Turf Multi-Use Field  
Synthetic Turf Baseball Field  
Synthetic Turf Softball Field  
Indoor Synthetic Turf Field  
Bleachers  
Press Boxes  
Field Lighting  
Video Scoreboard  
Irrigation  
Landscaping  
Dugouts  
Entry Plaza

## Location

Council Bluffs, IA

## Reference

Lincoln Rodenburg  
Project Manager  
lrodenburg@hgmonline.com  
(712) 318-5080

## Completed

Project 1 Jan 2019  
Project 2 Nov 2022  
Project 3 Aug 2024

# WHAT WE'VE DONE

## Wakefield High School



### Project Scope

Synthetic Turf Field  
Asphalt Running Track  
Concession  
Restroom  
Press Box

### Location

Wakefield, NE

### Reference

Matt Farup  
Superintendent  
(402) 613-2234  
mfarup@wakefieldschools.org

### Completed

Aug 2022

"This outstanding team [Nemaha Sports Construction] constructed our stadium, including installing a top-tier field turf for Wakefield Community Schools. Our experience working with Nemaha Sports Construction has been nothing short of exceptional.

The leader of the Nemaha Sports Construction team, Mr. Jeff Emanuel, played an instrumental role in ensuring the success of this project. He was not only committed to delivering the project on time and within our budget but also demonstrated a remarkable ability to advocate for us with subcontractors, securing the highest quality materials and workmanship at the best possible prices. Jeff's dedication and expertise were vital to the overall success of the project."

**Matt Farup**  
Superintendent, Wakefield Public Schools

# WHAT WE'VE DONE

## Waverly High School



### Project Scope

Synthetic Turf Football Field  
Post-Tensioned Concrete  
Running Track

### Location

Waverly, NE

### Reference

Cory Worrell  
Superintendent 145 - Waverly  
(402) 786-2321 Ext. 1105  
cory.worrell@district145.org

### Completed

Sept 2021

"Nemaha has worked on a couple of recent projects in our district. This includes building new tennis courts, running track, and football turf field.

In each of these projects, we have been impressed with their professionalism and work ethic. The facilities that were built have performed extremely well in our district."

**Cory Worrell**  
Superintendent, Waverly Public Schools

# WHAT WE'VE DONE

## Ralston Public Schools



### Project Scope

Synthetic Turf Football Field  
Asphalt Running Track  
Synthetic Turf Baseball Field  
Mixed-Use Synthetic Turf Field  
Removable Fencing

### Location

Ralston, NE

### Reference

Jason Buckingham  
Business Director  
(402) 331-4700  
[Jason\\_buckingham@ralstonschools.org](mailto:Jason_buckingham@ralstonschools.org)

### Completed

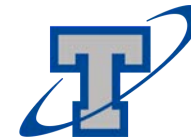
Phase 1 Aug 2020  
Phase 2 Dec 2023

“We have partnered with Nemaha on a couple of projects, and each time they have delivered a top of the line product. We are very proud of our athletic facilities and we are grateful for the work Nemaha performed.”

**Jason Buckingham**  
Business Director, Ralston Public Schools

# WHERE WE'VE BEEN

Local Schools, Similar Projects



# WHERE WE'VE BEEN

Local Schools, Similar Projects



**GET STARTED WITH NEMAHA.** 

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE, SD</sup>  
BOBBY TRUHE <sup>NE, SD</sup>  
COADY H. PRUETT <sup>NE, CO, SD</sup>



JORDAN JOHNSON <sup>NE, WY, NE</sup>  
TYLER COVERDALE <sup>SD</sup>  
SARA HENTO <sup>NE, SD</sup>  
SHARI RUSSELL, Paralegal

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## MEMORANDUM

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

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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

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(402) 804-8000  
*ATTORNEYS LICENSED IN STATES INDICATED*

300 NORTH DAKOTA AVENUE,, SUITE 609  
SIOUX 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**

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### **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.**

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### **REVISION OF POLICY 3036: PURCHASING (CREDIT) CARD PROGRAM**

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

**This change is required.**

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### **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).**

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**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.**

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### **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.**

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### **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.**

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## **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.**

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#### **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.**

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#### **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.**

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**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.**

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### **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.**

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## **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.***

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## **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.**

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## **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](mailto: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: \_\_\_\_\_

**Deleted:** Each policy shall bear the date when it was adopted, revised or reviewed. ¶

**Deleted:** 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

**Deleted: 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 ¶

**Deleted:** 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. ¶

## 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.

**Deleted:** 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

### **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](mailto: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

**Deleted:** 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.

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 established and maintained as a repository for such notices by a majority of Nebraska newspapers,

Deleted: and, if available, on the newspaper's website.

**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 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 **Madison Star Mail**. Such notice shall contain a statement that the agenda shall be readily

Deleted: , but are not necessarily limited to,

Deleted: or the Omaha World-Herald

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) submit a post on a statewide website 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.

Deleted: and

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: \_\_\_\_\_

### **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.

Deleted: \$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: \_\_\_\_\_

## 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.

**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: \_\_\_\_\_

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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Reviewed on: \_\_\_\_\_

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**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 Board Treasurer, 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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**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

**Deleted:** 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.

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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.

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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.

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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;

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O. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

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Act means the Nebraska Political Subdivisions Construction Alternatives Act.

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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.

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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.

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Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.

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.

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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:

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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

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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.

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- 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

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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. ¶  
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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 an: ... [1]

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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.

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**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.

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**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.

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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

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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,

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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.

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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.

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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

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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

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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.

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**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.

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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.

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**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.

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Revised on: \_\_\_\_\_  
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**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.

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## 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 700 South Kent St., Madison, NE 68748, 402-454-3336. 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: \_\_\_\_\_

**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.

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## **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.

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## 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

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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.

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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.

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**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.

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**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: \_\_\_\_\_

**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.

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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.

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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 an 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.

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.]

**Commented [2]:** The board may select any number of unexcused absences to trigger the notification and meeting requirements.

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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.

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## 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: \_\_\_\_\_

## 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

**Deleted:** 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.¶

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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.

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Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**6025**  
**Student Cell Phone and Other Electronic Devices**

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.

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.

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**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.

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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

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.

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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:

<b>Sport/Team</b>	<b>Designation</b>
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: \_\_\_\_\_