

Board of Education Regular Meeting
Monday, June 8, 2026 5:30 PM Central

Tekamah-Herman Public Schools
112 N 13th St
Tekamah, NE 68061

Chris Booth: Present

Abby Mathistad: Present

Mandyn Pruess: Present

Burt Rogers: Present

Bill Skinner: Present

Sheryl Stansberry: Present

Present: 6.

Abby Mathistad: Absent

Present: 5, Absent: 1.

1. Call the meeting to order

2. Open Meetings Law

3. Roll Call

4. Consent Agenda

4.1. Approval of Minutes

4.2. Approval of General Fund Bills

4.3. Approval of Board Member Absence

5. Treasurer's report

6. Recognition of Students and Staff

7. Recognition of Visitors/Public Comment

8. ACTION ITEMS

8.1. Declare items as surplus for immediate sale or disposal: SKAG lawn mower and Vulcan oven

8.2. Approve the contract of Kylie Dirkschneider as SPED Director/Student Services Coordinator for the 2026-2027 school year

8.3. Approve the contract of Michelle Anderson as Elementary Special Education Teacher for the 2026-2027 school year

8.4. Approve the NPPD proposal, contract, to relocate the elementary electrical service transformer

8.5. Approve board policies 3061 and 5048 as recommended by KSB school law

9. DISCUSSION ITEMS

9.1. Discuss KSB policy updates

9.2. Summer project update

9.3. Winter and Spring activities update

10. Principal Reports

10.1. Elementary Principal

10.2. Secondary Principal

11. Board Reports

11.1. Building, Grounds, and Transportation Committee

12. Superintendent Report

13. Next meeting date and time: Monday, July 13th, 2026 at 5:30 pm in the library

14. Adjournment

Board of Education Regular Meeting
Monday, May 11, 2026 5:30 PM Central

Tekamah-Herman Public Schools
112 N 13th St
Tekamah, NE 68061

Chris Booth: Present
Abby Mathistad: Present
Mandyn Pruess: Present
Burt Rogers: Present
Bill Skinner: Present
Sheryl Stansberry: Present
Present: 6.

1. Call the meeting to order

2. Open Meetings Law

3. Roll Call

4. Consent Agenda

4.1. Approval of Minutes

4.2. Approval of General Fund Bills

Motion to approve the Consent Agenda as presented Passed with a motion by Burt Rogers and a second by Abby Mathistad.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

4.3. Approval of Board Member Absence

5. Treasurer's report

6. Recognition of Students and Staff

7. Recognition of Visitors/Public Comment

8. ACTION ITEMS

8.1. Approve the bid from _____ in the amount of _____ for stadium renovations including a new concession, restroom, and locker room building, stadium lights, and scoreboard

Motion to approve the bid from Elkhorn West in the amount of \$1,501,200 for stadium renovations including a new concession, restroom, and locker room building, stadium lights, and scoreboard Passed with a motion by Sheryl Stansberry and a second by Chris Booth.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

8.2. Discuss, consider, and take all necessary action to enter into a construction management agreement with Hausmann Construction, Inc., for the School Facilities Improvement Project. Motion for the district to enter into the construction management agreement with Hausmann Construction, Inc., as proposed. Passed with a motion by Burt Rogers and a second by Bill

Skinner.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

8.3. Approve the resignation of Mason Vrbka at the conclusion of the 2025-2026 contract year
Approve the resignation of Mason Vrbka at the conclusion of the 2025-2026 contract year.

Passed with a motion by Chris Booth and a second by Abby Mathistad.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

8.4. Approve Powerschool contract for the 2026-2027 school year

Motion to approve the PowerSchool contract for the 2026-2027 school year in the amount of \$7437 Passed with a motion by Burt Rogers and a second by Bill Skinner.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

8.5. Approve the ESU 2 special education services contract for 2026-2027

Motion to approve the ESU 2 special education services contract as presented in the amount of \$520,913 Passed with a motion by Abby Mathistad and a second by Sheryl Stansberry.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

8.6. Declare miscellaneous items at the stadium as surplus for immediate sale or disposal

Motion to approve miscellaneous items at the stadium as surplus for immediate sale or disposal.

Passed with a motion by Burt Rogers and a second by Chris Booth.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

9. DISCUSSION ITEMS

9.1. Summer project updates

10. Principal Reports

10.1. Elementary Principal

10.2. Secondary Principal

11. Board Reports

11.1. Buildings, Grounds, and Transportation Committee Report

12. Superintendent Report

12.1. Library 2025-2026 summary

13. Next meeting date and time: Monday, June 8th, 2026 at 5:30 pm in the library

14. Adjournment

Motion to adjourn meeting at 6:43pm Passed with a motion by Bill Skinner and a second by Chris Booth.

Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>
<u>Checking</u>	1		
Checking	1	Fund: 01 GENERAL FUND	
ABRAHAM, BRIDGET		MILEAGE	137.17
ACCESS SYSTEM LEASING		COPIER LEASE	2,406.70
ACCO BRANDS USA LLC		Supplies	14.50
AMAZON CAPITAL SERVICES, INC		SUPPLIES	1,375.36
APPCENTRI		SCHOLARSHIP APP	280.00
AYER, TANNER		MILEAGE	59.45
BELFRAGE, MANNI		MILEAGE	31.90
BOMGAARS SUPPLY INC		SUPPLIES	1,303.90
BOOKWORM, THE		SUPPLIES	191.00
BRAND, VANESSA		MILEAGE	116.00
BRANIFF SERVICE		SERVICE	2,425.70
BRANIFF, CARRIE			35.09
BRAYMEN, BRIDGETTE		MILEAGE	103.67
Bridges, Abra		MILEAGE	111.65
BRUMMOND DISPOSAL LLC		Service	850.00
BRUMMOND, JAMIE		MILEAGE	79.75
BSN SPORTS		Supplies	635.02
BURT COUNTY INDEPENDENT		LEGAL NOTICES	9.09
CAPITAL SANITARY SUPPLY		SUPPLIES	3,838.16
CENTURYLINK		SERVICE	554.63
CITY OF TEKAMAH		WATER	803.75
CONNEALY, JILL		MILEAGE	111.65
CRAIG RESOURCES INC, DBA CRAIG HOMECARE		1:1 NURSE	2,577.96
ESU #2		Service	86,522.46
EVASIC, ROBERT & BREANNE		MILEAGE	84.54
FAS-BREAK		REPAIR	80.00
FISHER, ASHLEY		MILEAGE	95.70
FLINN SCIENTIFIC INC		SUPPLIES	853.46
General Reimbursement Fund		Reimbursement	2,285.46
GOODWILL INDUSTRIES INC		WORK EXPERIENCE	2,550.00
GOODWIN, DEANNA		MILEAGE	143.55
HAMAN, JOEL		MILEAGE	692.39
Hansen, Amanda		Reimbursement	52.64
HANSEN, CHELSEA		MILEAGE	74.96
HANSEN, JON		MILEAGE	81.35
HANSEN, LINDSEY		MILEAGE	63.80
HOIER, BUCK OR ALLIE		MILEAGE	55.83
INSTITUTE FOR MULIT-SENSORY EDUCATION		CURRICULUM	1,335.32
KAHLANDT, MACKENZIE		MILEAGE	149.93
KAPLAN EARLY LEARNING COMPANY		SPED SUPPLIES	349.95
KELLY, JAMES		MILEAGE	111.65
KIDWELL INC		SERVICE	2,156.25
KNAUSS, PAIGE			191.40
KSB SCHOOL LAW, PC LLO		LEGAL	3,642.50
LAKESHORE LEARNING MATERIALS		PRESCHOOL SUPPLIES	169.58

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
LANDSPERGER, TIMOTHY OR GINA	MILEAGE	44.66
LEARN 2 MOVE	SERVICE	1,756.65
LEICHLITER, KATIE	MILEAGE	191.40
LINDBERG, HEIDI	REIMBURSEMENT	112.53
LOFTIS, HOLLY	MILEAGE	127.60
Mackin Library Media	Library Books	414.47
MANN, MICHAELA	MILEAGE	79.75
MARQUARDT, TIFFANY	MILEAGE	78.30
MASLOWSKY GRADING	SERVICE	419.56
MATHISTAD, ABBY	MILEAGE	111.65
MCELMURAY, LAURA	Mileage	59.02
Midwest Technology Products	Supplies	49.30
MOSYLE CORPORATION		3.75
NEBRASKA PUBLIC POWER	ELECTRICITY	6,000.00
NEBRASKA SAFETY CENTER	TRAINING	270.00
NETA	Conference Registration	249.00
NEWSELA INC	CIRRICULUM	450.00
NIPPON SANSO MATHESON INC	SUPPLIES	513.70
NWEA	TESTING	3,125.00
PAGELS, RYANN	MILEAGE REIMBURSEMENT	133.98
PETTIT, JACOB OR TIFFANY	MILEAGE	130.50
POTADLE, JENNIFER	MILEAGE	20.74
PYRAMID SCHOOL PRODUCTS	Supplies	329.94
RESEARCH INSTITUTE FOR LEARNING AND DEVELOPMENT, INC	SUPPLIES	1,420.00
ROBERTS, DANIELLE	MILEAGE	111.65
RUTT'S MECHANICAL SERVICES	SERVICE	2,430.18
SAVEMORE MARKET	SUPPLIES	413.48
SCHOOL HEALTH		813.86
SCHUETT, JODIE	MILEAGE	105.27
SELF, SHAUNA	MILEAGE	221.70
SHAMBURG AUTO SUPPLY, INC	SUPPLIES	120.86
SNOW, AARON	MILEAGE	63.80
SPENNER, JILL	Mileage	127.60
ST1 SPORTS	SUPPLIES	254.97
Student Assurance Services	Catastrophic Accident Ins.	804.50
Tekamah-Herman Schools	Transfer	500.00
TOBII DYNAVOK	CURRICULUM	580.50
TRANMER, DAN		150.00
VERIZON WIRELESS	CELLULAR	150.77
VESTIS	RUG SERVICE	400.02
WALTER LYDICK	Service	7,100.00
Washington County Clerk	Election Costs	100.00
WIMER, ASHLEY	MILEAGE	41.47
WOLF, HAILEY	MILEAGE	184.15
WOODRIVER ENERGY LLC	SERVICE	3,264.18

Fund Total: 153,825.28

Checking Account Total: 153,825.28

06/08/2026 5:16 PM

Use

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>	2			
Checking	2	Fund: 02 DEPRECIATION FUND		
TY'S OUTDOOR POWER AND SUPPLY		MOWER	13,639.55	
			Fund Total:	13,639.55
			Checking Account Total:	13,639.55
<u>Checking</u>	5			
Checking	5	Fund: 05 ACTIVITY FUND		
SHORTCAKE'S			375.00	
			Fund Total:	375.00
			Checking Account Total:	375.00
<u>Checking</u>	8			
Checking	8	Fund: 08 SPECIAL BUILDING FUND		
CARLSON WEST POVONDRA		ARCHITECTS	23,194.64	
ELKHORN WEST CONSTRUCTION		CONSTRUCTION	33,201.00	
			Fund Total:	56,395.64
			Checking Account Total:	56,395.64

GENERAL FUND		
Apr-26		
CASH ON HAND	\$ 3,048,180.61	
GENERAL REIMBURSEMENT FUND	\$ 26,174.83	
PAY FLEX	\$ 18,482.18	
CASH BALANCE		\$ 3,048,180.61
BURT COUNTY TAXES	\$ 2,341,672.03	
WASHINGTON COUNTY TAXES	\$ 306,793.51	
SPEC ED PROGRAMS	\$ 174,769.00	
DRIVER'S ED TUITION	\$ 2,100.00	
STATE AID	\$ 83,822.00	
INTEREST	\$ 234.68	
	T. REVENUE	\$ 2,909,391.22
		\$5,957,571.83
PAYROLL	\$ 623,262.35	
EXPENDITURES	\$ 82,592.34	
	T. EXPENDITURES	\$ 705,854.69
Ending Balance 4/30/2026		\$5,251,717.14
DEPRECIATION FUND		
Apr-26		
CASH ON HAND	\$ 189,777.62	
CASH BALANCE		\$ 189,777.62
TRANSFER		
INTEREST	\$ 389.95	\$ 389.95
	TOTAL REVENUE	\$190,167.57
EXPENDITURES		
	TOTAL EXPENDITURES	\$ -
Ending Balance 4/30/2026		\$190,167.57
EMPLOYEE BENEFIT FUND		
Apr-26		
CASH ON HAND	\$ 49,209.23	
CASH BALANCE		\$ 49,209.23
INTEREST	\$ 101.11	
		\$ 101.11
	TOTAL REVENUE	\$ 49,310.34
EXPENDITURES		
	TOTAL EXPENDITURES	\$ -

ENDING BALANCE 4/30/2026		\$49,310.34
ACTIVITY FUND		
Apr-26		
CASH ON HAND	\$ 72,653.79	
CASH BALANCE		\$ 72,653.79
DEPOSITS	\$ 43,684.00	
INTEREST	\$ 154.31	
		\$ 43,838.31
TOTAL REVENUE		\$116,492.10
EXPENDITURES	\$ 46,806.69	
	TOTAL EXPENDITURES	\$ 46,806.69
Ending Balance 4/30/2026		\$69,685.41
LUNCH FUND		
Apr-26		
CASH ON HAND	\$ 52,066.75	
CASH BALANCE		\$ 52,066.75
DEPOSITS	\$ 22,395.86	
INTEREST	\$ 108.82	
		\$ 22,504.68
	TOTAL REVENUE	\$ 74,571.43
PAYROLL	\$ 10,631.77	
EXPENDITURES	\$ 20,590.22	
		\$ 31,221.99
Ending Balance 4/30/2026		\$43,349.44
BOND FUND		
Apr-26		
CASH ON HAND	\$ 1,277,909.36	
CASH BALANCE		\$ 1,277,909.36
BURT COUNTY TAXES	\$ 252,313.76	
WASHINGTON COUNTY TAXES	\$ 53,381.88	
INTEREST	\$ 2,588.94	
		\$ 308,284.58
	TOTAL REVENUE	\$1,586,193.94

EXPENDITURES		
	TOTAL EXPENDITURES	\$ -
Ending Balance 4/30/2026		\$1,586,193.94
BUILDING FUND		
Apr-26		
CASH ON HAND	\$ 2,605,449.45	
CASH BALANCE		\$ 2,605,449.45
BURT COUNTY TAXES	\$ 214,608.19	
WASHINGTON COUNTY TAXES	\$ 27,945.13	
INTEREST	\$ 4,527.15	
		\$ 247,080.47
	TOTAL REVENUE	\$ 2,852,529.92
EXPENDITURES	\$ 81,621.30	
	TOTAL EXPENDITURES	\$ 81,621.30
Ending Balance 4/30/2026		\$ 2,770,908.62

Tekamah-Herman Board Meeting
Secondary Report

6/8/26

Staff and Student Recognition

- “Get On Our Bus” awards
 - 7th grade: Layne Bromm, Ivy Johnson
 - 8th grade: Graysen Abraham, Mettie Bridges
 - Freshmen: Wyatt Evasic, McKenna Miller
 - Sophomores: Cameron Brummond, Kaleb Kjar
 - Juniors: Isabella Evasic, Simon Heitz





SCAG

POWER EQUIPMENT

MODEL

SMT-61V

SERIAL

09502673

Scag Power Equipment, Inc.
Millsboro, Delaware 19966
Export, Import and Service





VULCAN

FOOD SERVICE EQUIPMENT
MANAGER SERVICE EQUIPMENT
ANSI Z39.11 CSA 1.9

MOD. NO. / MODÈLE W335 DEV. NO. / NO. APP. 7.1
SER. NO. / NO. DE SÉRIE 47777777

BTU / HI BURNER BTU / HI BRÛLEUR

OPEN TOP 20,000 BRÛLEURS DÉCOUVERTS

GRIDDLE - 15,000 - PLAQUE À FRÛIR

HOT TOP - 20,000 - PLAQUE À BOUILLIR

STANDARD OVEN - 30,000 - FOUR STANDARD

CONVECTION OVEN - 30,000 - FOUR À AIR PULSÉ

BROILER GRIDDLE - 15,000 - PLAQUE À FRÛIR - GRILLOIR

GAS / GAZ NAT WAF PRES. / PRESSION D'ALIMENTATION 3.5 "W.P.S.E.

VOLTS 120 HZ 60 AMPS 15 PH 1

ML NO. / No. ML 12 MD No. 12

CLEARANCES / DÉGAGEMENTS

COMB. MAT'L /

MATIERE COMB.

NONCOMB. MAT'L /

MATIERE INCOMB.

BACK / ARRIÈRE

RT SIDE / CÔTÉ DROIT

LT SIDE / CÔTÉ GAUCHE

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SUITABLE FOR INSTALLATION
ON COMBUSTIBLE FLOORING
ADAPTE POUR ÊTRE INSTALLÉ
SUR DES PLANCHES EN BOIS
INTENDED FOR OTHER THAN
HOUSEHOLD USE
DESTINÉ À UN USAGE AUTRE QUE
DOMESTIQUE

**SPED DIRECTOR/STUDENT SERVICES COORDINATOR
ADMINISTRATIVE CONTRACT OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Tekamah-Herman School District No. 1, located in Burt County in the State of Nebraska, hereinafter referred to as "The Board", and Kylie Dercschnieder, hereinafter referred to as "The Administrator".

WITNESSETH: That the Board in accordance with its action as recorded in the minutes of the meeting held on the 8th day of June, 2026 has and does hereby agree to employ as Administrator and the Administrator hereby subject to the following terms and conditions.

Section 1. TERM OF CONTRACT. The Administrator shall be employed for a period beginning on the first day of August 2026 and expiring on the last day of July 2027. The Administrator shall be on duty for at least 200 working days during each contract year. Working days do not typically include Saturday or Sunday.

Section 2. SALARY: The annual salary for the position shall be \$92,800 during the year of employment under this Contract and shall be payable in 12 equal installments. This salary shall not be reduced during the term of this Contract, except for just and sufficient cause as authorized by law. The salary payment will be issued consistent with the school district's regular payroll practice.

Section 3. PROFESSIONAL STATUS: The Administrator hereby affirms that he/she is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Contract. The Administrator further affirms that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as a Special Education Director in the State of Nebraska, and this certificate shall be registered in the office of the Superintendent of Schools in Burt County, Tekamah, NE as required by law.

Section 4. ADMINISTRATOR'S DUTIES: The duties of the Administrator shall be as prescribed for the position of Student Services Director, which duties shall be performed in accordance with the standards and goals established by the Superintendent of Schools. The Administrator agrees to devote his/her time, skill, labor and attention to his/her duties as throughout the term of this Contract; provided, however, the Administrator, by agreement with the Superintendent of Schools, and the Board, may act as a consultant, may accept speaking engagements, undertake writing, lecturing, or other professional duties and obligations.

Section 5. DISCHARGE. During the term of this Contract, in the event the Administrator violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Administrator's ability to discharge the duties as set forth herein, including, but not limited to, (a) becoming legally disqualified to administer in the state of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) conviction of a felony; (e) becoming physically

or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; (i) incompetency; (j) chemical dependency; or (k) unprofessional conduct and other conduct which interferes substantially with the continued performance of duties or a change in circumstances necessitating a reduction in the number of administrators or teachers to be employed by the Board, then this contract may be cancelled, consistent with state law. Termination or nonrenewal of this contract will be in accordance with state law. Nothing contained herein shall prevent the suspension of the Administrator, with pay, from his/her duties during the pendency of such proceedings.

Section 6. DISABILITY. Should the Administrator be unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and such disability lasts for 90 days or more, or is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may in its discretion cancel this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Administrator under any disability insurance coverage furnished by the District.

Section 7. TRANSPORTATION. The Board shall provide the Administrator with transportation required in the performance of his/her official duties or shall reimburse him/her for such transportation that has been pre-approved by the Superintendent at the State established rate.

Section 8. LEAVES.

SICK LEAVE. The Administrator shall be entitled to 10 working days of sick leave during each year accumulative to 45 days. Any days accumulated above this amount and not used during any contract year will be paid at a rate of \$25.00 per day and added to the August check. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, or legal holiday.

PERSONAL LEAVE. The Administrator shall be entitled to 3 working days of sick leave during each year accumulative to 6 days. Any days accumulated above this amount and not used during any contract year will be paid at a rate of \$25.00 per day and added to the August check. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, or legal holiday.

EXTENDED LEAVE APPROVAL. This Contract contains no leave for vacation unrelated to illness, personal, or other reasons for which sick leave may be taken. However, the parties agree and understand that some personal leaves and short vacations may be taken within the contract year given that the contract calls for at least 200 days of service. The Administrator will be mindful of the timing and length of absences that may affect district operations, services to students, and the Administrator's ability to assist other staff in fulfilling their obligations. The Administrator must notify the Superintendent in advance and request permission for any absences lasting one working day. Any proposed absence of two consecutive working days or

more must be approved by the Superintendent in advance. The Administrator will request the leave as far in advance as possible once the need or desire for the leave arises. Approval will be conditioned on the ability to cover the Administrator's duties and find suitable substitutes or arrangements, if necessary.

Section 9. PROFESSIONAL DEVELOPMENT. The Board may require the Administrator to continue his/her professional development and to participate in relevant learning experiences. The Administrator may, therefore, with the approval of the Superintendent or Board, attend appropriate professional meetings at local, state, regional, and national levels. Valid expenses of such required attendance shall be borne by the District.

Section 10. FRINGE BENEFITS. The Administrator shall receive personal benefits that may be determined by the Board, as follows:

Full Family Blue Cross Blue Shield Health Insurance with Dental, Income Protection to cover health insurance and salary, NCSA Dues, and Life Insurance \$75,000 Term.

Section 11. COMPENSATION UPON TERMINATION. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned, prior to the date of termination of this Contract, shall be refunded by the Administrator.

Section 12. GOVERNING LAWS. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 13. AMENDMENTS TO BE IN WRITING. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 14. SEVERABILITY. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

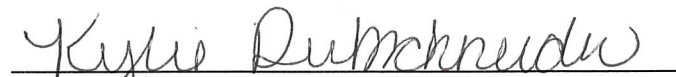
IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this 8th day of June, 2026.

President, Board of Education

Secretary, Board of Education

Executed by the Administrator this 8th day of June, 2026.


Administrator

Copies: (1) Original, school file
(2) Carbon, Administrator

TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Tekamah-Herman Schools, District #1 in the County of Burt, in the State of Nebraska, hereinafter referred to as "District" and, Michelle Anderson a legally qualified teacher, hereinafter referred to as "Teacher".

WITNESSETH: That the Board of Education of the Tekamah-Herman District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 5, 2026, and end on or about June 1, 2027, and shall consist of 185 days of employment at a salary of \$71,600.00 and under the following conditions.

BENEFITS:

LIFE INSURANCE	\$ 20,000.00
FAMILY BLUE CROSS BLUE SHEILD WITH \$1050 DEDUCTIBLE with SINGLE DENTAL	\$ 28,126.20
INCOME PROTECTION	\$ 359.01

FIRST: The salary of the teacher shall be payable in 12 equal installments. The first installment shall be payable on the 19th day of September, 2026, and the remaining installments shall be payable on the 19th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-12,110, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the superintendent of the schools in this district and that the Teacher shall not be compensated for any service performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirement of Section 79-121,111 through 79-12,114 R.R.S. and any other applicable state statues.

Executed June 3, 2026.


TEACHER

Executed _____, 2026.

Tekamah-Herman School District #1

County of Burt

Board President

Attest: _____
Secretary of the Board



Nebraska Public Power District

"Always there when you need us"

May 21, 2026

Tekamah Herman Schools
Attn: Bradley Kjar
112 N 13th Street
Tekamah NE 68061

Re: Relocation of three phase padmount transformer and three-phase primary feed to transformer due to school addition located Tekamah Herman Schools in Tekamah NE.

Bradley,

This letter is in response to your request to have Nebraska Public Power District (NPPD) remove and relocate the existing three phase primary underground facilities for the stated location due to school addition. Refer to drawing #5641710.

Non-betterment costs include, but are not limited to, 1) Costs to remove or relocate existing District facilities that impede the development of the site of a proposed load, 2) Costs to upgrade conductor or transformer size not required by the District, 3) Costs associated with returning District facilities to normal operating condition, and 4) Re-engineering costs for facilities planned and scheduled prior to an extension request that would require relocation due to such request. All non-betterment costs shall be the Customer's expense.

NPPD will provide the necessary personnel, tools, and equipment to remove the existing facilities and install new facilities to replace those removed.

For NPPD to perform this work, your estimated cost is **\$12,766**. This estimated cost is a reasonable, good-faith calculation of what NPPD believes, based upon experience, that its actual charges will be to accommodate the work being performed, but should not be considered a firm price. This amount will be adjusted based on the actual cost in accordance with NPPD's standard billing rate in effect at the time the work is performed. Any portion of the estimated costs exceeding the actual charges to complete the above-described work will be refunded to the customer. In the event the actual charges exceed the estimated costs, the customer is obligated to pay the additional amount to cover the actual charges.

NPPD requires payment of the estimated costs along with signature and date on fields provided on the last page of this document prior to ordering materials or scheduling construction. This cost estimate expires 60 days after the date of this letter. Once the payment and signed document are received, material procurement and work scheduling can commence at that time. Please send your payment and signature page to the address below:

South Sioux City Office
3601 Daniels Lane, South Sioux City, NE 68776
Telephone: (877) 275-6773
www.nppd.com

NEBRASKA PUBLIC POWER DISTRICT

ATTN: Kris Cross

3601 Daniels Lane

South Sioux City NE 68776

The Customer is responsible for the following items:

1. Adhering to all NEC, NESC, Local Codes, and NPPD's Electric Service Requirements Manual Standards (ESRM).
2. Reimbursement to NPPD for the cost for installation of new underground primary feeder and relocation of existing padmount transformer on the above-described location.
3. Provide and install (1) - 4" conduit from the existing three-phase junction pedestal at location P-1 to the three-phase pad mounted transformer at location P-3.
4. Prepare location for transformer pad installation at location P-3 per ESRM standard C-13. Transformer pad will be set by NPPD personnel.
5. Provide and install traffic protection around pad-mount transformer and pedestal per NPPD ESRM C-21 and C-22.
6. Provide all secondary service conduits and conductors required for school mains due to metered at padmount transformer.

Grading must be completed before the installation of any electric facilities. The cost of any modifications to conduit depth or transformer/pedestal elevations deemed necessary by NPPD because of changes made to grade after installation of the electric facilities will be completed at the expense of the customer or developer. The customer or developer is responsible for maintaining final grade such that all electrical equipment remains readily accessible and such that the required minimum depth of burial is maintained.

The electrical distribution system shall not be located where significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system exist or will be constructed on the property. All conduit and all electrical distribution equipment shall be installed in relatively level ground such that significant slopes, open ditches, open drainage systems, or slopes to a lake, pond, or drainage system will not cause erosion. Erosion of the soil will impact the safe operation and maintenance of the electrical distribution system and will impact the conduit depth and the stability of the electrical distribution equipment foundations.

Additionally, NPPD will be responsible for the following:

1. Stake the planned locations of the trench, existing primary pedestal and transformer.
2. Remove all existing 3-phase conductors from location P-1 to location P-2
3. Remove and relocate existing 3-phase transformer from P-2 to P-3
4. Provide and set the transformer foundations on customer prepped site.
5. Provide and install the new primary conductors.

6. Provide and install all connectors and terminations in the primary pedestals, and transformers.

If you have any technical questions, or if I can be of any further assistance, please give me a call at the number below. If you have any questions regarding construction scheduling or in-service date, please contact the South Sioux City Area Distribution Superintendent Tim Murphy at the number below.

Sincerely:

Tom Torson
Planner Scheduler
South Sioux City
402-404-0900

Tim Murphy
Distribution Superintendent
South Sioux City
402-412-2554

cc:
Tim Murphy
Corey Freidel

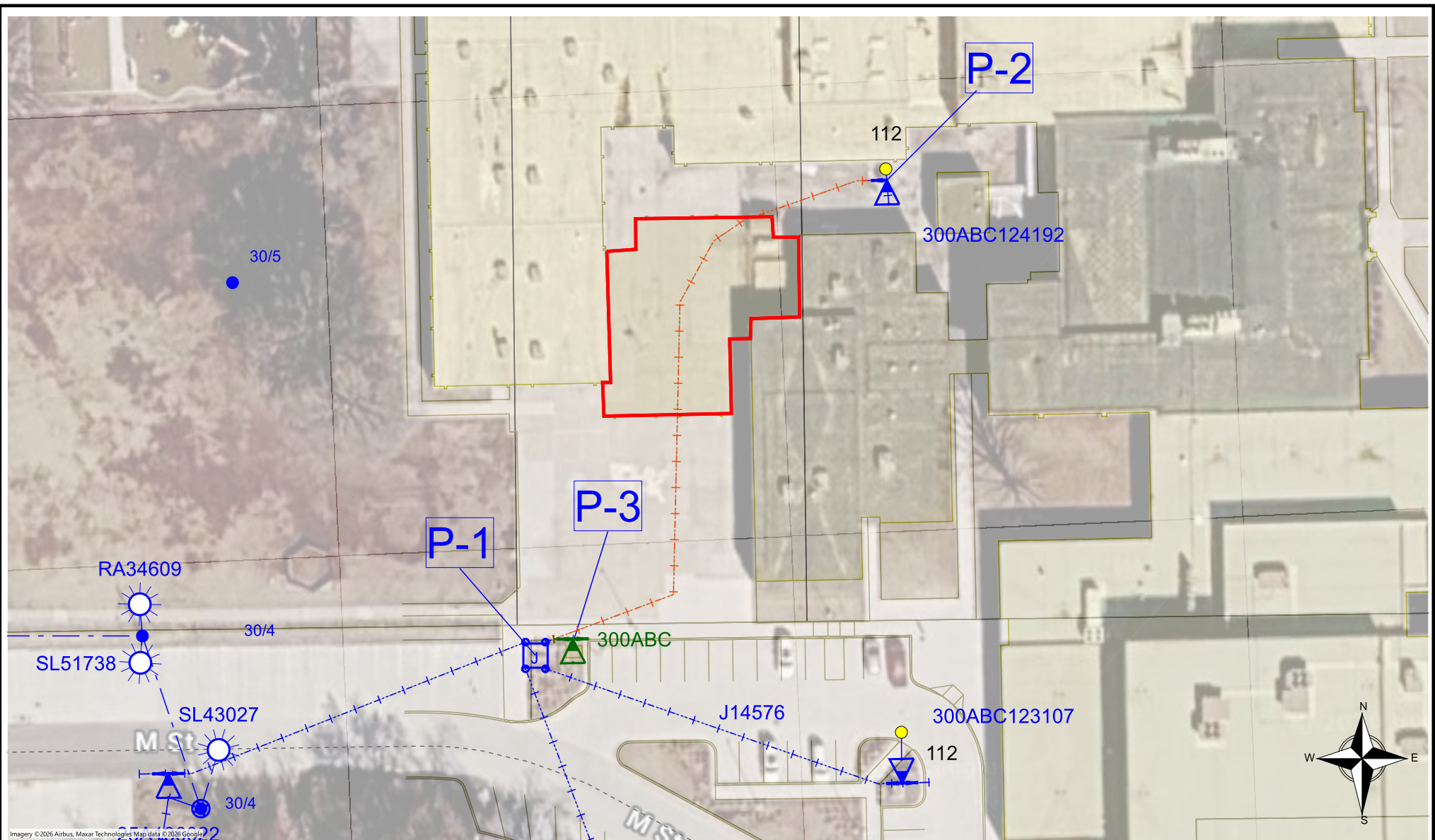
Enclosed:
Dwg 5641710
Nebraska Public Power District Electrical Service Requirement Manual link:
<https://docs.nppd.com/ElectricServiceRequirementsManual.pdf>

(Below should be on a separate page so the customer can easily detach and return with payment after signing).

I understand that this document disclosed estimated charges of **\$12,766** for accommodating the above-described work on work order (5641710). I understand that this estimate is good for 60 days. I understand and agree to pay NPPD's actual charges for accommodating above-described work, if charges exceed the estimated cost which are collected up front.

Customer Signature

Date



Imagery ©2026 Airbus, Maxar Technologies Map data ©2026 Google

Designer:		Design Date:		 Nebraska Public Power District <i>Always there when you need us</i>
Approved By:		Approved Date:		
As Built By:		As Built Date:		
Date:	05/13/2026	Page:	1	
TEKAMAH SCHOOL ADDITION 5100 SQ FT 112 N 13TH TEKAMAH NE				5641710

3061 ACH Originator

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

Adopted on: _____

Revised on: _____

Reviewed on: _____

5048
Emergency Response to Life Threatening Asthma or
Systemic Allergic Reactions (Anaphylaxis)

School employees will comply with the requirements of the NDE Rule 59 protocol entitled, "Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" (Protocol) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans. The district shall procure and maintain the equipment and medication necessary to implement the Protocol.

The superintendent shall obtain the required signature(s) of one or more Prescribing Health Care Practitioners on the Protocol form. The superintendent shall publish this policy and Protocol in each student and employee handbook.

The superintendent shall arrange to have a qualified medical professional train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Adopted on: _____

Revised on: _____

Reviewed on: _____

KAREN A. HAASE ^{NE, SD, IA, WY, KS}

STEVE WILLIAMS ^{NE, SD}

BOBBY TRUHE ^{NE, SD}

COADY H. PRUETT ^{NE, CO, SD, KS}

JORDAN JOHNSON ^{NE, WY, NE}



TYLER COVERDALE ^{SD}

SARA HENTO ^{NE, SD}

AMANDA DABNEY ^{NE, WY}

SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers

FROM: KSB School Law

DATE: May 26, 2026

RE: Annual Policy Updates

It's time for the 2026 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 require a policy change but present new obligations or information to know. As usual, 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 3 months after the legislature adjourns. This year the Unicameral adjourned sine die on April 17, so the effective date of most bills will be July 17, 2026. If a bill has a specific effective date or an emergency clause, we'll note that. There are also a few bills that passed in previous sessions but go into effect this summer or for the 2026-27 school year. We'll note those, too.

To assist subscribers in implementing these changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Monday, June 2, 2026, at 9:00 a.m. Central Time.** The link to join us live is [here](#). In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies, forms, and other items noted. 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.

206 SOUTH 13TH STREET, SUITE 1100
LINCOLN, NEBRASKA 68508

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

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

Policy Changes

REVISION OF POLICY 2008: MEETINGS

LB 596 eliminates the requirement to publish notice of meetings in a newspaper. Instead, the board selects the method. We strongly encourage all schools to provide official notice on the school's website. You can provide information about meetings in other ways, such as on social media or in your local paper, but this should be voluntary. The law requires your selected method of notice to be published in your meeting minutes, so be sure your minutes include the meeting notice publication method (website) when you implement this change.

Instead of newspaper publication for all meeting notices, the law adds a "notice of notice" publication requirement. Four times per year, in a newspaper of general circulation in the district, you must publish (1) your regular meeting schedule, (2) the location of regular meetings, and (3) your method of publishing meeting notices (website). There is no requirement that this occurs quarterly, just 4 times per year. In theory, you could publish this "notice of notice" 4 straight weeks in a weekly paper and be done for the year. Something like this would be sufficient:

[SCHOOL] generally schedules regular board meetings for the second Monday of each month. Regular meetings are typically held [LOCATION]. Official meeting notices for each regular and special meeting, including the date, time, and location, will be posted on the school district's website. Please check our website for all meeting notices as the date, time, or location may change.

We recommend that you publish your first "notice of notice" in your preferred newspaper of general circulation starting in July 2026 so that all future meeting notices (regular and special) after July 17, 2026, can be published on your website.

This revision is required.

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

In general, when a school district “expends public funds for the construction, remodeling, or repair of any school-owned building or for site improvements,” the school district is required to advertise for and solicit competitive bids. However, the law provides an exception to this competitive bidding requirement when the “contemplated expenditure for the complete project” will not exceed a specific dollar amount. This statutory dollar amount is subject to adjustment by the State Board of Education every fifth year. In August 2025, the State Board updated the dollar amount of this threshold to \$136,000. Our recommended changes to Policy 3003 reflect this higher dollar amount for the projects that are exempt from the competitive bidding requirements.

This change is required.

REVISION OF POLICY 3003.1: BIDDING FOR CONSTRUCTION REMODELING REPAIR OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS

Effective October 1, 2025, the federal government updated the dollar thresholds for micro-purchases (from \$10,000 to \$15,000) and for purchases made pursuant to the simplified acquisition procedures (from \$250,000 to \$350,000). This policy has been updated to reflect these new dollar thresholds. We also updated some regulatory citations.

This change is required.

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

The federal government changed the micro-purchase (from \$10,000 to \$15,000) and simplified acquisition (from \$10,000 to \$15,000 and from \$250,000 to \$350,000) dollar amounts. In addition, NDE conducted desk audits and concluded that travel costs must now be included in this policy. The policy has been updated to reflect these changes.

This change is required.

REVISION OF POLICY 3048: COMMUNICABLE DISEASE

We revised this policy to align better with the admittedly confusing DHHS requirements in the DHHS regulations. The revisions give staff clearer steps to assess and respond to signs and symptoms of communicable disease. These revisions are timely given rising absenteeism rates, falling immunization rates, and more frequent reports of the potential transmission of communicable diseases (measles schmeasles, right?). You'll want to review this policy with your school nurse and other staff with health screening and reporting obligations.

This change is required.

REVISION OF POLICY 3057: TITLE IX (FULL VERSION)

The federal regulations (upon which the full version of Policy 3057 is based) define "sexual assault" by reference to a federal statute, which itself references the FBI's "uniform crime reporting system." This reporting system was updated in 2025, and the updates modified how certain sex offenses are defined. The prior, separate subdefinitions for sodomy, sexual assault with an object, and fondling have been removed in favor of more broad definitions of "rape" and "criminal sexual contact." The policy updates reflect the updated definitions.

If you use the full version of the policy, make sure your Title IX team members review and understand these new definitions. They replace definitions we encountered frequently over the last several years.

This change is required *if you use the "full" version of this policy.*

NEW POLICY 3061: ACH ORIGINATOR POLICY

If your school sends electronic payments through your bank, such as payroll direct deposits or vendor payments, your school is an ACH Originator under NACHA Operating Rules. The easiest way to confirm your status is to call your bank and ask whether you have an Originator Agreement on file. If the

answer is yes, you are an Originator. Simply receiving electronic payments does not make you an Originator.

Effective June 19, 2026, [NACHA](#) (the organization that governs the ACH network) requires all Originators to have a written fraud monitoring process in place for ACH transactions. This is a new requirement based on a rule change. We recommend you contact your bank(s) to determine if this policy is needed. Some or all of these measures may already be captured in your Originator Agreement with your bank. Your bank may also want to review the policy to determine if it aligns with their Originator Agreement.

We considered adding fraud monitoring and prevention measures to this policy. We know many banks include prevention procedures in their own systems. They vary, so we did not include a specific monitoring or verification system in the policy. We did not want to put something in writing that won't align with your practices. However, now is a good time to review and establish your own fraud protection and internal control measures. For example, your school may consider practices such as: 1) before sending any ACH payment, the District will receive a written, signed authorization and keep it on file; 2) the District will submit all ACH files through its bank's online portal using multi-factor authentication; 3) before acting on any new payment or any change to existing payment instructions over \$X, the District will confirm the information by a separate method, such as a phone call to a known number; 4) the District stores banking data securely and limits access to authorized staff only.

This policy is required if your district is an ACH Originator.

REVISION OF POLICY 4017: RELATIONS WITH EMPLOYEE COLLECTIVE BARGAINING ASSOCIATIONS

LB 429 basically requires schools to treat all “professional employee organizations” equally. They must have equal access to things like physical mailboxes, email, and bulletin boards. Schools cannot designate certain days or breaks by reference to a specific organization. For example, you can’t designate a time during inservice days as “XYZ Education Association Presentation.”

The existing policy accomplished some of these requirements already, but we made a few small tweaks to comply with some of the more vague concepts in LB 429. For example, a “professional employee organization” is one which offers “liability coverage” or “collective bargaining” assistance. In

theory, a local insurance agent (think Farm Bureau) could say they are a “professional employee organization” and thereby want access to your commons area during inservice days, email, mailboxes, etc. We’ll explain some of the intended and unintended consequences of the bill when we cover it during the policy webinar.

This change is required.

REVISION OF POLICY 4019: WORKPLACE INJURY PREVENTION AND SAFETY COMMITTEE

Every public employer subject to the Nebraska Workers’ Compensation Act is required to establish a safety committee that must adopt and maintain an effective written injury prevention program. This requirement has not changed. Previously, schools were required to establish the safety committee through the collective bargaining process. **LB 397** changes this requirement and now allows, but does not require, that the safety committee be established through the collective bargaining process. Policy 4019 has been updated to reflect this change.

This change is required.

REVISION OF POLICY 4056: RESIGNATION OF CERTIFICATED STAFF

This revision replaces an outdated reference to the Professional Practices Commission.

KSB NOTE: If you have not reviewed this policy recently, it’s a great time to do so. We strongly encourage schools to adopt the first option in the policy which uses the legal defaults for renewals and resignations. Schools that use the second option and include a specific date, especially if it’s after April 15, have been stung with late resignation requests even after staff have signed a renewal agreement for the next school year.

This change is required.

NEW POLICY 4065: STAFF USE OF AI TOOLS

We have had a student AI policy for several years, but staff are using ChatGPT, Gemini, Claude, and AI tools built into other software every day, and the risks are different from student use. This new policy is designed to work in concert with Policy 4012 on staff computer and internet use.

This policy has an AI tool approval process so that staff must obtain the permission of an upline administrator before putting student information into an AI tool. The same requirements for using student data with other classroom and educational apps (under COPPA, FERPA, etc.) apply equally to AI tools, yet most staff members are not vetting them the same way.

This policy also prohibits staff from using AI to make decisions like student grading that should be based on professional judgment. Finally, this policy includes detailed prohibitions on misuse of AI tools and guidelines on when it is permissible to use an AI recording or transcription tool.

This policy is not required, but you should strongly consider it in light of the existing legal requirements for vetting education software and apps.

REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

LB 937 provides more concrete processes for the excusal of absences for physical or mental illness. We updated the policy to reflect the process, which calls for verification from a certified medical professional. Additionally, LB 937 requires educational stability for students whose parents, guardians, or educational decisionmakers are subject to an active child abuse or neglect investigation from the Department of Health and Human Services and/or law enforcement. It prohibits their disenrollment or transfer for fourteen days, or unless otherwise permitted by the Department.

This change is required.

REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS

LB 937 revised the part-time enrollment statute, yet again. This law has been changed more than Karen's shoes. Thankfully, this year's changes are fairly straightforward. The law has always allowed part-time enrollment of resident students, including for activity participation. Last year, the law created new enrollment rights for students attending private and exempt schools in other districts. Those rules have not changed.

This year, the Unicameral divided sports and activities into 3 buckets, with each bucket having a different number of minimum credit hours required to participate as a part-time enrollee. These are:

- (1) Activities regulated by an athletic/activities association (like NSAA): 5 credit hours;
- (2) Activities regulated by some other governing body (like FFA): the number of credit hours the school offers based on what the governing body requires; and
- (3) Activities not regulated by any governing body or athletic/activities association (like prom and chess club): the board may require up to 5 credit hours but can require fewer, even 0.

This change is required.

REVISION OF POLICY 5004: OPTION ENROLLMENT

LB 653 revised the option enrollment laws. Starting July 17, 2026, the law now requires school districts to "automatically accept" option enrollment applications of "siblings of options students enrolled in the option school district without regard to capacity limitations." In other words, from a practical standpoint, the only point in time at which a school district can deny an option application for all children who are considered siblings of one another is at the time that the first sibling applies for option enrollment.

By doing so, the new laws now make it relevant to a school district evaluating an option application whether granting the application of the individual student applying—or admitting the siblings of any such student

now or in the future—will exceed the district’s capacity limitations. We heard from many of you with questions and concerns about what this means.

We have prepared optional policy revisions. These say that a school district evaluating the application of any individual student can also consider whether admitting the student’s siblings (even if not applying at the moment) will exceed any capacity limitations. We’ve also developed updated versions of our option resolution, denial letter, and a new supplemental “application” you would use for this purpose.

If you do not choose to go with this new approach, there’s no updating you have to do to policy 5004. The new sibling acceptance requirement does not need to be in policy.

This change is optional. If you do not adopt this approach, there are no changes required to your option policy.

REVISION OF POLICY 5035: STUDENT DISCIPLINE

LB 653 revised the Student Discipline Act yet again this year. On the positive side, lawmakers added an exception to the suspension prohibition for pre-K through second-grade students. Schools may now suspend students in this age range for violent behavior “capable” of causing physical harm.

On the challenging side, LB 653 also heightened notice standards for both short- and long-term discipline, requiring additional disclosures about how a school responds to behaviors.

For short-term suspensions specifically, the requirements are more difficult to comply with at a practical level. Schools must now provide oral and written notice to the student and their parent, guardian, or educational decisionmaker before the suspension begins (“*Goss v. Lopez*”) and give the student an opportunity to present evidence prior to the suspension. Prior to this change, a simple conversation with the student was sufficient. Now, in theory, the student will have to sit in your office or remain in the building so you can provide this new “oral and written” notice to the student and parent, before sending the student home and starting the suspension. Keep in mind this new pre-suspension notice does not replace the requirement to send a letter home after the decision is made.

The law already requires principals to schedule a meeting with the student and parent(s) prior to the student returning to school from a short-term suspension. Now, the law says if a principal has not arranged that meeting, the parent can request one.

If these changes feel overwhelming and like you'll have to tweak your discipline processes and forms, welcome to the club. KSB will host a student discipline workshop to unpack these changes on June 18, which will include updated discipline forms. It will also be recorded if you can't make it that day. Consider [registering now](#) if you have not done so.

This change is required.

REVISION OF POLICY 5048: EMERGENCY RESPONSE TO LIFE THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

LB 457 (2025), now in statute section 79-227, requires schools to implement a policy to address general incidents of anaphylaxis involving students at school. The policy must be implemented as of July 1, 2026.

As discussed in the form change below, NDE and DHHS updated the standard anaphylaxis response protocol contained in NDE Rule 59. Policy 5048 already required the school district to comply with the protocol. LB 457 required slight tweaks to the policy, including (1) that a general response protocol does take the place of existing self-management plans, 504 plans, or IEPs already in place for specific students; and (2) that a copy of the policy and the protocols be included in every school handbook.

We also receive a lot of questions about who can sign the protocol form and who can train staff on any individual plans or the protocols. The protocol form requires the signature of a "Prescribing Health Care Practitioner," defined as "a certified registered nurse anesthetist, a certified nurse midwife, a dentist, an optometrist, a nurse practitioner, a pharmacist, a physician assistant, a physician, or a podiatrist credentialed under the Uniform Credentialing Act."

The training requirements are less strict. Someone like a school nurse, or other individual who can train staff on the medication of students, may provide the staff training. If you or your school nurse have any questions or concerns, reach out to one of us.

This policy revision (and updated protocol form) is required.

REVISION OF POLICY 6009: GRADE PLACEMENT AND ACADEMIC CREDITS OF TRANSFER STUDENTS

A few subscribers have flagged a recurring headache with students transferring back from exempt (home) schools or non-accredited schools: no verified curriculum, no transcript, and an increasingly familiar revolving-door pattern (family flips into exempt status after a truancy report or a teacher dispute, asks to re-enroll later, often timed around activity eligibility). We have revised 6009 for more clarity, including two new sections that apply only to non-accredited school students and returns from non-accredited schools.

The revision more explicitly decouples grade placement from credit. The principal can place a student at a high school grade for enrollment, activities eligibility, and age-cohort purposes—which addresses the NSAA constraint—while only awarding actual credit toward graduation on a course-by-course basis. This may be after the student demonstrates proficiency on a district-administered or district-approved assessment and/or based on a review of the curriculum, student work, and transcripts provided. That remains administrator discretion, just like it was in the previous version of this policy.

The revision also adds an assessment battery selected by the principal, written placement notice to parents, a provisional placement option so the student can start school while assessments are completed, a ten-day parent appeal to the superintendent, a default re-entry timing of "start of a semester" with superintendent discretion to allow exceptions, and a cross-reference to the applicable state activities association rules for extracurricular eligibility.

This policy revision is optional.

REVISION OF POLICY 6038: STUDENT USE OF AI TOOLS

AI has changed a lot since we first drafted 6038, and the policy needed to catch up. The revised version keeps the rule that has been working—students cannot use AI on an assignment unless the teacher has

specifically approved it. The major additions are an explicit list of prohibited uses (AI deepfakes and other AI-generated harassment, nonconsensual intimate images of real people, putting classmates' personal information into AI tools, and using AI to get around accommodations or content filters); a carve-out for AI approved as assistive technology through the IEP or Section 504 process; and authority to reach off-campus AI conduct that disrupts school.

This policy, and the changes, are optional.

NEW POLICY 6046: RIGHT TO ACCESS SCHOOL LIBRARY MATERIALS

LB 390 (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 provides parents, guardians, and educational decisionmakers the right to access a catalog of all books in the school district's library and the right to opt into certain notifications when their student checks out a library book.

The law does not specify a specific method by which school districts must distribute the request for notification form, or how parents can submit such requests. We recommend that you think about whether you want to require submission of a written form or will allow an alternative method of requesting notification. We have included a simple placeholder in the student handbook, as well, in the event you choose to handle the "opt in" process via handbooks.

The deadline for adopting this policy is "for implementation at the beginning of the 2026-27 school year."

This policy is required.

Form Changes

Special Education Procedures

Special education compliance is, unfortunately, an ever-moving target. We revised the procedures slightly, adding timelines for initial evaluations—districts must complete them within 45 school days or 60 calendar days, whichever comes first. This has always been the law, but it wasn't spelled out in the procedures (because it has always been the law). Please note: if the Department ordered your district to modify its procedures, this draft may not reflect what you currently have in place. We have maintained, and continue to maintain, that these procedures comply with the law and meet all required legal standards. **This procedure change is required.**

Policy 5004 - Related Option Enrollment Resources

These optional policy updates include three update resources for your option enrollment program: (1) an update board resolution on option enrollment; (2) a supplemental application for parents applying for option enrollment to supplement the information on the NDE form; and (3) an updated supplemental denial letter that many schools use alongside NDE's form when an application is denied.

You should only use these updated documents if you implement the optional policy changes. *If you implement the optional policy changes, you must approve the updated option resolution prior to using those new sibling criteria.*

This supplemental application is designed to provide you with the relevant information that you will need in order to be in a position to accept or reject an application, in light of all of the siblings who may gain the right to automatic acceptance once the first sibling is accepted. **These form changes are required if you adopt the new sibling consideration provisions.**

Policy 5048 - Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

DHHS and NDE have updated this protocol form. You should replace your existing form with this updated version if you haven't already. The differences are subtle but important. For example, the student's weight

dictating when to use a junior epinephrine dose compared to an adult dose increased from 50 to 60 pounds. NDE Rule 59 is the binding regulation on schools, so that is the version of the form we have now included in the policy service. This protocol form is functionally your policy and what will be used to train staff. As noted above, the policy and form must also be in “all” school handbooks. **This form change is required.**

Policy 6046 - Right to Request Notification of Library Books

These updates include an optional form for you to use for parents who decide to request notification that their student has checked out a library book, as addressed in new Policy 6046. **This form isn’t required** if you choose to allow opt-ins another way.

Other Issues To Consider

LB 258: Minimum Wage

LB 258 revises the way in which the state minimum wage is calculated. The current state minimum wage is \$15.00 per hour. The minimum wage must be increased each January 1st by one and three-quarters percent. Different, lower rates may be paid to student learners and “youth” (14- and 15-year-olds who are not emancipated minors). **Section 48-1202(2) specifically excludes Nebraska public school districts from the definition of “employer” to which the minimum wage applies.** Therefore, the federal minimum wage of \$7.25 per hour applies to Nebraska school districts. **However**, there are retirement implications if the school does not pay at least the state minimum wage. Section 79-902 says that “[c]reditable service does not include . . . services rendered for which the retirement board determines that the member was paid less in compensation than the minimum wage as provided in the Wage and Hour Act.” In other words, if your school pays classified staff a rate below NE minimum wage, there won’t be creditable service given for those activities under the school plan. That may also mean modifying wages mid-school year, when the state minimum wage changes.

LB 383 (2025): Sexting Laws and Parent Consent for Social Media Accounts

LB 383, enacted in 2025, created the Child Sexual Abuse Material Prevention Act. This is the law that now contains many of Nebraska’s

“sexting” statutes, new and old. For example, it criminalizes the creation of AI or “computer-generated” content depicting minors. You often hear these referred to as “deep fakes.” While the law raises some interesting constitutional issues in terms of criminal enforcement, it actually helps schools address “deep fakes” and similar generated content. The Student Discipline Act permits discipline for a violation of Nebraska law, including these laws. None of these changes made by LB 383 required policy updates last year, but they will continue to shape our digital citizenship presentations and your digital citizenship education efforts.

Here’s what’s new. LB 383 also created the Parental Rights in Social Media Act. It is set to take effect July 1, 2026. Essentially, any person creating a social media account must go through an age verification process. The law prohibits any “minor” from creating a social media account. “Minor” is defined as an individual “known or reasonably believed by a social media platform to be under eighteen years of age.” The law only permits a minor to have an account if a parent consents, signs an oath, and completes an age verification process on behalf of the child. Even a 17-year-old senior in high school will need parent consent to hold an account if the law takes effect. Any social media company that violates the new consent requirements can be fined up to \$2,500 per violation.

Of course, social media companies including Meta (Facebook, Instagram) and TikTok filed a lawsuit in Nebraska seeking to stop the law from taking effect on July 1. They have stopped the enforcement of similar laws in other states. If they are not successful in Nebraska, this will be a significant change across the state. Under current law, most students aged 13 or older can establish their own accounts without parental consent or oversight. The only real safeguard is external parental controls (human and technological), which rely on the diligence of busy parents who are less technologically sophisticated than their kids. If the law goes into effect, we think it presents a good opportunity to educate parents on its requirements and also their role as digital parents.

LB 745: High School Equivalency Diploma

LB 745 removes the age restriction and waiting period previously required to obtain a high school equivalency diploma in Nebraska. Under the old law, applicants had to be at least 18 years old and wait until their former graduating class had been out of school for at least one year. The new law eliminates both of those requirements entirely. The bill retains the existing eligibility criteria: applicants must still establish 30-day Nebraska residency

(or have last earned credits at a Nebraska high school), and they must demonstrate educational achievement equivalent to a typical high school graduate through approved testing.

LB 803: Pink Postcards for Everyone!

LB 803 made changes to school districts' budget adoption procedures. Among other details, this will require all school districts (including at least one member of the board) to participate in a joint public hearing that must occur between July 1 and July 14. Although different components of LB 803 have different effective dates, the provisions affecting school district budget procedures will be **effective January 1, 2027**. In other words, school districts need not make changes to their budget adoption procedures for adopting the 2026–27 budget (by the end of September 2026). But you will see this again next year as we update policies and send out information on its impact for 2027-28 budgeting processes.

LB 824: NPERS 120 Days

LB 824 takes effect May 1, 2026 and changes the separation period for School Plan members from 180 days to 120 days. The new law also tightens the rules significantly. During the 120-day period, a member who terminates service and takes a distribution cannot perform any work for a School Plan employer, including substitute teaching, volunteering, independent contracting, or working through a third-party organization that serves School Plan employers. Schools need to pay close attention, because even informal arrangements like training a replacement, coaching, officiating/referring, or participating in programs like Teammates can be a violation. If NPERS finds that a true separation did not occur, the district must pay back contributions plus interest. Members who filed a valid distribution application before May 1, 2026 follow the old 180-day rules, which allow up to 8 days per calendar month of substitute or volunteer service. More information is available [here](#).

LB 935: Swatting

LB 935 creates a new criminal offense of swatting. A person commits the offense of swatting if such person:

- Knowingly makes, causes to be made, or directs a false or misleading report of criminal activity or a need for emergency medical services or assistance from firefighters;

- Such report is made to a law enforcement agency, public safety answering point, or any other emergency response organization;
- The person knows or reasonably should know the report is false or misleading; and
- The report results in the dispatch of law enforcement, firefighters, or emergency response personnel.

A typical violation is a Class I misdemeanor. However, a violation of the new law will be a Class II felony if the violation proximately: (1) results in serious bodily injury to any person or (2) causes a law enforcement officer to deploy or threaten to deploy deadly force. A violation of the new law will be a Class IB felony if the violation proximately results in the death of any person.

LB 935: Attorney Fees

LB 935 allows a political subdivision to request an award of costs and attorney's fees if: (1) the political subdivision is a defendant against a claim that is frivolous or intended primarily to harass the political subdivision or its public officials; or (2) another party asserts a defense against a claim of the political subdivision and such defense is frivolous or intended primarily to harass the political subdivision or its public officials.

LB 940: Color Additives

Beginning August 1, 2027, public schools may not offer or make available to any student any food served as part of a school meal that contains the following color additives: Blue No. 1; Blue No. 2; Green No. 3; Red No. 40; Yellow No. 5; or Yellow No. 6. A "school meal" means a meal served pursuant to the federal Richard B. Russell National School Lunch Act or the federal Child Nutrition Act of 1966, and does not include any other food offered or made available to students.

LB 1126: Public-Private Partnership Contracts

Part of LB 1126 amended the *Political Subdivisions Construction Alternatives Act* to add a new project delivery system: public-private partnership contracts. The new law contemplates that school districts can enter into a public-private partnership contract as a method "for construction or financing of capital projects or procurement of services" in response to unsolicited proposals. If a school district is interested in using this project delivery system, the law requires that it adopt specific policies for entering into these contracts. We will have such optional policies available in the future for your use. If you have more questions about this alternative, please contact us.

KSB Evaluation Platform Suite

We are also excited to announce that the KSB Board Self Evaluation Platform is now live and available for use. Board self evaluation is essential to overall school district success and we've worked closely with several prominent administrators across the state to make sure this tool is a valuable resource for you and your district. We have a short video about the board self evaluation [here](#).

This addition completes our suite of evaluation platforms aligned across all of your district leadership - superintendent, principal and building administrator, and board self evaluation. If you subscribed to the evaluation platform during the 2025-26 school year, your district has access to this module at no additional charge. If you have not yet subscribed to the evaluation portion of the platform, [please visit our website for more information](#) and 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 provide you with a working, useful set of policies and ongoing ***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.