

**Homer Community School District**  
*Committed to excellence, inspiring greatness, exceeding expectations*  
Board of Education  
Tuesday, March 10, 2026  
7:00 PM

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**Agenda**

{{Name: Agenda Item Name}}

**I. Opening the Meeting**

A. Call Meeting to Order and Notification of Open Meeting Law

i. Posted in the room

ii. Publication of Meeting was provided according to 84-1411

B. District Mission Statement:

**II. Board Member Roll Call**

**III. Excuse Absent Board Members**

**IV. Approval of the Agenda**

**V. Consent Agenda**

A. Approval of Minutes from the February regular meeting

B. Approve claims and accounts

**VI. Public Comment**

**VII. Information Items: Reports**

A. Teacher Report

B. Administrator reports

C. Superintendent report

**VIII. Discussion Items**

A. Mid year policy updates 1st reading

B. Legislative Update

IX. **Action Items**

- A. Consider, discuss, and take action to approve the transfer of \$80,000 to School Nutrition Fund from the General Fund for March through August.
- B. Consider, discuss, and take action to approve the bid for \$64,392 for K-5 English Language Arts curriculum

X. **Next Meeting**

XI. **Adjournment**

**NOTICES:**

**COPY OF OPEN MEETINGS ACT:** The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public.

**CHANGES TO ORDER OF AGENDA:** The Board will generally follow the sequence of the published agenda but may change the order of items when appropriate and may elect to take action on any of the items listed.

**PROCEDURES FOR PUBLIC COMMENT:**

**Getting Started:** When you have been recognized, please stand and state your name.

**Time Limit:** You may speak only one time and must limit your comments to 5 minutes or less. The total time allotted for Public Comment is 30 minutes. **At the Board's discretion, individual and total comment time may be extended.**

**Personnel or Student Topic:** If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

**General Rules:** Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated. **RECORDING OF MEETINGS:** The recording of open sessions of Board of Education meetings by the public is permissible according to section 84-1412 (Meetings of public body; rights of public; public body; powers and duties) of Nebraska law. Any public body may make and enforce reasonable rules and regulations regarding the recording of meetings. In accordance with section 84-1410, the recording of closed sessions is not permissible. Board Policy 204.12 and Administrative Regulation 204.12R describe how members of the public may participate in Board of Education meetings and use recording devices. The recording of any part of Board of Education meetings is permissible, except for closed sessions. No recording, other than note taking, shall be done without informing the president in advance. The president has the right to control the placement of the recording device so the device does not obstruct the view of board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

**CLOSED SESSION:** The Board may go into closed session for the protection of public interest or prevention of needless harm to an individual.

MINUTES OF REGULAR MEETING  
BOARD OF EDUCATION  
HOMER COMMUNITY SCHOOL  
Wednesday, February 11, 2026

A meeting of the Board of Education of Homer Community School was convened in open and public session on Wednesday, February 11, 2026 at 7:00 PM in the Library at Homer Community School, Homer, Nebraska. The following board members were present or absent:

Byron Hall: Present, Ryan Harris: Present, Samantha Johnson: Present, Tyler Kirkholm: Present, Dr. Kristina Nelsen: Present, Paul Tighe: Present.

Administration present: Superintendent Dr. Joseph Lefdal, Principal Abbie Uhl, Principal Jake Brand, and Board Secretary Amy Brand

Visitors present: Several

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

I. Opening the Meeting

I.A. Call Meeting to Order and Notification of Open Meeting Law

I.A.i. Posted in the room

I.A.ii. Publication of Meeting was provided according to 84-1411

I.B. District Mission Statement:

II. Board Member Roll Call

All members present.

III. Excuse Absent Board Members

IV. Approval of the Agenda and changes to the Agenda

Motion was made by Samantha Johnson and seconded by Tyler Kirkholm to approve the agenda as presented. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr.

Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

V. Consent Agenda

Motion was made by Dr. Kristina Nelsen and seconded by Ryan Harris to approve all items presented on the Consent Agenda. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr.

Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

V.A. Approval of Minutes from the January regular meeting

V.B. Approve claims and accounts

The Superintendent provided an overview of the district's monthly financial activity, including a review of bills paid, additional expenditures, and current account balances across all funds. A brief budget update was shared to demonstrate how expenditures are tracking compared to projections for the fiscal year.

VI. Public Comment

Public comment was received regarding the potential transition of 6th grade students to the secondary side of the building. Several community members shared perspectives, concerns, and considerations about the timing, impact, and overall pros and cons of such a transition. The Board and administration appreciate the feedback and will take the input under advisement.

VII. Information Items: Reports

VII.A. Administrator reports

A blood drive is scheduled for March 2 from 9:00-1:00. Homer has selected the Connected Model for NSCAS testing. The testing windows for Science on April 8-9, ELA during the week of April 13-17, Math on April 21-22, and make-ups from April 27-May 1. At the elementary level, the ELA curriculum revision process continues with HMH Into Reading and CKLA under review, including feedback from area districts and planned site visits on March 17. Preschool enrollment for 2026-2027 currently stands at 26 students, Kindergarten Round-Up is scheduled for April 10, and NAEP testing for fourth grade will take place on March 11. Every Knight Intervention remains a focus, supporting both academic growth and attendance recovery. At the junior high and high school levels, ACT preparation is underway, with the ACT scheduled for March 24 and PreACT testing for grades 9-10 on March 25-26. Winter activities are concluding, including postseason play and wrestling districts, and speech season is ongoing. Staff continue proactive communication with families of students at risk of failing, supported by after-school recovery opportunities and administrative outreach. Leadership development continues with participation in the ESU 1 Leadership Cadre on February 19.

VII.B. Superintendent report

The Superintendent provided several administrative updates. A brief report was shared on library services and ongoing scheduling work for the upcoming school year. An incentive to support staff pursuing and passing Praxis exams. Current enrollment was reported at 454 students with an average daily attendance rate of 94%. Additionally, information was presented and discussed regarding the "Bound" program as a potential platform for athletic scheduling and management.

VIII. Discussion Items

VIII.A. Middle school and scheduling update

Dr. Lefdal provided an update on scheduling, noting that several adjustments are being made to create a cleaner master schedule with improved course rotations and opportunities for students. MTSS structures and potential middle school scheduling refinements were discussed, including ideas such as practice days to help 5th grade students experience a typical 6th grade schedule. The possibility of monthly class meetings to strengthen relationships and communication was also shared, along with plans to offer orientation

opportunities for incoming 6th and 9th grade students prior to the start of the school year. Additional recess time for middle school students and continued work toward refining next year's master schedule were also discussed.

#### VIII.B. Legislative Update

A legislative update was provided, and several proposed legislative items were shared for the Board's awareness.

#### IX. Action Items

##### IX.A. Approve NASB Online Policy Update for policies 718.00 and 802.07.

Motion was made by Tyler Kirkholm and seconded by Dr. Kristina Nelsen to approve NASB Online Policy Update for policies 718.00 and 802.07. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

##### IX.B. Consider, discuss, and take action to approve the Certified Staff Negotiations Agreement and a base salary increase of \$900.

Motion was made by Tyler Kirkholm and seconded by Samantha Johnson to approve the Certified Staff Negotiations Agreement and a base salary increase of \$900. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

##### IX.C. Consider, discuss, and take action to approve classified staff compensation.

Motion was made by Samantha Johnson and seconded by Tyler Kirkholm to approve classified staff compensation at 1.9%. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

##### IX.D. Consider, discuss, and take action to approve administration compensation/contracts.

Motion was made by Dr. Kristina Nelsen and seconded by Ryan Harris to approve administration compensation/contracts at an additional \$2,000. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

#### X. Next Meeting

The next meeting will be held Tuesday, March 10th, 2026 at 7:00 p.m.

#### XI. Adjournment

Motion was made by Dr. Kristina Nelsen and seconded by Samantha Johnson to adjourn the meeting at 8:39. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

Dated this Wednesday, February 11, 2026.

ATTEST:  
Dr. Kristina Nelsen  
Secretary

Dakota County School District #31R  
a/k/a Homer Community School  
BY: Paul Tighe, President

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Checking Account ID	1	Fund Number 01	GENERAL FUND	
	AR032875	AGParts Worldwide, Inc	03/05/2026	117.12
01 1100 432 001		Technology		65.59
01 1100 432 002		Technology		51.53
Total	AGParts Worldwide, Inc			117.12
	1164920,11-0001	Appeara	02/23/2026	266.90
01 2610 340 001		Mop supplies		149.46
01 2610 340 002		Mop supplies		117.44
Total	Appeara			266.90
	03112026-0001	AT&T	02/25/2026	5.47
01 2510 382 001		Long Distance		3.06
01 2510 382 002		Long Distance		2.41
Total	AT&T			5.47
	12870	Ben Stewart, Speechwire Tournament Service	03/05/2026	225.00
01 1100 610 001		Speech Tournament Services		225.00
Total	Ben Stewart, Speechwire Tournament Service			225.00
	02282026	Bird, Darrian	03/05/2026	297.48
01 2710 519 001		Mileage To Parents		297.48
Total	Bird, Darrian			297.48
	15802630	Bomgaars	03/05/2026	169.99
01 2610 610 001		Custodial/Maint.Supplies		95.19
01 2610 610 002		Custodial/Maint. Supplies		74.80
Total	Bomgaars			169.99
FY26-0139	53285627	Carolina Biological Supply	03/05/2026	106.89
01 3535 610 001		Tire Impression Kit		106.89
Total	Carolina Biological Supply			106.89
	01312026	Cassie Kubik	03/05/2026	1,400.71
01 2710 890 002		January, February Mileage		1,400.71
Total	Cassie Kubik			1,400.71
	6131025,6130372	Cornhusker International Trucks, Inc.	03/05/2026	2,226.11
01 2710 490 001 0002		Bus tires and parts		2,226.11
Total	Cornhusker International Trucks, Inc.			2,226.11
	847,859	Dakota County Star	03/05/2026	175.22
01 2510 540 001		Publish legal Notices		98.12
01 2510 540 002		Publish legal Notices		77.10
Total	Dakota County Star			175.22
	S105436934.001	Dakota Supply Group	03/05/2026	40.79
01 2610 610 001		Supplies		22.84
01 2610 610 002		Supplies		17.95
Total	Dakota Supply Group			40.79
	S011601059.001	Echo Electric	03/05/2026	121.14
01 2610 610 001		Custodial/Maint.Supplies		67.84

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2610 610 002		Custodial/Maint. Supplies		53.30
Total	Echo Electric			121.14
	013476	Esu #1	03/05/2026	50.00
01 2213 330 001		EMPLOYEE TRAINING & DEVELOPMENT		50.00
Total	Esu #1			50.00
	03072026	First National Bank Omaha	02/18/2026	1,081.89
01 2710 490 002 0003		Big Van part		70.60
01 2510 531 001		Postage Pd Env		543.79
01 2510 531 002		Postage Pd Env		427.26
01 2510 610 001		Supplies		22.53
01 2510 610 002		Supplies		17.71
FY26-0127	260127	First National Bank Omaha	02/18/2026	79.59
01 2130 610 002		Mini Deodorants for "The Talk"		79.59
FY26-0133	260133	First National Bank Omaha	02/18/2026	125.00
01 1100 610 001		Texas Instruments TI-30XIIS Scientific C		125.00
FY26-0138	260138	First National Bank Omaha	02/18/2026	5.00
01 1100 610 002		Eureka Module 3		5.00
FY26-0140	260140	First National Bank Omaha	02/18/2026	67.47
01 2220 610 001		barcode scanner		29.48
01 2220 610 002		barcode scanner		37.99
FY26-0144	260144	First National Bank Omaha	02/18/2026	253.88
01 2610 610 001		Elkay 51300C Replacement Water Filter (3		136.33
01 2610 610 002		Elkay 51300C Replacement Water Filter (3		117.55
Total	First National Bank Omaha			1,612.83
	30015766	Fremont Tire	03/05/2026	50.29
01 2710 490 001 0006		Tires & Parts		50.29
Total	Fremont Tire			50.29
FY26-0137	90023689	Hillyard / Sioux Falls Branch	03/05/2026	203.24
01 2610 610 001		towels		113.81
01 2610 610 002		Towels		89.43
FY26-0163	90059635	Hillyard / Sioux Falls Branch	03/05/2026	382.05
01 2610 610 001		large liner		234.80
01 2610 610 002		small liners		147.25
FY26-0166	90059636	Hillyard / Sioux Falls Branch	03/05/2026	45.24
01 2610 610 001		bowl cleaner		25.33
01 2610 610 002		bowl cleaner		19.91
Total	Hillyard / Sioux Falls Branch			630.53
	02282026	Houghton, Misty	03/05/2026	84.36
01 2710 519 001		February Mileage		84.36
Total	Houghton, Misty			84.36
	111635	Hundertmark Inc	03/05/2026	354.03
01 2610 610 001		Custodial/Maint.Supplies		198.26
01 2610 610 002		Custodial/Maint. Supplies		155.77
Total	Hundertmark Inc			354.03
	38938604,	Jostens, Inc.	03/05/2026	2,799.33

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 1100 610 001	38957221,	Graduation supplies		2,799.33
Total	Jostens, Inc.			2,799.33
FY26-0134	368317072, 368297206	JW Pepper & Son Inc	03/05/2026	102.48
01 1100 610 001		Fire and Ice		62.50
01 1100 610 001		American Folk Songs and Spirituals		39.98
Total	JW Pepper & Son Inc			102.48
01 2130 610 001	20662	Lifeguard MD	03/06/2026	134.81
01 2130 610 002		AED Pads		75.49
01 2130 610 002		AED Pads		59.32
Total	Lifeguard MD			134.81
01 2610 610 001	83037,82791, 81861	Menards	03/05/2026	179.69
01 2610 610 002		Custodial/Maint.Supplies		100.63
01 2610 610 002		Custodial/Maint. Supplies		79.06
Total	Menards			179.69
FY26-0172	11001972	Mid-bell Music, Inc	03/05/2026	19.98
01 1100 610 001		D'ADDARIO D'ADDARIO		19.98
Total	Mid-bell Music, Inc			19.98
01 1100 610 001	9002142918, 900212510	NASSP/NHS/NJHS	03/05/2026	770.00
01 1100 610 001		NHS Affiliation Fees		770.00
Total	NASSP/NHS/NJHS			770.00
01 2610 621 001	03092026-0001	Nebraska Public Power Distric	02/27/2026	4,109.10
01 2610 621 002		Electric		2,301.10
01 2610 621 002		Electric		1,808.00
Total	Nebraska Public Power Distric			4,109.10
01 2510 610 002	2022200117	One Source The Background Check Co	03/05/2026	29.50
01 2510 610 002		Background check		29.50
Total	One Source The Background Check Co			29.50
01 2710 519 001	02282026	Parker, Amelia	03/05/2026	193.12
01 2710 519 001		February Mileage		193.12
Total	Parker, Amelia			193.12
01 2320 340 001	194	Perry Guthery Haase & Gessfor	03/06/2026	576.00
01 2320 340 001		Legal Fees		322.56
01 2320 340 002		Legal Fees		253.44
Total	Perry Guthery Haase & Gessfor			576.00
01 2710 519 002	02282026	Rave, Arianna	03/05/2026	84.32
01 2710 519 002		February Mileage		84.32
Total	Rave, Arianna			84.32
01 2610 610 001	95468	Robertson Implement Co.	03/05/2026	329.99
01 2610 610 001		Blower Maint.		184.79

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2610 610 002		Blower Maint.		145.20
Total	Robertson Implement Co.			329.99
	02282026	Sharpback, Fran	03/05/2026	110.01
01 2710 519 001		February Mileage		110.01
Total	Sharpback, Fran			110.01
	21534	Siouxland Lock & Key	03/05/2026	158.80
01 2610 610 001		Keys		88.93
01 2610 610 002		Keys		69.87
Total	Siouxland Lock & Key			158.80
FY26-0156	M466974	Skills USA Inc.	03/05/2026	220.00
01 1100 610 001		Student Registration Fee		192.00
01 1100 610 001		Advisor Registration Fee		28.00
Total	Skills USA Inc.			220.00
FY26-0169	S148006	Skills USA Nebraska	03/05/2026	1,110.00
01 1100 610 001		advisor registration		150.00
01 1100 610 001		student registration		960.00
Total	Skills USA Nebraska			1,110.00
FY26-0173	SC803693	State Steel	03/05/2026	38.00
01 2610 610 001		angle iron		21.28
01 2610 610 002		Angle iron		16.72
Total	State Steel			38.00
FY26-0155	36729	Studio B Graphics	03/05/2026	212.00
01 1100 610 001		Speech Visuals		212.00
Total	Studio B Graphics			212.00
FY26-0165	7ddc01cc	TreviPay	03/05/2026	69.18
01 2610 610 001		degreaser		38.74
01 2610 610 002		degreaser		30.44
Total	TreviPay			69.18
	2043	Troy's Auto World	03/05/2026	4,364.35
01 2710 490 002 0008		2015 Transit repair		4,364.35
Total	Troy's Auto World			4,364.35
FY26-0136	203669029	Uline	03/05/2026	13.50
01 2610 610 001		Cabinet Wheels for Flat Filing Cabinet x		13.50
Total	Uline			13.50
	292993	Unity Point Clinic	03/09/2026	99.00
01 2710 890 001		Bus Driver pre-employment screening		55.44
01 2710 890 002		Bus Driver pre-employment screening		43.56
Total	Unity Point Clinic			99.00
	02152026-0002	Village Of Homer	02/25/2026	631.27
01 2610 410 001		Water & Sewer		353.51
01 2610 410 002		Water & Sewer		277.76
Total	Village Of Homer			631.27

**Board Report - Detail**

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	021920261	Wayne State College	03/05/2026	256.00
01 1100 610 001		Middle School Festivals Entries		256.00
Total		Wayne State College		256.00
	527341	Wildlife Safari	03/05/2026	90.00
01 1100 610 002		Teaching Supplies		90.00
Total		Wildlife Safari		90.00
	1787789,1789470	Wilmes Hardware Hank	03/05/2026	29.90
01 1100 610 001		Supplies		16.74
01 1100 610 002		Supplies		13.16
Total		Wilmes Hardware Hank		29.90
	488194-0001	WoodRiver Energy, LLC	02/15/2026	7,012.31
01 2610 621 001		Utility Energy Service		3,926.89
01 2610 621 002		Utility Energy Service		3,085.42
Total		WoodRiver Energy, LLC		7,012.31
Fund Number	01			31,677.50
Checking Account ID	1			31,677.50

General Fund Account Balances – March 2026

Receipts:

(Received since last board meeting)

First Community Bank – Interest	100.74
Dakota & Thurston County Treasurer – Taxes from last month	266,173.00
State of NE – State Aid	218,964.00
State of NE – SPED	91,988.00
Insurance Settlement (loading dock)	4,666.69

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Balance in General Fund Checking (3/1/2026)	189,945.57
Balance in General Fund Petty Cash (3/1/2026)	2,000.00
<b>General Fund Balance</b>	<b>191,945.57</b>

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General Fund Checking Balance as of March 1, 2026	189,945.57
March Accounts Payable Expenses	- 24,257.30
March Payroll Expense (Inc payroll deductions)	- 519,974.63
March To Be Deposited	+ 690,425.96
<b>Estimated Balance End of March</b>	<b>336,139.60</b>

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Hot Lunch Program Balance February, 2026

Hot Lunch Balance as of February 1, 2026	<b>\$ 13,535.62</b>
Expenses to clear the bank in February	- 33,359.61
February Deposits	+ 19,514.53
February GF Reimbursement	+ 13,867.86
<b>Balance End of February</b>	<b>\$ 13,558.40</b>
 <b>March Lunch Payroll</b>	 <b>\$ 26,886.50</b>

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Activity Account Balance – February, 2026

Beginning bank balance as of February, 2026	<b>\$ 88,060.01</b>
February expenditures	- 12,764.83
February deposits	+ 9,654.97
<b>Balance End of February</b>	<b>\$ 84,950.15</b>

**Building Fund: (Used for Improvements)**  
Balance in Building Fund Passbook (2-1-26) \$ 95,401.99  
Interest 213.05  
Dakota and Thurston County Treasurer 30,312.16

**February Ending Balance \$ 125,927.20**

**QCPUF Fund**  
Balance in QCPUF (2-1-26) \$ 72,574.05  
Interest 80.82  
Dakota County Treasurer 129.10

**February Ending Balance \$ 72,783.97**

**Depreciation Fund: (Used for Replacement)**  
Balance in Depreciation Fund Balance (2-1-26) \$ 289,813.46  
Less Check to Hillyard (auto-scrubber payment) 522.64  
Interest 532.72

**February Ending Balance \$ 289,823.54**



## Total Collections

	2022-2023	2023-2024	2024-2025	2025-2026
September	800,659	698,595	725,802	621,845
October	316,779	466,618	652,282	581,143
November	519,791	221,093	698,727	377,554
December	275,982	346,820	703,572	551,411
January	1,130,286	1,324,358	869,749	984,461
February	588,149	524,431	854,291	581,917
March	332,046	485,652	532,020	
April	574,028	513,032	492,355	
May	855,633	996,973	1,400,457	
June	429,134	489,487	554,793	
July	48,640	84,226	69,485	
August	417,695	93,457	119,103	
<b>TOTALS</b>	<b>6,288,821</b>	<b>6,244,744</b>	<b>7,672,635</b>	<b>3,698,332</b>

## Tax Collections

	2022-2023	% of Total	2023-2024	% of Total	2024-2025	% of Total	2025-2026	% of Total
September	600,231	74.97%	504,135	72.16%	505,420	69.64%	401,069	64.50%
October	116,402	36.75%	108,401	23.23%	143,002	21.92%	156,284	26.89%
November	35,932	6.91%	29,497	13.34%	29,152	4.17%	41,306	10.94%
December	25,912	9.39%	25,976	7.49%	39,247	5.58%	22,138	4.01%
January	889,616	78.71%	991,893	74.90%	516,753	59.41%	616,500	62.62%
February	214,253	36.43%	228,350	43.54%	655,772	76.76%	266,173	45.74%
March	59,157	17.82%	70,956	14.61%	36,784	6.91%		#DIV/0!
April	347,686	60.57%	232,260	45.27%	191,916	38.98%		#DIV/0!
May	591,358	69.11%	706,690	70.88%	1,194,987	85.33%		#DIV/0!
June	135,466	31.57%	173,628	35.47%	146,425	26.39%		#DIV/0!
July	40,059	82.36%	28,798	34.19%	36,411	52.40%		#DIV/0!
August	49,150	11.77%	33,418	35.76%	44,348	37.23%		#DIV/0!
<b>TOTALS</b>	<b>3,105,221</b>	<b>49.38%</b>	<b>3,134,003</b>	<b>50.19%</b>	<b>3,540,218</b>	<b>46.14%</b>	<b>1,503,470</b>	<b>40.65%</b>

## State Aid

	2022-2023	% of Total	2023-2024	% of Total	2024-2025	% of Total	2025-2026	% of Total
September	199,203	24.88%	191,609	27.43%	201,069	27.70%	218,964	35.21%
October	195,724	61.79%	185,008	39.65%	200,874	30.80%	218,964	37.68%
November	195,724	37.65%	185,008	83.68%	0	0.00%	0	0.00%
December	195,724	70.92%	185,008	53.34%	401,748	57.10%	437,928	79.42%
January	195,724	17.32%	185,008	13.97%	200,874	23.10%	218,964	22.24%
February	195,724	33.28%	185,008	35.28%	0	0.00%	218,964	37.63%
March	195,724	58.94%	185,008	38.09%	401,748	75.51%		#DIV/0!
April	195,724	34.10%	185,008	36.06%	200,874	40.80%		#DIV/0!
May	195,724	22.87%	185,008	18.56%	200,874	14.34%		#DIV/0!
June	195,719	45.61%	185,004	37.80%	200,873	36.21%		#DIV/0!
July								
August								
<b>TOTALS</b>	<b>1,960,714</b>	<b>31.18%</b>	<b>1,856,677</b>	<b>29.73%</b>	<b>2,008,934</b>	<b>26.18%</b>	<b>1,313,784</b>	<b>35.52%</b>

Homer Community School March, 2026 Budget Report

	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,721,460.00	279,388.00	1,940,981.95	52.25
1125	REGULAR INSTRUCTIONAL PROGRAMS SCHOOL AG	60,284.00	297.51	2,345.87	3.89
1150	LIMITED ENGLISH PROF PROGRAMS	22,380.00	1,320.90	9,246.30	41.32
1160	PROVERTY PROGRAMS	523,200.00	58,616.01	405,445.49	77.49
1190	EARLY CHILDHOOD ED PROGRAMS	14,010.00	468.28	1,873.63	13.37
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	500,000.00	62,251.36	447,922.80	89.58
1300	SUMMER SCHOOL	25,000.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	178,000.00	10,877.01	76,471.33	42.96
2130	HEALTH SERVICES	76,000.00	4,950.58	31,920.13	42.00
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	80,000.00	0.00	58,500.00	73.13
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	110,000.00	0.00	53,750.00	48.86
2161	OT SERVICES SPED SCHOOL AGE	8,000.00	0.00	3,912.12	48.90
2171	PT SERVICES SPED SCHOOL AGE	0.00	0.00	2,283.75	0.00
2181	VISION SERVICES SPED SCHOOL AGE	0.00	0.00	26.00	0.00
2213	INST STAFF TRAINING	0.00	50.00	8,125.95	0.00
2220	LIBRARY/MEDIA SERVICES	175,000.00	12,032.57	85,035.53	48.59
2290	Retirement incentive	0.00	0.00	18,567.45	0.00
2320	EXECUTIVE ADMINISTRATION	290,000.00	18,202.96	144,914.10	49.97
2410	OFFICE OF PRINCIPAL	410,000.00	32,014.40	232,001.40	56.59
2510	GENERAL ADMIN-BUSINESS SERVICE	200,000.00	10,336.46	101,411.10	50.86
2520	PURCH, WARE, AND DIST SERVICES	0.00	0.00	330.00	0.00
2530	PRINT, PUB, DUP SERVICES	0.00	0.00	1,610.70	0.00
2610	SUPPORT SERVICES OPERATION OF BUILDING	513,000.00	19,368.66	237,140.57	47.30
2650	VEHICLE OPP, ACQUISITION AND MAINTENANCE	25,000.00	0.00	0.00	0.00
2660	SECURITY	2,000.00	0.00	0.00	0.00
2710	VEHICLE OPP & PURCH REG ED	389,601.00	23,293.18	168,796.99	43.33
2712	VEHICLE OPP & PURCH SCHOOL AGE SPED	0.00	0.00	6,606.40	0.00
3535	HIGH ABILITY LEARNERS	14,000.00	106.89	459.92	3.29
5000	DEBT SERVICES	0.00	0.00	114,000.00	0.00
6200	TITLE I, PART A ESSA IMP BASIC BY LOCAL	199,000.00	11,139.16	75,449.92	37.91
6210	TITLE I PART A ACCT ESSA IMPROV BASIC	6,000.00	0.00	0.00	0.00
6408	6408	103,000.00	0.00	31,311.00	30.40
6700	FED VOC & APP TECH ED (CARL PERKINS)	10,000.00	0.00	9,021.70	90.22
6990	OTHER FED CATEGORICAL RECEIPTS	0.00	0.00	7,771.71	57.14
6992	REAP	45,000.00	0.00	0.00	0.00
6997	6997	5,000.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	165,065.00	0.00	94,325.95	0.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	(1,000.00)	0.00
	Totals	7,870,000.00	544,713.93	4,370,559.76	55.65

## **Principal Board Report – March 10, 2026**

### **District**

- Blood Drive - Mar 2, 2026
- It was announced on February 26, that DIBELS (Dynamic Indicators of Basic Early Literacy Skills) was selected through the Nebraska Department of Education as the approved assessment tool for the Nebraska Reading Improvement Act.
  - Brief, research-based literacy screening and progress monitoring measures developed by the University of Oregon.
  - Districts can make the change during the 2026-2027, but NDE recognizes the operational and financial realities districts face and districts needing additional time are provided a “hold harmless” period during 2026-2027 with required implementation beginning in the 2027-2028 school year.

### **Elementary**

- Parent/Teacher Conference Results
  - Fall 2021 - 91%/Spring 2022 - 89%
  - Fall 2022 - 97%/Spring 2023 - 89%
  - Fall 2023 - 94%/Spring 2024 - 94%
  - Fall 2024 - 95%/Spring 2025 - 93%
  - Fall 2025 - 94%/Spring 2026 - 95%
- NAEP Testing
  - National Assessment of Educational Progress
  - Mar 11, 2026
  - 4th Grade
  - 8:30-10:30 AM
- NAIA Youth Day
  - Mar 20, 2026
  - Grades 3rd-5th
  - Leave - 10:15 AM
  - Return - 1:30 PM
- Orpheum Field Trip
  - Mar 23, 2026
  - 4th Grade
  - Leave - 9:00 AM
  - Return - 11:40 AM
- Elementary staff have selected CKLA for ELA curriculum.
  - On March 17, they will be conducting site visits between Laurel Concord Coleridge and Ponca to observe the curriculum in action and discuss with their staff implementation procedures.

## JH/HS

- Parent/Teacher Conference Attendance Results
  - 6th - 67%
  - 7th - 52%
  - 8th - 44%
  - 9th - 37%
  - 10th - 29%
  - 11th - 35%
  - 12th - 21%
- ACT/PreACT
  - ACT
    - Practice test for Juniors March 18th
    - Test date is March 24th
      - Will test in the Auxiliary Gym
      - Students will dismiss for the day following their test
  - PreACT
    - Sophomores - March 25th in Auxiliary Gym
    - Freshmen - March 26th in Auxiliary Gym
      - Students will return to normal classes following their test

# Homer Community School 2025-26 Student Movement

	In	Out
August	1	2
September	4	3
October	1	6
November	6	0
December	0	4
January	7	3
February	0	5
March		
April		
May		
	<b>Totals</b>	
	19	23



# Homer Community School 2025-26

## Average Daily Attendance

Percentage of Students in Attendance Daily

	%
August	95
September	95
October	95
November	94
December	93
January	94
February	94
March	
April	
May	



## HOMER SCHOOL ENROLLMENT 2025-26

February 27, 2026

Grade	Total	Boys	Girls	Teachers	Option Enrollment
Preschool 4 year	25	11	14	All	
PK-4	13			Heaton	-
PK-4	12			Murphy	-
Kindergarten	29	12	17	All	12
K – 1	15			Scott	
K – 2	14			Olson	
1 <sup>st</sup> Grade	27	17	10	All	11
1 <sup>st</sup> – 1	13			Boelter	
1 <sup>st</sup> - 2	14			Dorcey	
2 <sup>nd</sup> Grade	36	18	18	All	15
2 <sup>nd</sup> – 1	19			Ford	
2 <sup>nd</sup> – 2	17			Morgan	
3 <sup>rd</sup> Grade	26	15	11	All	11
3 <sup>rd</sup> – 1	13			Wright	
3 <sup>rd</sup> – 2	13			Hermelbracht	
4 <sup>th</sup> Grade	28	11	17	All	7
4 <sup>th</sup> – 1	14			Jump	
4 <sup>th</sup> – 2	14			Sanchez	
5 <sup>th</sup> Grade	33	16	17	All	10
5 <sup>th</sup> - 1	16			Olson	
5 <sup>th</sup> - 2	17			Bennier	
<b>Total K – 5</b>	<b>179</b>		<b>Total PreK - 5</b>	<b>204</b>	<b>Total Elem. Option</b>
				<b>66</b>	
				Comparison to 2015/2016 (PK-6) - 219 Students (71 Opt.) Comparison to 2016/2017 (PK-6) - 215 Students (73 Opt.) Comparison to 2017/2018 (PK-6) - 206 Students (69 Opt.) Comparison to 2018/2019 (PK-6) - 225 Students (90 Opt.) Comparison to 2019/2020 (PK-6) - 217 Students (83 Opt.) Comparison to 2020/2021 (PK-6) - 243 Students (78 Opt.) Comparison to 2021/2022 (PK-6) - 245 Students (70 Opt.) Comparison to 2022/2023 (PK-6) - 238 Students (68 Opt.) Comparison to 2023/2024 (PK-5) – 212 Students (66 Opt.) Comparison to 2023/2024 (PK-5) – 201 Students (67 Opt.)	
6 <sup>th</sup> Grade	36	18	18		13
7 <sup>th</sup> Grade	33	11	22		16
8 <sup>th</sup> Grade	41	15	26		14
9 <sup>th</sup> Grade	26	9	17		12
10 <sup>th</sup> Grade	41	20	21		16
11 <sup>th</sup> Grade	29	14	15		15
12 <sup>th</sup> Grade	39	16	23		14
13-16 Year	0	0	0		0
<b>Total 6 – 12</b>	<b>245</b>			<b>Total JH/HS</b>	<b>100</b>
<b>Year 13</b>	<b>0</b>			<b>Option</b>	
				Comparison to 2015/2016 (7-12) – 180 Students (61 Opt.) Comparison to 2016/2017 (7-12) – 175 Students (63 Opt.) Comparison to 2017/2018 (7-12) - 171 Students (56 Opt.) Comparison to 2018/2019 (7-12) - 163 Students (58 Opt.) Comparison to 2019/2020 (7-12) - 171 Students (65 Opt.) Comparison to 2020/2021 (7-12) - 190 Students (74 Opt.) Comparison to 2021/2022 (7-12) - 181 Students (75 Opt.) Comparison to 2022/2023 (7-12) - 192 Students (80 Opt.) Comparison to 2023/2024 (6-12)- 224 Students (97 Opt.) Comparison to 2023/2024 (6-12) – 240 Students (107 Opt.)	
<b>Total K – 12</b>	<b>424</b>		<b>Total PreK - 12</b>	<b>449</b>	<b>Option Total</b>
				<b>166</b>	
				Comparison to 2015/2016 (PK-12) - 399 Students (132 Opt.) Comparison to 2016/2017 (PK-12) - 390 Students (136 Opt.) Comparison to 2017/2018 (PK-12) - 377 Students (125 Opt.) Comparison to 2018/2019 (PK-12) - 388 Students (148 Opt.) Comparison to 2019/2020 (PK-12) - 418 Students (148 Opt.) Comparison to 2020/2021 (PK-12) - 433 Students (152 Opt.) Comparison to 2021/2022 (PK-12) - 426 Students (145 Opt.) Comparison to 2022/2023 (PK-12) - 430 Students (148 Opt.) Comparison to 2023/2024 (PK-12) – 436 Students (168 Opt.) Comparison to 2024/2025 (PK-12) - 445 Students (166 Opt.)	

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Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Nebraska Department of Education Rule 10. The Annual Report shall be distributed or made available to residents of the School District each year. The report shall include information required by NDE Rule 10 and applicable NDE guidance. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Nebraska Department of Education, when appropriate. The external team visits shall be conducted at least once each five years.

At least annually, the Superintendent or designee shall provide a computer science and technology education status report to both the Board of Education and Nebraska State Department of Education. The annual report may include information about student progress on the computer science and technology courses and other relevant measures of student progress in the areas of computer science and technology education. To the extent appropriate, computer science education data may be incorporated into the District's Annual Report and considered as part of the District's ongoing school improvement planning process.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10  
Neb. Rev. Stat. § 79-3305

Date of Adoption: [Insert Date]

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Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred ~~nine-thirty-six~~ thousand dollars (~~\$109~~136,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage 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 an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred ~~and eighteenforty-four~~ thousand dollars (~~\$118144~~,000), as adjusted from time to time by Section 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

New ConstructionFacilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$~~109~~136,000, or such sum as adjusted pursuant to Section 73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. Sections 73-101 to 73-106

Date of Adoption: [Insert Date]

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$136,000, or such sum as adjusted pursuant to Section 73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. Sections 73-101 to 73-106

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred thirty-six thousand dollars (\$136,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage 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 an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred forty-four thousand dollars (\$144,000), as adjusted from time to time by Section 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

StudentsAsthma, Anaphylaxis, and Allergic Reaction Protocol

The District will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis Protocol as required by the Nebraska Department of Education.

The Superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction (including anaphylaxis) and use of an EpiPen and albuterol. These regulations and protocols shall also ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The Emergency Protocol shall be implemented, and the equipment and medication necessary to implement the Emergency Protocol shall be maintained, at each school building while school is in session. For purposes of the Emergency Protocol, the phrase "while school is in session" is defined as the core instructional school day. The "core instructional school day" is defined as that portion of each day school is in session during which teachers are on duty to provide and students are scheduled to receive instruction in the School District's curriculum, generally beginning at 8:00 a.m. and ending at 3:30 p.m. The Emergency Protocol shall not be required to be implemented other than in the school buildings while school is in session, and as such is not required to be implemented at extracurricular activities, on school buses, or during school field trips. Implementation of the Emergency Protocol at such non-mandatory times or places shall be made in the discretion of the administration and shall be subject to the availability of the employees designated or trained in implementation of the Emergency Protocol and the availability of the necessary equipment and medication at such times or places.

The parent or guardian of a student of minority age may sign a waiver requesting that their student not receive emergency treatment under this protocol.

The Superintendent or designee shall further develop and implement protocols to address anaphylaxis and the emergency use of epinephrine at school buildings and school-sponsored activities. A school nurse or trained staff member may administer epinephrine to any individual believed to be experiencing anaphylaxis. These protocols will also address the District's response, documentation, notification, and reporting any instances of administering epinephrine. The District will continue to implement individualized health or Section 504 plans for students with known severe allergies, and nothing in this policy limits rights or accommodations under Section 504, the ADA, or the IDEA.

Legal Reference: NDE Rule 59.006  
Neb. Rev. Stat. § 79-227

Date of Adoption: [Insert Date]

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Legal Reference: NDE Rule 59.006  
Neb. Rev. Stat. § 79-227

Date of Adoption: [Insert Date]

**~~WAIVER OF EMERGENCY RESPONSE TO  
LIFE THREATENING ASTHMA OR  
SYSTEMIC ALLERGIC REACTIONS PROTOCOL~~**

[Name] Public School District

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

~~I am aware of the school policy that provides a protocol to follow by school personnel to administer EpiPen/albuterol to a student when it is determined that the student is suffering a life-threatening asthma or systemic allergic reaction while school is in session.~~

~~After considering the school policy and the best interests of my child, \_\_\_\_\_, I do not wish to have him/her given or administered albuterol or medication from an Epi-Pen by school personnel under any circumstances for the 20\_\_\_\_-20\_\_\_\_ school year.~~

DATED: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Parent/Guardian/Custodian

DATED: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Physician

**DO NOT** return this form **without** a physician's signature supporting your request to remove your child from the protocol.



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## FIRST SET OF 2026 POLICY UPDATES

Over the past several years, the Nebraska Legislature enacted several measures that will take effect during the 2026-2027 school year. In anticipation of these changes, we are sending the first set of policy updates to give boards and administrators time to review and plan for next year. As always, please do not hesitate to contact us with any questions or concerns.

**1. Policy 1040 – Annual Report.** Neb. Rev. Stat. § 79-3305 now requires an annual “computer science and technology education status report” to the School Board. The deadline to complete the first report is December 1, 2026.

**2. Policy 3540 – Bidding Construction Projects.** Neb. Rev. Stat. § 81-3445 requires the State Board of Engineers and Architects to adjust the threshold for architects or engineers on construction projects. The Board adjusted this amount to \$144,000, which is now reflected in Policy 3540.

**3. Policy 5601 – Asthma, Anaphylaxis and Allergic Reaction Protocol.** Neb. Rev. Stat. § 79-227 requires each Board to adopt an anaphylaxis policy by July 1, 2026. The anaphylaxis policy must also be included in the Student Handbook, beginning in the 2026-2027 school year. In addition, DHHS issued a new guidance document for anaphylaxis that does not need to be adopted into Board Policy but can be shared with your staff.

**4. Policy 7050 – Bids and Contracts.** Neb. Rev. Stat. § 73-106 requires the State Board of Education to adjust the bidding threshold once every five years. The State Board adjusted this amount to \$136,000, which is now reflected in Policy 7050.

Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Nebraska Department of Education Rule 10. The Annual Report shall be distributed or made available to residents of the School District each year. The report shall include information required by NDE Rule 10 and applicable NDE guidance. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Nebraska Department of Education, when appropriate. The external team visits shall be conducted at least once each five years.

At least annually, the Superintendent or designee shall provide a computer science and technology education status report to both the Board of Education and Nebraska State Department of Education. The annual report may include information about student progress on the computer science and technology courses and other relevant measures of student progress in the areas of computer science and technology education. To the extent appropriate, computer science education data may be incorporated into the District's Annual Report and considered as part of the District's ongoing school improvement planning process.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10  
Neb. Rev. Stat. § 79-3305

Date of Adoption: [Insert Date]

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

# GUIDANCE DOCUMENT

“This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Nebraska Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.”

Pursuant to  
Neb. Rev. Stat. § 84-901.03

# Anaphylaxis Response Policy Guidance Document

Effective 7/1/2026

The purpose of the Guidance Document is to assist licensed child care providers in adopting policy to address EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS), as stated in Neb. Rev. Stat. § 71-1913.04 and § 71-1965

**DEFINITION:** Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary. A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications. **LIFE-THREATENING ASTHMA SYMPTOMS:** Any of these symptoms may occur:

- Chest tightness.
- Wheezing.
- Severe shortness of breath.
- Retractions (chest or neck “sucked in”).
- Cyanosis (lips and nail beds exhibit a grayish or bluish color).
- Change in mental status, such as agitation, anxiety, or lethargy.
- A hunched-over position.
- Breathlessness causing speech in one-to-two-word phrases or complete inability to speak.

**ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM:** Any of the symptoms may occur within seconds. The more immediate the reaction the more severe the reaction may become. Any of the symptoms present require several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives.
- Abdominal: pain, nausea and vomiting, diarrhea.
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction.
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse).
- Mental status: apprehension, anxiety, restlessness, irritability.

#### EMERGENCY PROTOCOL:

1. CALL 911.
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement an emergency protocol.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer medications (epinephrine auto injector and nebulized albuterol) per standing order.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.).
7. Contact parents immediately and prescribing health care practitioner as soon as possible.
8. Any individual treated for symptoms with epinephrine at a school will be transferred to a medical facility.

#### STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer epinephrine auto injector junior for any child less than 60 pounds or adult epinephrine auto injector for any individual over 60 pounds into the muscle towards the front and outer side of the thigh.
- Follow with nebulized albuterol while awaiting EMS.
- If symptoms persist, repeat epinephrine auto injector followed by nebulized albuterol every fifteen minutes while awaiting EMS arrival.
- Administer CPR, if indicated.

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Prescribing Health Care Practitioner

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Date

When signed by a licensed prescribing health care practitioner, these orders shall serve as a prescription as defined in Neb. Rev. Stat. § 71-2475 for emergency use for epinephrine auto injectors and nebulized albuterol to be used accordingly.

StudentsSchool Library Materials and Parent Access

The District will provide parents, guardians, and educational decisionmakers access to information regarding books available in the District's school library, and an opportunity to receive notification when their student checks out a library book.

For purposes of this Policy, the "school library" means the collection of books maintained by the District in a library or media center, as designated by the Superintendent or designee, located on school property and managed by District staff for student circulation. The term "school library" does not include: (1) classroom libraries or book collections maintained by individual teachers; (2) instructional textbooks or curriculum materials issued to students; (3) digital instructional materials, online databases, or subscription research services; and (4) materials accessed through a library not managed or supervised by the District. For purposes of this policy, a "book" means a bound or printed work cataloged within the District's school library circulation system.

The District will maintain a catalog of books available in each designated library. Such catalog will be made available for viewing by parents, guardians, and educational decisionmakers through a method designated by the Superintendent or designee.

The District will provide parents, guardians, and educational decisionmakers the opportunity to opt-in to receive notification when their student checks out a book from a designated library. If a parent, guardian, or educational decisionmaker elects to receive such notifications, the District shall provide such notice, which will include the: (1) title of the book; (2) author(s); and (3) date the book must be returned.

Requests to receive library checkout notifications must be submitted through a written request or through a process identified by the Superintendent or designee.

The Superintendent or designee may develop procedures to implement this Policy, and staff, parents, guardians, and educational decisionmakers must follow these procedures.

Legal Reference: Neb. Rev. Stat. §79-533.04

Date of Adoption: [Insert Date]

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**79-533.04. School library materials; access by parent, guardian, or educational decisionmaker; school board adopt policy.**

(1) For purposes of this section, educational decisionmaker has the same meaning as in section 79-530.

(2) Each school board of a public school district shall adopt a policy for implementation at the beginning of the 2026-27 school year, relating to the rights of a parent, guardian, or educational decisionmaker to access school library materials. Such policy shall:

(a) Require the creation of a catalog of all books in the school district's library, categorized by school building, which shall be accessible for viewing by a parent, guardian, or educational decisionmaker of a student attending such school district; and

(b) Provide the opportunity for a parent, guardian, or educational decisionmaker of a student to be notified when the student of such parent, guardian, or educational decisionmaker checks out a book from the school library by means of a website or application notification or by opting in to email notifications. Such notification shall include:

(i) The title of the book checked out by the student;

(ii) The name of the author of the book checked out by the student; and

(iii) The date the book checked out by the student is due to be returned to the school library.

(3) This section shall only apply to a school library that is located on school district property and shall not apply to any other public library regardless if such library contracts with a school district for use by students.

**Source:** Laws 2025, LB390, § 1.

**Effective Date:** September 3, 2025

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## LB 390 Analysis: What to Expect and Tips for Planning Ahead

Last year, Nebraska's Legislature passed LB 390, now codified as Neb. Rev. Stat. § 79-533.04.

Under the new law, before the 2026-2027 school year begins, every public school district must adopt a Board Policy that:

1. Requires a "catalog" of all books in the school district's library. The "catalog" must be categorized by school building and accessible for viewing by a student's educational decisionmaker; and
2. Allows educational decisionmakers to be notified when their student checks out a book from the school library, including the book's name, author, and due date.

Note that the law does not require the catalog or notifications to be electronic. Therefore, a school could create or maintain a paper catalog, as long as educational decisionmakers can view that document. Similarly, the notification requirement does not need to be through an app or software, so a school librarian could email or call a parent when their student checks out a book.

As with any new law, there may be more questions than answers. For instance, the law only applies to a "book" that a student "checks out." Under this plain language, the law does not apply to a student who reads a book in the library.

To this end, the statute does not define "book," though the context of the law suggests a traditional book (as opposed to a magazine or other form of media). Still, the statute only applies to "a school library that is located on school district property . . ." The plain reading of this provision suggests that digital resources and e-Books are probably not covered, though a parent may disagree if their student checks out controversial e-Books. If a school does not plan (or have a way) to notify parents of e-Books, the school should clarify that in Board Policy or the Student Handbook.

Further, the law only requires the school provide a parent with the "opportunity" to be notified of the student's checkouts. Therefore, the statute permits parents to opt-in (as opposed to opting out). The opt-in process will need to be outlined in Board Policy and/or the Student Handbook. With that being said, the opt-in process will require a system to track which parents need to be notified. This may raise administrative questions, including on days when the librarian is out of the building.

Still, the “notification” requirement is not entirely clear. A passive process (such as a website that parents can log onto to see their student’s checkout history) probably does not suffice, since the statute requires parents to be “notified.”

The statute also does not differentiate between the “main” school library and classroom libraries. The statute appears drafted to focus only on the “main” school library, though this new law would be a good opportunity to remind staff to be mindful of the books in their classroom libraries.

In terms of the practical implementation of this new law, schools may be wise to begin thinking about how they will comply with the new law by the beginning of next school year (especially those schools that do not have these systems or processes already in place). Some practical suggestions could include:

- i. Deciding whether the school will change or upgrade its library software to comply with these new requirements;
- ii. Determining whether the existing library catalog is accurate and how often the catalog will be updated (and who will update it);
- iii. How the school will handle opt-in requests (paper forms, emails, or a form online), track the parents who “opt in,” how they will be notified, and how those notifications will be handled if the librarian is out on any given day;
- iv. How these processes will be handled consistently across school buildings;
- v. How the school will notify students of this new process; and
- vi. How all of these new requirements will be implemented and followed next year (when there may be new staff to the District).

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# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
 Phone: (800) 823-1969  
 Fax: (646) 403-4700

Quote #: Q-728134-1  
 PQ #: PQ 251118-498403  
 Date: 2/27/2026  
 Expires On: 3/29/2026  
 Delivery Service Level: Standard

### Customer Contact Information

Veronica Schmidt  
 Homer Cmty School District 31R  
 402.698.2377  
 veronicaschmidt@homerknights.org

### Amplify Contact Information

Vanessa Scott  
 Lead Inside Account Executive  
 vascott@amplify.com

### KINDERGARTEN

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	2	\$0.00	\$5,600.00
<b>TOTAL</b>				\$6,330.00	\$9,920.00

### GRADE 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Fairy Tales/Early Americas - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Fairy Tales/Early Americas - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set Fairy Tales/Early Americas - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Fairy Tales/Early Americas	\$2,450.00	0	2	\$0.00	\$4,900.00
<b>TOTAL</b>				\$6,330.00	\$9,220.00

**GRADE 2**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	2	\$0.00	\$4,900.00
<b>TOTAL</b>				\$6,330.00	\$9,220.00

**GRADE 3**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Charlotte's Web/Light & Sound - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G3 Student License Charlotte's Web/Light & Sound - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/Light and Sound - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Charlotte's Web/Light & Sound	\$2,000.00	0	2	\$0.00	\$4,000.00
<b>TOTAL</b>				\$6,330.00	\$8,320.00

**GRADE 4**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Mixed-Up Files/Treasure Island - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G4 Student License Mixed-Up Files/Treasure Island - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Mixed-Up Files/Treasure Island	\$2,000.00	0	2	\$0.00	\$4,000.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Mixed-Up Files/Treasure Island - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
<b>TOTAL</b>				\$6,330.00	\$8,320.00

**GRADE 5**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License Tollbooth/Renaissance - 5yr (2026-2031)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G5 Student License Tollbooth/Renaissance - 5yr (2026-2031)	\$135.00	30	0	\$4,050.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit Tollbooth/Renaissance	\$2,000.00	0	2	\$0.00	\$4,000.00
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Renaissance - 5yr (2026-2031)	\$32.00	0	150	\$480.00	\$4,320.00
<b>TOTAL</b>				\$6,330.00	\$8,320.00

**Professional Development**

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Coaching Session (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
Amplify CKLA 3rd Ed K-2 OR 3-5 Strengthen Training (1/2 Day Remote)	2.00	\$750.00	\$0.00	\$1,500.00
Amplify CKLA 3rd Ed K-2 OR 3-5 Initial Training (Two 1/2 Days Remote)	2.00	\$1,500.00	\$0.00	\$3,000.00
<b>TOTAL</b>		\$5,450.00	\$0.00	\$7,700.00

**Shipping & Handling**

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$6,744.00	\$3,372.00	\$3,372.00

TOTAL DISCOUNT \$41,352.00  
 GRAND TOTAL \$64,392.00

**Scope and Duration**

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2031.

- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**Quote Special Terms**

CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

**How to Order Our Products**

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit [amplify.com/ordering-support](http://amplify.com/ordering-support) for ordering instructions.

**Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](http://amplify.com/ordering-support))**

Submit your signed purchase order using any method below:

- **Online:** [service.amplify.com/submit-a-po](http://service.amplify.com/submit-a-po)
- **Email:** [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com)
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

**Option 2: Pay in Advance**

- **Credit Card:** Visit [service.amplify.com/make-a-payment](http://service.amplify.com/make-a-payment)
- **ACH/Wire:** Visit [service.amplify.com/make-a-payment](http://service.amplify.com/make-a-payment) for Amplify banking details
- **Check:**

Amplify Education, Inc.  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

**Note:** To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to [accountsreceivable@amplify.com](mailto:accountsreceivable@amplify.com). If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

**Important:** Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

- 1. Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.
- 2. Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.
- 3. License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K-12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while each individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
- 4. Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to

do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf

of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://www.amplify.com/customer-requirements).

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15. Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding

upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information