

## **BOE Meeting Template**

Monday, February 10, 2025 7:00 PM

Freeman Media Center, 415 Eighth Street, Adams, NE 68301

Tiffany Buhr: Present  
Kyle Dorn: Present  
Eldon Ideus: Present  
Shawn Mencl: Present  
Myron Schoen: Present  
AJ Wiese: Present

### **1. Opening Procedures**

1.1. Call meeting to order

1.2. Roll Call

1.3. Acknowledge meeting notice and announcement

1.4. Freeman Falcon Spotlight

1.5. Communication from the Public

1.6. Approval of Consent Agenda

1.7. Items Removed From the Consent Agenda

1.7.1. N/A

1.7.2. N/A

### **2. Discussion Items**

2.1. Discussion relating to Freeman's option enrollment limits for the 2025-2026 school year.

2.2. Discussion relating to bond issue

### **3. Matters Requiring Board Action**

3.1. Accept the resignation of Sophia Lentfer at the end of the 2024-25 school year.

3.2. Consideration and possible action to approve a secondary science candidate and contract for the 2025-26 school year.

3.3. Consideration and possible action to approve a secondary English/Language Arts position for the 2025-26 school year.

3.4. Consideration and possible action to pay annual dues to the Nebraska Association of Schools Boards in the amount of \$4,426.

3.5. Discussion, consideration, and possible action relating to the 2025-2026 district calendar

3.6. Consideration and possible action to review and approve policies 3031, 3035, 3039, 3040, 3041,

3042, 3043, 3044

4. **Reports**

4.1. Administrative Reports

4.2. School Improvement

4.3. Facilities

4.4. Transportation

4.5. Negotiations

4.6. Board of Education

5. **Announcements**

5.1. Next regular meeting: March 10, 2025

6. **Adjournment**

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Board Secretary

BOE Meeting  
Monday, January 13, 2025 7:00 PM Central

Freeman Media Center  
415 Eighth Street  
Adams, NE 68301

Tiffany Buhr: Present  
Kyle Dorn: Present  
Eldon Ideus: Present  
Shawn Mencl: Present  
Myron Schoen: Present  
AJ Wiese: Present  
Present: 6.

## 1. Opening Procedures

1.1. Call meeting to order

1.2. Roll Call

1.3. Acknowledge meeting notice and announcement

1.4. Election of Board President

Eldon Ideus nominated Shawn Mencl for Board President. Motion to cease nominations.

Passed with a motion by Myron Schoen and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen:  
Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

Motion elect Shawn Mencl as Board President. Passed with a motion by Myron Schoen and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen:  
Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

1.5. Freeman Falcon Spotlight

Each month, we highlight the amazing things that are happening at Freeman Public Schools. The Freeman E-Sports Team completed their first season this Fall and it was a successful one. They finished the season 9-1 and were Division III (Class C) state runner-ups in Overwatch 2. Team members are: Keston Krupicka, Solomon Delhay, Ben Ruyle, Derek Krause, Max Latta, Andrew Robeson, Luke Vandergriend and Coach Aaron Delhay.

1.6. Communication from the Public

1.7. Election of Officers

1.7.1. Election of Vice-President

Myron Schoen nominated Kyle Dorn for Vice-President. Motion to cease nominations.

Passed with a motion by Eldon Ideus and a second by Myron Schoen.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen:  
Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

Motion to elect Kyle Dorn as Board Vice-President. Passed with a motion by Myron Schoen and a second by AJ Wiese.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

#### 1.7.2. Election of Treasurer

Myron Schoen nominated Eldon Ideus for Treasurer. Motion to cease nominations. Passed with a motion by Myron Schoen and a second by Tiffany Buhr.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

Motion to elect Eldon Ideus as Board Treasurer. Passed with a motion by Kyle Dorn and a second by AJ Wiese.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

#### 1.7.3. Election of Secretary

Myron Schoen nominated Tiffany Buhr for Secretary. Motion to cease nominations. Passed with a motion by Eldon Ideus and a second by Shawn Mencl.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

Motion to elect Tiffany Buhr as Board Secretary. Passed with a motion by Myron Schoen and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

#### 1.8. Appointment of Recording Secretary

Motion to appoint Holly Klein as recording secretary. Passed with a motion by Eldon Ideus and a second by Tiffany Buhr.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

#### 1.9. Standing Committees

American Civics: Buhr, Wiese, Schoen

Facilities: Buhr, Wiese, Mencl

Curriculum: Buhr, Dorn, Schoen

Negotiations: Ideus, Dorn, Mencl

Transportation: Ideus, Wiese, Schoen

#### 1.10. Temporary Committees

Foundation: Buhr, Mencl

Media Advisory: Ideus, Wiese

Wellness: Mencl, Schoen

School Improvement: Ideus, Dorn

#### 1.11. Approval of Consent Agenda

Motion to approve the consent agenda including minutes of the previous meeting and claims in the amount of \$727,984.26 Passed with a motion by Kyle Dorn and a second by Eldon Ideus.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen:

Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

### **December 2024 Commendations**

#### **Falcon Way Recognition**

7<sup>th</sup>: Makynna Denzin, Millie Garton, Jaqueline Hall, Bentley Hart, Braylin Miller, Caylee Schoen, Tenley Vetrovsky

8<sup>th</sup>: Kenna Jantzen, Eli Jensen, Cora Novacek, Macy Stanley, Blaine Thuernagle

9<sup>th</sup>: Allie Bruns, Brecken Buhr, Barret Ideus, Reagan Pfeiffer, Jesse Schroeder

10<sup>th</sup>: Kinley Bolyard, Trinity Buss, Bekah Delhay, Kean Dunn, Hayden Jansen, Drew Jensen, Savannah Mahler, Grace Mencl, Ethan Ruse

11<sup>th</sup>: Justin Boyd, Theran Denzin, Alicia Johansen, Carson Jurgens, True Jurgens, Addison Kastanek, Isabelle Millard, Brett Ottersberg, Keegan White

12<sup>th</sup>: Molly Flanagan, Reagan Miller, Trevor Reed, Hannah Stanley, Hudson Vetrovsky  
Staff: Tony Jensen, Jim McLaughlin, Travis Andreasen

#### **Boys Basketball**

Sportsmen's Holiday Tournament Champions

#### **Girls Basketball**

The 2005 State Runner-Up team was recognized for their 20-year anniversary.

#### **Football**

LJS & OWH All-State: Honorable Mention (Seth Dean, Keegan White, Easton Buss, Hudson Vetrovsky)

#### **Fall Sports Academic All-State**

Cross Country (Trinity Buss, Reagan Miller, Brady Troxel, Jobjosiah Muthiani)

Football (Easton Buss, True Jurgens)

Play Production (Molly Flanagan, Solomon Delhay)

Softball (Neveah Niles, Brooklyn Veerhusen)

Volleyball (Anna Johansen, Lily Wiese)

#### **FFA District Leadership and JH Quiz Bowl Event**

Leyna Ahlschwede-Ag Literacy Speaking-District Champion - State Qualifier

Grace Lovell-Ag Literacy Speaking-2nd Place Purple - State Qualifier

Reagan Sieh-Ag Literacy Speaking-3rd Place Purple - State Qualifier

Ag Demo Team: Joanna Papke, Reagan Miller, and Lily Wiese-2nd Place Purple-State Qualifier

Ag Demo Team: Joey Hoffman-Ideus and Braedon Otto - 3rd Place Purple-State Qualifier

Deighton-Discovery Speaking-4th Place Purple Ribbon - Alternate to State

Case Richardson-Extemp Speaking-4th Place Blue Ribbon - Alternate to State

Norah Ahlschwede-Creed Speaking-Blue Ribbon

Reagan Pfeiffer-Creed Speaking-Blue Ribbon

Savannah Mahler-Junior Public Speaking-Blue Ribbon

Hayden Schaaf-Junior Public Speaking-Blue Ribbon

Reagan Miller-Employment Skills-Blue Ribbon

Henry Garton-Extemp Speaking-Red Ribbon

Gracelyn Weyer-Discovery Speaking-Red Ribbon

## 2. Discussion Items

2.1. Discussion relating to potential construction projects

## 3. Matters Requiring Board Action

3.1. Consideration and possible action relating to review and approval of Board of Education Code of Ethics

Motion to approve the Board of Education Code of Ethics. Passed with a motion by Kyle Dorn and a second by Eldon Ideus.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

3.2. Adopt the 2025 Board of Education Meeting schedule

Motion to adopt the 2025 Board of Education Meeting schedule. Passed with a motion by Myron Schoen and a second by AJ Wiese.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

3.3. Consideration and possible action to approve the renewal of SparqData meeting subscription and negotiations software in the amount of \$4,400

Motion to approve the renewal of SparqData meeting subscription and negotiations software in the amount of \$4,400. Passed with a motion by Tiffany Buhr and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

3.4. Appoint Superintendent as the district's Title IX Non-discrimination Compliance Coordinator

Motion to appoint the Superintendent as the district's Title IX Non-discrimination Compliance Coordinator. Passed with a motion by Eldon Ideus and a second by Myron Schoen.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

3.5. Consideration and possible action to review and approve policies 3023, 3024, 3025, 3026, 3027, 30028, and 3029

Motion to approve policies 3023, 3024, 3025, 3026, 3027, 3028, 3029, and 3030. Passed with a motion by Eldon Ideus and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

3.6. Consideration and possible action relating to Superintendent goals

Motion to approve 2025 Superintendent Goals as presented. Passed with a motion by AJ Wiese and a second by Kyle Dorn.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

### **Freeman Public Schools 2025 Superintendent Goals**

#### **Goal Area: Mission, Vision, and Goals**

##### **Strategies:**

- Continued implementation and progress monitoring of Freeman’s long-range strategic planning goals
- Development and implementation of the district’s mission, vision, and school improvement goals

#### **Goal Area: Budget Planning and Management**

##### **Strategies:**

- Continued facility management and improvement
- Monitor the growth and performance of the maintenance/custodial team

#### **Goal Area: Educational Leadership**

##### **Strategy:**

- Ensure students are challenged by rigorous and comprehensive coursework that will prepare them for life after graduation.
- Ensure an instructional framework is implemented, including high-quality instructional strategies and aligned curriculum.

3.7. Consideration and possible action to approve a K-12 Director of Assessment and Activities candidate and contract for the 25-26 school year.

Motion to approve a K-12 Director of Assessment and Activities contract for Brett Sales for the 25-26 school year. Passed with a motion by Kyle Dorn and a second by Eldon Ideus.

Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea, AJ Wiese: Yea

Yea: 6, Nay: 0

## **4. Reports**

#### 4.1. Administrative Reports

Mr. Havelka reported on the 23-24 annual report, 25-26 calendar, civics testing, and NDE revision grant.

Mr. Wallinger reported on Mudecas BB Tournament and student assemblies.

Mrs. Sieh reported on student teacher in 1st grade, Elementary and Junior High Quiz Bowl on Jan 27, One School One Book in February, and MTSS staff.

#### 4.2. School Improvement

#### 4.3. Facilities

#### 4.4. Transportation

#### 4.5. Negotiations

#### 4.6. Board of Education

### 5. Announcements

#### 5.1. Next regular meeting: February 10, 2025

### 6. Adjournment

Motion to adjourn at 8:19 pm. Passed with a motion by Eldon Ideus and a second by Kyle Dorn.  
Tiffany Buhr: Yea, Kyle Dorn: Yea, Eldon Ideus: Yea, Shawn Mencl: Yea, Myron Schoen: Yea,  
AJ Wiese: Yea  
Yea: 6, Nay: 0

All Data

## Consolidated Check Listing

Arranged By:

Date	Check #	Vendor Name	Check Description	Check Number	Amount
02/14/2025	56783	Adams Post Office	stamps		\$28.00
02/14/2025	56784	Adams Repair	12-2 EGR valve		\$1,902.57
02/14/2025	56784	Adams Repair	18-1 service call		\$353.39
02/14/2025	56784	Adams Repair	2018 Yukon tire repair		\$26.50
02/14/2025	56784	Adams Repair	21-1 inspection		\$93.15
02/14/2025	56785	Adams Super Foods	food		\$11.95
02/14/2025	56786	Amazon Capital Services, Inc.	gas detector		\$17.99
02/14/2025	56786	Amazon Capital Services, Inc.	comm library books		\$144.09
02/14/2025	56786	Amazon Capital Services, Inc.	SPED supplies		\$23.44
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$21.89
02/14/2025	56786	Amazon Capital Services, Inc.	batteries for emergency lights		\$219.90
02/14/2025	56786	Amazon Capital Services, Inc.	paper		\$74.49
02/14/2025	56786	Amazon Capital Services, Inc.	batteries		\$33.98
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$32.99
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$44.35
02/14/2025	56786	Amazon Capital Services, Inc.	expanding pocket folders		\$13.63
02/14/2025	56786	Amazon Capital Services, Inc.	WIN supplies		\$359.45
02/14/2025	56786	Amazon Capital Services, Inc.	dome magnifier		\$17.99
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$29.99
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$53.95
02/14/2025	56786	Amazon Capital Services, Inc.	roof access sign		\$8.99
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$11.49
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$13.90
02/14/2025	56786	Amazon Capital Services, Inc.	clothes rack for One Act		\$119.59
02/14/2025	56786	Amazon Capital Services, Inc.	supplies		\$68.15
02/14/2025	56786	Amazon Capital Services, Inc.	shower heads		\$26.64
02/14/2025	56787	Andreasen, Travis R	gas		\$15.27
02/14/2025	56788	Beatrice Mechanical Service	exhaust fan motor repair		\$341.24
02/14/2025	56788	Beatrice Mechanical Service	RTU 20 replace heat exchanger		\$4,150.00
02/14/2025	56788	Beatrice Mechanical Service	remove and unblock flue pipe		\$175.00
02/14/2025	56788	Beatrice Mechanical Service	replace leaking natural gas regulator		\$465.23
02/14/2025	56789	Buhr Electric	service call		\$90.00
02/14/2025	56790	Capital Business Systems, Inc.	copiers		\$495.00
02/14/2025	56791	Cardmember Service	notary stamp		\$26.18
02/14/2025	56791	Cardmember Service	Kearney GBB viewing		\$15.00
02/14/2025	56791	Cardmember Service	pizza for staff mtg		\$79.12
02/14/2025	56791	Cardmember Service	mailing of Annual Report		\$179.74
02/14/2025	56791	Cardmember Service	part for basketball hoop north gym		\$229.80
02/14/2025	56791	Cardmember Service	basketball hoop part		\$229.80
02/14/2025	56791	Cardmember Service	gas		\$52.51
02/14/2025	56791	Cardmember Service	gas		\$49.15
02/14/2025	56791	Cardmember Service	gas		\$47.01
02/14/2025	56791	Cardmember Service	gas		\$56.03
02/14/2025	56791	Cardmember Service	pizza for staff mtg		\$59.87
02/14/2025	56791	Cardmember Service	gas		\$40.00
02/14/2025	56791	Cardmember Service	gas		\$53.00
02/14/2025	56791	Cardmember Service	supplies		\$90.27
02/14/2025	56791	Cardmember Service	supplies		\$111.18
02/14/2025	56791	Cardmember Service	supplies		\$51.40
02/14/2025	56791	Cardmember Service	TPT		\$80.63
02/14/2025	56791	Cardmember Service	L Delhay room @ Hastings		\$128.14
02/14/2025	56791	Cardmember Service	keys for buses		\$89.00
02/14/2025	56791	Cardmember Service	music		\$22.50
02/14/2025	56791	Cardmember Service	H Klein notary renewal		\$30.00
02/14/2025	56791	Cardmember Service	ESports fee		\$42.18
02/14/2025	56791	Cardmember Service	gasket		\$193.10

All Data

## Consolidated Check Listing

Arranged By:

Date	Check #	Vendor Name	Check Description	Check Number	Amount
02/14/2025	56791	Cardmember Service	emergency light batteries		\$34.04
02/14/2025	56791	Cardmember Service	FCS supplies		\$129.16
02/14/2025	56792	Cash-Wa Distributing	food		\$3,936.07
02/14/2025	56793	Cornhusker International Body Shop	supplies		\$144.14
02/14/2025	56794	Crofton Community Schools	2025 Class C All State Band		\$334.00
02/14/2025	56795	Culligan of Crete	salt		\$627.75
02/14/2025	56796	Dietze Music	supplies		\$77.40
02/14/2025	56797	Diversified Drug Testing, LLC	bus driver testing		\$245.00
02/14/2025	56797	Diversified Drug Testing, LLC	student drug testing		\$440.00
02/14/2025	56798	Earthgrains Co	food		\$1,044.90
02/14/2025	56799	Egan Supply Co.	supplies		\$1,680.22
02/14/2025	56799	Egan Supply Co.	supplies		\$390.96
02/14/2025	56800	ESU 5	services		\$14,922.07
02/14/2025	56801	Fanders, Gregory	bus key		\$8.04
02/14/2025	56802	Flesner, Korey	monthly cell phone reimbursement		\$55.00
02/14/2025	56803	Floth, Robert A	gas		\$50.00
02/14/2025	56804	Freeman Lunch Fund	B&A and PK reimbursement		\$410.92
02/14/2025	56805	Freeman Revolving (Activity) Fund	Heartland vocal clinic fees		\$240.00
02/14/2025	56806	Frontier Cooperative	gas/diesel		\$5,821.31
02/14/2025	56807	Gage County Sherriff's Office	December services		\$1,200.00
02/14/2025	56807	Gage County Sherriff's Office	January services		\$1,200.00
02/14/2025	56808	Harris School Solutions	EOY forms		\$269.24
02/14/2025	56809	Havelka, Andrew	monthly cell phone		\$100.00
02/14/2025	56810	Hestermann's Repair	def		\$730.25
02/14/2025	56811	Hiland Dairy	milk		\$2,568.77
02/14/2025	56812	Imagine Learning LLC	Winsor Learning - Sondag System		\$3,249.00
02/14/2025	56813	Intermedia.net Inc.	monthly billing		\$118.41
02/14/2025	56814	J W Pepper & Son Inc.	E music		\$88.98
02/14/2025	56814	J W Pepper & Son Inc.	vocal music		\$35.00
02/14/2025	56814	J W Pepper & Son Inc.	vocal music		\$21.74
02/14/2025	56814	J W Pepper & Son Inc.	vocal music		\$11.00
02/14/2025	56815	Johnson County Hospital dba Adams Primary Car	J Hollman bus physical		\$17.00
02/14/2025	56816	Just Bouquets	counselor bouquet		\$55.00
02/14/2025	56817	KSB School Law	legal		\$727.00
02/14/2025	56818	Lampton Welding Supply	supplies		\$145.09
02/14/2025	56819	Live Voice	monthly answering service fee		\$111.19
02/14/2025	56820	Menards - Lincoln	supplies		\$286.44
02/14/2025	56820	Menards - Lincoln	supplies		\$39.99
02/14/2025	56820	Menards - Lincoln	supplies		\$71.35
02/14/2025	56820	Menards - Lincoln	supplies		\$45.96
02/14/2025	56821	Micaela Vrtiska	Jan 2025 mileage		\$723.60
02/14/2025	56822	National Art & School Supplies Inc.	supplies		\$185.20
02/14/2025	56823	Nebr Rural Community School Assoc	A Havelka legislative forum registration		\$100.00
02/14/2025	56823	Nebr Rural Community School Assoc	2025 NRCSA Spring Conference		\$1,540.00
02/14/2025	56824	Nebraska.Gov	fee and drivers license checks		\$175.00
02/14/2025	56825	Nieveen, Matthew	gas		\$54.46
02/14/2025	56826	Norris Public Power	electricity		\$7,219.94
02/14/2025	56827	One Source The Background Check Company	background checks		\$77.00
02/14/2025	56828	Orkin Pest Control	monthly service		\$164.00
02/14/2025	56829	Pella, Rodger D	mop bucket		\$40.00
02/14/2025	56830	Perma-bound	books		\$28.84
02/14/2025	56831	Read to Them	195 OSOB books		\$1,462.75
02/14/2025	56832	Renken, Sandra S	Super Foods purchase		\$10.58
02/14/2025	56833	Riha Lawn Mechanix	snowblower repairs		\$165.00

All Data

## Consolidated Check Listing

Arranged By:

Date	Check #	Vendor Name	Check Description	Check Number	Amount
02/14/2025	56833	Riha Lawn Mechanix	golf cart repairs		\$228.00
02/14/2025	56834	Sapp Bros. Petroleum, Inc.	def		\$20.00
02/14/2025	56835	Schuerman Welding Inc	welding supplies		\$166.75
02/14/2025	56836	SparqData Solutions	Sparq meeting & negotiations renewal 4/1/25-3/31/26		\$4,400.00
02/14/2025	56837	Staples Advantage	supplies		\$144.62
02/14/2025	56838	State of NE	monthly service		\$292.87
02/14/2025	56839	Sysco Lincoln	food		\$7,517.65
02/14/2025	56840	The Globe Pequot Publishing Group	Proquest Statistical abstract		\$248.26
02/14/2025	56841	Time Management Systems	monthly fee		\$71.55
02/14/2025	56842	TK Elevator Corporation	north elevator repair		\$1,401.00
02/14/2025	56843	Unite Private Networks LLC	monthly bill		\$699.42
02/14/2025	56844	US Foods	food		\$711.15
02/14/2025	56845	Van Borkum Co.	food		\$365.73
02/14/2025	56846	Ventris Learning	UFLI Foundations teaching manual		\$90.00
02/14/2025	56847	Voice News	legals		\$172.67
02/14/2025	56848	WageWorks	monthly fee		\$100.00
02/14/2025	56849	White Electric Supply Co.	bulbs		\$403.38
02/14/2025	56850	Windstream	monthly service		\$110.12
02/14/2025	56851	WoodRiver Energy	monthly billing		\$9,160.86
			<b>Total General &amp; Lunch Fund</b>		<b>\$91,372.59</b>

02/14/2025	2198	Clark Enersen Partners (The)	Pre Bond/Early Design		\$1,287.50
			<b>Total Special Building Fund</b>		<b>\$1,287.50</b>
			Gross Pay		\$370,865.68
			Withholdings		\$153,725.23
			<b>Total Payroll</b>		<b>\$524,590.91</b>
			<b>Grand Total</b>		<b>\$617,251.00</b>

# Freeman Public Schools

## 2024-25 Monthly Expense Summary

Fund	Function	Feb-25	Actuals (YTD)	24-25 Budget	Available	% of Budget
01 - General Fund	01100 - Regular Instruction	\$313,715.63	\$1,916,883.85	\$3,865,959.00	\$1,949,075.15	50%
01 - General Fund	01125 - Regular Instructional School Age (Flex-Spending)	\$1,713.02	\$8,085.86	\$12,833.00	\$4,747.14	63%
01 - General Fund	01160 - Poverty Programs	\$3,809.47	\$17,926.00	\$0.00	(\$17,926.00)	0%
01 - General Fund	01190 - Early Childhood Educational Programs	\$9,834.74	\$58,176.26	\$159,233.00	\$101,056.74	37%
01 - General Fund	01200 - SPED - School Age	\$48,778.09	\$305,144.95	\$488,486.00	\$183,341.05	62%
01 - General Fund	02120 - Guidance Services	\$8,531.82	\$51,979.23	\$107,728.00	\$55,748.77	48%
01 - General Fund	02130 - Health Services	\$3,934.84	\$24,179.63	\$33,881.00	\$9,701.37	71%
01 - General Fund	02140 - Psychological Services	\$0.00	\$15,000.00	\$30,000.00	\$15,000.00	50%
01 - General Fund	02141 - Psychological Serv - SPED - School Age	\$5,622.88	\$28,114.40	\$76,900.00	\$48,785.60	37%
01 - General Fund	02142 - Psychological Serv - SPED - 3-5	\$603.37	\$3,016.85	\$0.00	(\$3,016.85)	0%
01 - General Fund	02151 - Speech - SPED - School Age	\$6,812.96	\$40,877.76	\$85,354.00	\$44,476.24	0%
01 - General Fund	02161 - Occupational Therapy - SPED - School Age	\$3,911.18	\$19,555.90	\$39,443.00	\$19,887.10	50%
01 - General Fund	02163 - Occupational Therapy 0-2	\$782.40	\$3,912.00	\$7,889.00	\$3,977.00	0%
01 - General Fund	02171 - Physical Therapy - SPED - School Age	\$961.49	\$4,807.45	\$9,716.00	\$4,908.55	49%
01 - General Fund	02181 - Visually Services - SPED - School Age	\$1,990.75	\$9,953.75	\$11,714.00	\$1,760.25	85%
01 - General Fund	02212 - Instruction and Curriculum Development	\$0.00	\$880.97	\$6,000.00	\$5,119.03	15%
01 - General Fund	02220 - Library or Media Services	\$9,209.49	\$65,749.32	\$143,771.00	\$78,021.68	46%
01 - General Fund	02224 - Educational Television Services	\$0.00	\$4,045.15	\$3,500.00	(\$545.15)	116%
01 - General Fund	02230 - Instruction-Related Technology	\$992.29	\$13,754.32	\$21,500.00	\$7,745.68	64%
01 - General Fund	02310 - Board of Education	\$5,720.00	\$7,331.62	\$11,630.00	\$4,298.38	63%
01 - General Fund	02320 - Executive Administration	\$17,357.99	\$102,204.65	\$209,417.00	\$107,212.35	49%
01 - General Fund	02330 - District Legal Services	\$727.00	\$8,323.58	\$10,000.00	\$1,676.42	83%
01 - General Fund	02410 - Office of the Principal	\$37,885.70	\$226,111.07	\$453,215.00	\$227,103.93	50%
01 - General Fund	02510 - Fiscal Services	\$9,248.49	\$75,595.99	\$138,823.00	\$63,227.01	54%
01 - General Fund	02610 - Operation of Buildings	\$49,655.24	\$348,249.91	\$608,452.00	\$260,202.09	57%
01 - General Fund	02650 - Non-Student Vehicle Oper and Maint	\$0.00	\$2,559.21	\$6,000.00	\$3,440.79	43%
01 - General Fund	02660 - Security	\$2,400.00	\$7,200.00	\$0.00	(\$7,200.00)	0%
01 - General Fund	02710 - Vehicle Oper & Purch - Regular Education	\$28,273.24	\$158,920.09	\$244,223.00	\$85,302.91	65%
01 - General Fund	02712 - Vehicle Oper & Purch - School Age SPED	\$723.60	\$3,979.80	\$6,500.00	\$2,520.20	61%
01 - General Fund	02730 - Vehicle Service & Maint - Regular Ed	\$3,456.04	\$33,066.29	\$78,626.00	\$45,559.71	42%
01 - General Fund	03300 - Community Services Operations	\$5,467.34	\$32,915.59	\$52,432.00	\$19,516.41	63%
01 - General Fund	03535 - High Ability Learners	\$742.79	\$4,456.47	\$8,950.00	\$4,493.53	50%
01 - General Fund	03551 - Career Education	\$311.84	\$7,647.69	\$7,500.00	(\$147.69)	0%
01 - General Fund	06200 - Title I, Part A	\$0.00	\$0.00	\$33,001.00	\$33,001.00	0%
01 - General Fund	06406 - Federal Services - IDEA Preschool Base	\$0.00	\$0.00	\$1,270.00	\$1,270.00	0%
01 - General Fund	06408 - IDEA Base 0-21	\$0.00	\$0.00	\$100,825.00	\$100,825.00	0%
01 - General Fund	06992 - Federal Services - REAP	\$0.00	\$0.00	\$60,133.00	\$60,133.00	0%
01 - General Fund	08000 - Transfers (Outgoing)	\$0.00	\$0.00	\$50,000.00	\$50,000.00	0%
		<b>\$583,173.69</b>	<b>\$3,610,605.61</b>	<b>\$7,184,904.00</b>	<b>\$3,574,298.39</b>	50%
01 - General Fund	09000 - Non-Program Expenditures	\$1,669.14	\$9,006.75	\$0.00	(\$9,006.75)	

## Freeman Public Schools General Fund January 2025 Financial Report

		Month	Last Year	Year to Date	YTD Last Year	
<b>Receipts</b>	<b>Beginning Balance</b>	<b>403,511.22</b>	<b>769,414.18</b>	<b>906,407.14</b>	<b>1,326,640.05</b>	
	1100 Local Taxes - Gage	552,354.84	723,863.59	1,579,578.30	2,096,078.91	
	Local Taxes - Johnson	43,895.01	51,023.41	73,377.75	84,721.20	
	Local Taxes - Lancaster	4,430.73	9,711.70	4,430.73	9,711.70	
	Local Taxes - Otoe	2,080.64	4,655.75	9,780.83	13,480.35	
	1125 Motor Vehicle Tax - Gage	32,932.17	28,153.83	109,078.43	100,960.39	
	Motor Vehicle Tax - Johnson	4.70		3,758.92	3,951.29	
	Motor Vehicle Tax - Lancaster	258.60	129.71	1,089.44	585.27	
	Motor Vehicle Tax - Otoe		207.98	317.82	397.44	
	1115 Carline Taxes			288.70	545.72	
	1120 Public Power 5% Tax (in lieu)					
	1370 Pre-School Tuition	950.00	600.00	5,375.00	4,100.00	
	1140/1510 Interest on Investments	1,237.34	800.92	4,014.18	4,469.55	
	1911 Local License Fees & Other			610.00	300.00	
	1800 B&A Program Fees	3,768.60		20,216.80	15,405.10	
	1920 Local Contribution/Donation				30.00	
	1990/1955 Student Fees/Driver Ed/Local Receipts		744.00	1,192.80	744.00	Science Camp / Drivers Ed
	2110 County Fines/License	1,648.92	1,142.90	8,162.44	7,440.73	
	2130 County Receipts/Other					
	2210 ESU Receipts			264.45		
	3110 State Aid	169,669.00	164,795.00	848,345.00	823,975.00	
	3120 SPED Program	59,338.00	58,179.00	114,196.00	116,189.00	
	3125 SPED Transportation					
	3130 Homestead Exemption	86.21		86.21		
	3131 Property Tax Relief					
	3535 High Ability Learners Payment			5,699.00	5,696.00	
	3165 Spec Education Below Age 5					
	3180 Pro Rate Motor Vehicles	2,135.54	2,748.61	3,492.24	4,357.04	
	3190 Other State Appropriations					
	3192 Option Transportation					
	3400 State Apportionment		60,192.20		60,192.20	
	3500/4509 State Ed& DL Grants					stipend reimbursements
	3540 PK Grant					
	3550/3552 Technology Grant/Safety Grant		7,500.00		7,500.00	
	3150/3990 /Other NE Receipts					
	4100 Title I (Carryover)					
	4505 Title I (Current)			23,787.00		
	4969 Title IV					
	4300/4992 Title VI (4320 REAP)					
	4401 Spec Education Pre School					
	4402 Pre-School Transportation					
	4512/16 IDEA Base					
	4519/20 IDEA Enroll/Poverty Grant					
	4709 SPED Medicaid/Outreach Reimb	221.86	100.09	951.14	1,180.69	
	4530/4996 Fed Funds			10,000.00	12,264.96	
4998				27,641.00		
4850 E-Rate Rebates						
5300 Insurance Adjustments/Claims		10.00		22,394.48		
5400 Sale of Equipment/Property						
5500 Transfers from other funds						
5600 Other Non-Revenue Receipts	413.30	294.91	724.48	453.89	vending/book fines/etc.	
9000 Non-Programmed Receipts/Transfer	2,938.62	5,388.52	8,562.41	9,310.26	* specific expense reimbursement	
<b>TOTAL RECEIPTS</b>	<b>878,364.08</b>	<b>1,120,242.12</b>	<b>2,837,380.07</b>	<b>3,434,076.17</b>		
Beginning Balance Adjustments					refunds/transfers/reimbursements	
<b>Actual Revenue</b>	<b>878,364.08</b>	<b>1,120,242.12</b>	<b>2,837,380.07</b>	<b>3,434,076.17</b>		
<b>Expenses</b>	Payroll all funds)	512,174.05	568,742.41	2,541,245.00	2,542,471.10	Payroll approved last month
	Bills/Invoices (except bld fund)	182,665.21	74,777.19	1,300,759.84	1,434,993.24	Claims approved last month
	<b>Total approved last month</b>	<b>694,839.26</b>	<b>643,519.60</b>	<b>3,842,004.84</b>	<b>3,977,464.34</b>	
	Adjustments	-4,821.16	-63.40	-6,496.17	-27.87	
	Minus Other Fund Expenses	117,190.48	20,587.31	800,769.14	483,507.66	Refunds to GF bank account
	<b>ACTUAL GF EXPENSES</b>	<b>572,827.62</b>	<b>622,868.89</b>	<b>3,034,739.53</b>	<b>3,493,928.81</b>	
	<b>GF FUND BALANCE</b>	<b>709,047.68</b>	<b>1,266,787.41</b>	<b>709,047.68</b>	<b>1,266,787.41</b>	Gen Fnd Cash Balance
	Net Gain/Loss	305,536.46	497,373.23	-197,359.46	-59,852.64	Receipts minus Expenses

FREEMAN PUBLIC SCHOOLS

**MISC FUNDS**

**January 2025**

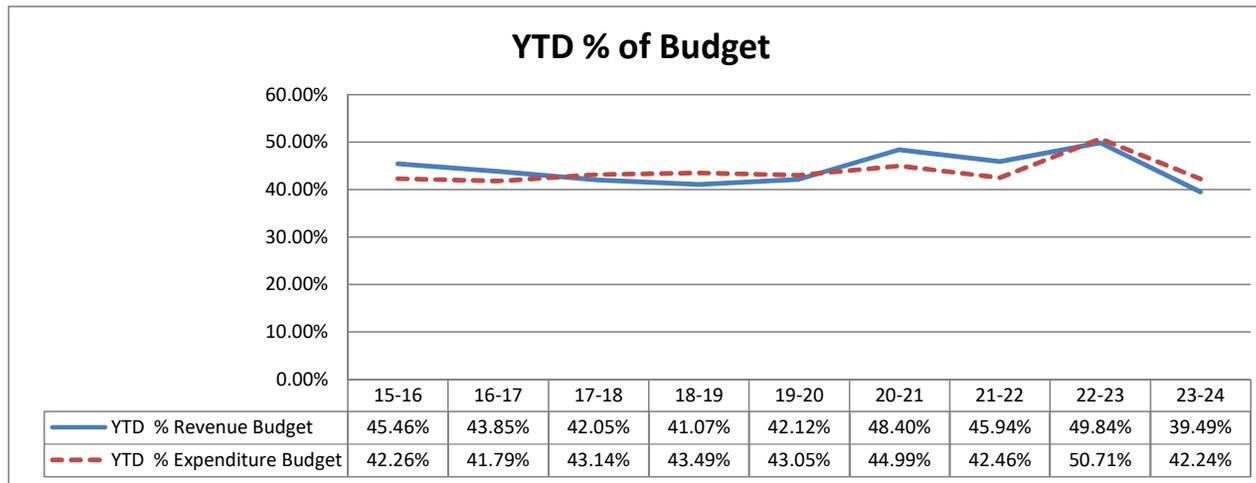
<b>BUILDING FUND</b>				<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>619,833.94</b>	<b>186,777.95</b>	<b>424,116.02</b>	<b>210,071.52</b>	
	Receipts/Interest	95,638.81	175,722.35	337,905.01	235,105.89	
	Expenditures SP Bldg	33,145.00	412.56	79,693.28	83,089.67	
	Expenditures BOND proceeds	0.00	0.00	0.00	0.00	
	Special Bldg (Levy) Balance	0.00		0.00		
	Sp Bldg (Bond) Balance	0.00		0.00		
	<b>Total Fund Balance</b>	<b>682,327.75</b>	<b>362,087.74</b>	<b>682,327.75</b>	<b>362,087.74</b>	
<b>BOND FUND</b>						
		<b>Month</b>	<b>Last Yr</b>	<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>487,565.99</b>	<b>268,233.96</b>	<b>643,441.59</b>	<b>410,404.92</b>	
	Receipts/Interest	111,171.77	114,904.44	267,051.17	289,114.73	
	Expenditures	0.00	0.00	311,755.00	316,381.25	
	CD Interest	0.00	0.00	0.00	0.00	
	CD Balance	0.00	0.00	0.00	0.00	
	<b>CASH BALANCE</b>	<b>598,737.76</b>	<b>383,138.40</b>	<b>598,737.76</b>	<b>383,138.40</b>	
<b>DEPRECIATION FUND</b>						
		<b>Month</b>	<b>Last Yr</b>	<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>182,938.55</b>	<b>138,187.54</b>	<b>432,764.38</b>	<b>169,068.03</b>	
	Receipts/Interest	57.53	74.96	731.70	363.09	
	Expenditures	94,393.95	0.00	344,893.95	31,168.62	
	<b>CASH BALANCE</b>	<b>88,602.13</b>	<b>138,262.50</b>	<b>88,602.13</b>	<b>138,262.50</b>	
	CD Balance	0.00		0.00		
<b>LUNCH FUND</b>						
		<b>Month</b>	<b>Last Yr</b>	<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>142,661.76</b>	<b>153,838.39</b>	<b>166,812.50</b>	<b>163,790.75</b>	
	Receipts/Interest	31,032.63	20,013.88	124,930.87	120,398.91	
	Expenditures	22,216.16	19,642.30	140,265.14	129,979.69	
	<b>CASH BALANCE</b>	<b>151,478.23</b>	<b>154,209.97</b>	<b>151,478.23</b>	<b>154,209.97</b>	
<b>ACTIVITY FUND</b>						
		<b>Month</b>	<b>Last Yr</b>	<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>96,353.54</b>	<b>110,931.66</b>	<b>111,907.44</b>	<b>119,677.89</b>	
	Receipts/Interest	37,955.75	32,726.35	213,578.22	225,258.98	
	Expenditures	55,000.89	31,821.54	245,077.22	233,100.40	
	Adjustment	0.00	0.00	1,100.04	0.00	
	<b>CASH BALANCE</b>	<b>79,308.40</b>	<b>111,836.47</b>	<b>79,308.40</b>	<b>111,836.47</b>	
<b>COOPERATIVE FUND</b>						
		<b>Month</b>	<b>Last Yr</b>	<b>YTD</b>	<b>YTD Last Year</b>	<b>Comments</b>
	<b>BEGINNING BALANCE</b>	<b>2,148.77</b>	<b>4,371.34</b>	<b>1,612.72</b>	<b>5,934.83</b>	
	Receipts/Interest	900.87	902.11	4,504.51	4,511.51	
	Expenditures	580.37	979.96	3,647.96	6,152.85	
	<b>CASH BALANCE</b>	<b>2,469.27</b>	<b>4,293.49</b>	<b>2,469.27</b>	<b>4,293.49</b>	

Freeman Schools  
Fiscal Year  
Revenue Vs. Expenditures

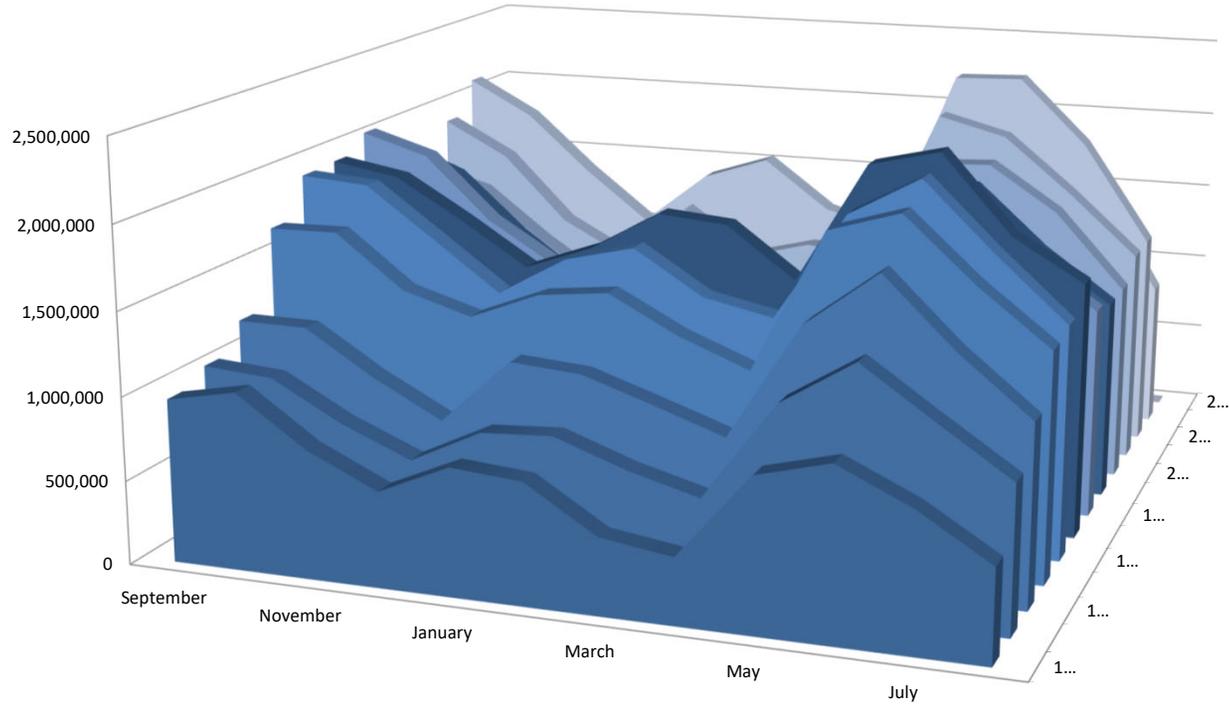
Revenue										Expenditures									
Year	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	Year	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25
September	1,093,373	1,011,738	1,001,157	1,128,107	1,007,529	1,291,637	1,438,191	1,387,301	1,062,328	September	526,989	471,465	492,166	515,355	564,413	590,821	638,313	1,201,165	689,921
October	394,823	390,881	363,728	409,442	399,848	292,910	306,071	400,896	366,037	October	425,273	462,990	487,864	571,873	513,672	510,671	527,146	572,345	613,125
November	139,551	222,437	128,242	150,337	150,057	161,276	170,118	234,542	70,870	November	441,244	466,741	517,302	518,551	465,952	579,673	536,363	553,978	594,943
December	118,647	171,974	215,543	185,622	212,406	285,022	185,755	291,095	459,781	December	422,059	436,805	469,536	480,545	484,781	506,308	508,134	543,572	563,923
January	731,177	658,821	730,322	634,771	748,411	907,446	925,610	1,120,242	878,364	January	487,333	502,285	535,033	569,844	544,686	543,446	586,674	622,869	572,827
February	529,707	690,447	476,591	516,175	560,038	184,902	667,930	704,108		February	426,751	444,051	504,186	474,816	470,214	476,026	524,428	554,973	
March	151,151	392,955	208,742	198,175	235,372	617,456	211,282	326,848		March	413,685	428,687	450,277	498,451	536,176	506,705	520,514	566,086	
April	401,698	155,474	343,982	537,364	452,818	472,544	469,574	393,273		April	489,513	463,126	483,480	467,425	464,599	511,058	593,420	552,070	
May	1,069,845	1,252,625	1,324,007	1,425,064	1,458,134	1,458,300	1,564,417	1,541,008		May	416,802	516,184	456,590	459,869	468,662	498,481	491,369	538,266	
June	656,991	524,187	500,396	437,059	481,110	483,687	520,826	579,108		June	417,147	421,421	446,403	454,084	459,562	592,870	505,982	570,148	
July	50,377	45,998	62,897	66,647	142,807	102,364	84,158	64,808		July	458,327	517,418	487,689	442,771	419,860	445,808	492,878	485,382	
August	98,566	170,790	193,923	193,919	67,342	144,190	75,332	185,259		August	475,208	418,258	485,867	493,934	528,773	520,362	692,794	887,867	
<b>Total</b>	<b>5,435,906</b>	<b>5,688,327</b>	<b>5,549,530</b>	<b>5,882,682</b>	<b>5,915,872</b>	<b>6,401,734</b>	<b>6,619,264</b>	<b>7,228,488</b>	<b>2,837,380</b>	<b>Total</b>	<b>5,400,331</b>	<b>5,549,431</b>	<b>5,816,393</b>	<b>5,947,518</b>	<b>5,921,350</b>	<b>6,282,229</b>	<b>6,618,015</b>	<b>7,648,721</b>	<b>3,034,739</b>
<b>YTD</b>	<b>2,477,571</b>	<b>2,455,851</b>	<b>2,438,992</b>	<b>2,508,279</b>	<b>2,518,251</b>	<b>2,938,291</b>	<b>3,025,745</b>	<b>3,434,076</b>	<b>2,837,380</b>	<b>YTD</b>	<b>2,302,898</b>	<b>2,340,286</b>	<b>2,501,901</b>	<b>2,656,168</b>	<b>2,573,504</b>	<b>2,730,919</b>	<b>2,796,630</b>	<b>3,493,929</b>	<b>3,034,739</b>
<b>Budget</b>	<b>5,450,000</b>	<b>5,600,000</b>	<b>5,800,000</b>	<b>6,107,626</b>	<b>5,978,440</b>	<b>6,070,226</b>	<b>6,586,365</b>	<b>6,889,834</b>	<b>7,184,904</b>	<b>Budget</b>	<b>5,450,000</b>	<b>5,600,000</b>	<b>5,800,000</b>	<b>6,107,626</b>	<b>5,978,440</b>	<b>6,070,226</b>	<b>6,586,365</b>	<b>6,889,834</b>	<b>7,184,904</b>
<b>YTD % Budget</b>	<b>45.46%</b>	<b>43.85%</b>	<b>42.05%</b>	<b>41.07%</b>	<b>42.12%</b>	<b>48.40%</b>	<b>45.94%</b>	<b>49.84%</b>	<b>39.49%</b>	<b>YTD % Budget</b>	<b>42.26%</b>	<b>41.79%</b>	<b>43.14%</b>	<b>43.49%</b>	<b>43.05%</b>	<b>44.99%</b>	<b>42.46%</b>	<b>50.71%</b>	<b>42.24%</b>

FY Beg Cash **906,407**  
Current Balance **709,048**

	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
YTD % Revenue Budget	45.46%	43.85%	42.05%	41.07%	42.12%	48.40%	45.94%	49.84%	39.49%
YTD % Expenditure Budget	42.26%	41.79%	43.14%	43.49%	43.05%	44.99%	42.46%	50.71%	42.24%



## Cash Balances (End of Month)



	September	October	November	December	January	February	March	April	May	June	July	August
■ 12-13	973,823	1,056,509	765,439	570,361	759,410	725,079	459,493	398,330	907,296	1,019,602	822,725	558,852
■ 13-14	1,057,291	1,025,489	797,706	623,853	832,437	858,424	708,076	594,003	1,181,446	1,451,280	1,160,090	877,152
■ 14-15	1,222,661	1,218,998	956,102	736,115	1,132,911	1,101,332	961,847	816,757	1,509,754	1,839,200	1,430,933	1,087,898
■ 15-16	1,694,017	1,701,426	1,381,963	1,256,950	1,426,836	1,475,121	1,256,403	1,091,317	1,947,287	2,078,435	1,696,874	1,371,002
■ 16-17	1,937,386	1,906,937	1,605,244	1,301,831	1,545,675	1,648,631	1,386,097	1,298,282	1,951,325	2,191,169	1,783,219	1,406,577
■ 17-18	1,946,850	1,874,741	1,630,437	1,365,606	1,522,142	1,768,538	1,732,806	1,425,154	2,161,595	2,264,361	1,792,941	1,545,473
■ 18-19	2,054,464	1,930,328	1,541,268	1,287,275	1,482,564	1,454,969	1,213,434	1,073,936	1,941,353	1,995,346	1,570,554	1,278,610
■ 19-20	1,891,365	1,728,934	1,360,720	1,065,797	1,130,724	1,172,083	871,807	941,746	1,906,941	1,889,916	1,513,792	1,213,777
■ 20-21	1,656,894	1,543,070	1,227,175	954,800	1,151,525	1,248,349	947,545	935,764	1,925,237	1,946,784	1,669,731	1,208,665
■ 21-22	1,909,481	1,691,720	1,273,323	1,052,037	1,416,037	1,124,913	1,235,664	1,197,150	2,156,969	2,047,786	1,704,342	1,328,170
■ 22-23	2,128,048	1,906,974	1,540,728	1,218,349	1,557,285	1,700,787	1,391,555	1,267,709	2,340,757	2,355,601	1,946,881	1,329,419
■ 23-24	1,512,776	1,341,327	1,021,891	769,414	1,266,787	1,415,922	1,176,684	1,017,887	2,020,629	2,029,589	1,607,396	906,407
■ 24-25	1,278,814	1,031,726	507,653	403,511	709,048							

## **February 2025 Commendations**

### **Falcon Way Recognition**

7<sup>th</sup>: Deighton Dorn, Jaqueline Hall, Isaiah Metzger, Emma Owen, Tenley Vetrovsky, Trevor Young

8<sup>th</sup>: Lila Ahlschwede, Natalie Dean, Brogan Ideus, Karlee Riha, Colt Rinne, Logan Sharp, Evelynn Stewart

9<sup>th</sup>: Avery Busboom, Josie Humann, Kourtnie Lugenbeel, Kellen Otto, Leyton Speth,

10<sup>th</sup>: Nicole Davison, Cade Denzin, Stryder Olmstead, Ryan Reeves, Hayden Schaaf, Kamdyn Warren

11<sup>th</sup>: Justin Boyd, Caitlynne Burrows, Tristen Halsey, Aubrie Hill, Joey Hoffman-Ideus, Leyton Lueders, Dillon Richardson, Andrew Robeson, Brooklyn Veerhusen, Keegan White

12<sup>th</sup>: Evan Ault, Alissa Eisenbarth, Aiden Glanz, Max Latta, Miles McCord, Jordyn Pella

Staff: Sarah Page

### **Boys Basketball**

MUDECAS Tournament Runner-Up

ECNC Tournament Champions

Freeman 2000 MUDECAS Class A Championship Team

Filley 1975 MUDECAS Class A Championship Team

### **Girls Basketball**

ECNC Tournament Runner-Up

### **Speech**

MUDECAS Invite Champions

Shelby-Rising City Invite Runner-Up

### **Music**

Hannah Stanley – Wesleyan Honor Choir

Hannah Stanley, Solomon Delhay – Hastings Honor Choir and Band

### **Quiz Bowl**

Palmyra-Bennet Tournament – Elementary Team Champions

ESU 5 – Elementary Team Champions

Freeman Invite – JH Team Runner-up, Elementary Team 3<sup>rd</sup> Place

**Sophia M. Lentfer**  
lentfersop2016@gmail.com  
(402)310-6320

**Current Address**  
27800 Sarah Circle  
Firth, NE 68358

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Freeman Public Schools

Andy Havelka, Superintendent, and Erin Sieh, Elementary Principal,

Thank you for the opportunity to teach this past school year at Freeman Public Schools. I am sending this letter as a notice of my resignation from Freeman Public Schools as I have accepted a new position at a different district. I will not be renewing my employment contract, and will be leaving at the end of the 2024-2025 school year. I greatly appreciate all the help and support this past year from the district. This decision was not an easy one, as I have enjoyed working here and I will never forget this experience. I hope all the best for you all in the future.

Thank you for your time, I am looking forward to a strong finish to the school year! If there are any further questions please feel free to contact me.

Sincerely,

Sophia Lentfer

# MEMBERSHIP DUES INVOICE

in account with

## Nebraska Association of School Boards

1311 Stockwell, Lincoln, NE 68502 (402) 423-4951 or 1-(800) 422-4572

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**Name:** Freeman Public Schools

**County:** Gage

**NASB Region:** 1

DATE	DESCRIPTION	AMOUNT DUE
January 29, 2025	<b>Annual Membership Dues</b> for NASB Fiscal Year 4/1/2025 to 3/31/2026	<b>\$4,516</b>
	Pay by 4/1/2025 to receive a 2% discount.	<b>\$90</b>
	<b>TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2025</b>	<b><u>\$4,426</u></b>

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**Thank you for your support and participation in NASB.**

# Freeman Public Schools

## 2025-2026 Calendar - BOARD DRAFT

### AUGUST

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 4-8: Staff Flex Days
- 11-13: Staff Inservice
- 12: K-12 Open House
- 14: Start Q1/S1/1:00 Early Out
- 18: Pre-K Begins

### SEPTEMBER

- 1: Labor Day-No school
- 29: No School - PD

### OCTOBER

- 16: Start of Q2
- 20,22: Parent-Teacher Conferences
- 24: No School - Comp Day
- 27: No School
- 28: No School - PD

### NOVEMBER

- 26-28: Thanksgiving Break

### DECEMBER

- 23: 1:00 Early Out
- 24-31: Winter Break

### JANUARY

- 1-6: Winter Break
- 6: No School - PD
- 7: Start Q3/S2
- 19: No School - PD
- 30: 1:00 Early Out - PD

### FEBRUARY

- 9: 1:00 Early Dismissal
- 9: P-T Conferences 1:00-8:00
- 13: No School - Comp Day
- 16: No School - PD

### MARCH

- 9: No School - PD
- 17: Start of Q4
- 23: No School - PD

### APRIL

- 3,6: No School
- 23: Kindergarten Roundup - No KG

### MAY

- 11: No School - PD
- 15: PK Graduation
- 16: Graduation
- 20: 1:00 Early Out-Student's last day
- 21: No School - 1/2 Day PD

- 21-22: Potential Weather Make-up days

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

### MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### MAY

S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Late start or early out
	No school
	Professional Development - no students
	Parent Teacher Conf.
	Pre-School In Session

1st Semester Student Days	86
2nd Semester Student Days	88
Student days	174
Teacher days	188

**3031**  
**Students Electing to Attend School in Adjoining State**

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make exceptions to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: June 2017

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

Reviewed on: September 2018, December 2020, November 2022

### 3035

#### Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	1. Classroom Teacher 2. Principal 3. Superintendent
<b>Instruction or Curriculum:</b>	1. Teacher 2. Principal 3. Superintendent
<b>Transportation:</b>	1. Bus Driver 2. Principal 3. Superintendent
<b>Facilities, Grounds, or Maintenance:</b>	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
<b>Policy or Handbook:</b>	1. Principal 2. Superintendent
<b>Athletics:</b>	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
<b>Personnel:</b>	1. Employee in question 2. Principal 3. Superintendent
<b>All Other Matters</b>	1. Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This

policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at <http://www.freemanpublicschools.org/>.

Adopted on: July 2017

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

Reviewed on: September 2018, December 2020, November 2022

## 3039

### Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### 1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## **2. Obligation to Report Threatening Statements or Behaviors.**

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

## **3. Threat Assessment Team**

The threat assessment team (team) shall consist of **superintendent of schools, building principals, guidance counselor and local law enforcement, the school nurse, and members of the mental health profession**. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

#### **4. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

#### **5. Communication with the Public about Reported Threats**

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

## **6. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Adopted on: July 2017

Revised on: June 2020

Reviewed on: June 2020, November 2022

## **3040 School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

### **I. General Safety and Security**

#### **a. NDE Rubric**

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

#### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

#### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

#### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be

displayed anywhere on the school premises without board approval.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

### **b. Compliance with Fire and Safety Codes**

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

### **c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

#### **d. Mutual Aid Agreements**

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

### **III. Building Principals' Duties Related to Safety and Security**

#### **a. Positive and Safe Learning Environment**

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

#### **b. Visitor Protocol.**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

### **c. Emergency Drills**

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: July 2017

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

Reviewed on: September 2018, December 2020, December 2022

## **3041**

### **Crisis Team Duties**

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

#### **1. Membership on and Chair of Team**

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

#### **2. Meetings of the Crisis Team**

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

#### **3. School Self-Assessment**

The crisis team shall conduct the self-assessment annually created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

#### **4. All-Hazard School Safety Plan**

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

#### **5. Standard Response Protocol (SRP)**

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

#### **6. Consultation With Building Principals**

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

## **7. Consultation with Threat Assessment Team**

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

## **8. Review of Training**

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

## **9. Communication with School Community and Stakeholders**

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

## **10. Communication with the Board of Education**

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's report at a regular board meeting.

Adopted on: July 2017

Revised on: May 2020

Reviewed on: May 2020, December 2022

**3042**  
**Construction Management at Risk Contracts**

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

**Definitions.** For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Freeman \_\_\_\_\_ Public Schools.

**Procedures.**

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
1. The identity of the school district for which the project will be built and the school district that will execute the contract;
  2. Policies adopted by the school district pursuant to the Act;
  3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  4. Any bonds and insurance required by law or as may be additionally required by the school district;
  5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
  6. The criteria for evaluation of proposals and the relative weight of each criterion; and
  7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the

construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

(1) The financial resources of the construction manager to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up**

**to thirty percent);**

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent);**
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent);** and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent).**

**~~NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the CM@R method for a specific project, or at a later time but before the RFP is published and sent out.~~**

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
  - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked

- construction manager and may enter into a construction management at risk contract after negotiations.
- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
  - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
  - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
    - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
    - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
  - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent

improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a

Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent’s investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protestor, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education’s decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

**Prohibitions.** The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: \_\_\_\_\_July 2017  
Revised on: June 2021 \_\_\_\_\_  
Reviewed on: May 2020, June 2021 \_\_\_\_\_

## **3043 Design-Build Contracts**

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

**Definitions.** For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Freeman Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

**Procedures.** The District shall follow the procedures below in connection with any DB Contract.

- 1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**
  - A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;

- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
  - (3) The date by which persons or organizations must submit their applications; and
  - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.

- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

**2. Procedures and standards to be used to prequalify Design-Builders.**

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
  - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
  - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
  - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

**3. Procedures for the preparation and content of RFPs.**

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
  - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
  - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
  - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  - (4) A project statement which contains information about the scope and nature of the project;
  - (5) Project Performance Criteria;
  - (6) Budget parameters for the project;

- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
  - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
  - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
  - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
  - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
  - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
  - (1) Published in a newspaper of general circulation within the District;
  - (2) Filed with the Department; and
  - (3) Sent by first-class mail to the prequalified Design-Builders only.

**4. Procedures for preparing and submitting Proposals.**

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

**5. Procedures for evaluating Proposals.**

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

**6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.**

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

**7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.**

- A. Definitions.
  - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
  - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was

received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

**8. Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

**9. Projects Excluded.** The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: July 2017

Revised on: May 2020, June 2021

Reviewed on: June 2021

## **3044 Incidental or De Minimis Use of Public Resources**

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: July 2017

Revised on:

Reviewed on: July 2020, December 2022