

**North Bend Central Public Schools
Regular Board of Education Meeting
NBC Board of Education Room
Wednesday, June 10, 2026
7:30 PM**

- I. **SECTION I OPENING**
 - I.A. Call Meeting to Order
 - I.B. Pledge of Allegiance
 - I.C. Roll Call
 - I.D. Excuse Absent Board Members
 - I.E. Acknowledge Posted Open Meeting Act
- II. **SECTION II REVIEW OF THE AGENDA**
 - II.A. Publication of Notice
 - II.A.a. Changes/Approval of Agenda
 - II.A.b. Notes Regarding Agenda
- III. **SECTION III CELEBRATION OF EXCELLENCE**
- IV. **SECTION IV RECOGNITION OF VISITORS/PUBLIC COMMENT**
- V. **SECTION V BUSINESS ITEMS**
 - V.A. Approval of Prior Minutes:
 - V.B. Review of Financial Statements
 - V.B.a. Activity Fund
 - V.C. Approval of Bills
 - V.C.a. Check Listing Report
- VI. **SECTION VI REPORTS**
 - VI.A. SUPERINTENDENT REPORT
 - VI.B. HIGH SCHOOL PRINCIPAL REPORT
 - VI.C. ELEMENTARY PRINCIPAL REPORT
 - VI.D. ACTIVITIES DIRECTOR REPORT
 - VI.E. BOARD COMMITTEE REPORTS
- VII. **SECTION VII BUSINESS ITEMS**
 - VII.A. Approve bid for elementary addition project
 - VII.B. Update from Elk Ridge on restroom/concession stand construction
 - VII.C. Approve disposal of student transportation minivan
 - VII.D. Discuss radio repeater cost of installation
 - VII.E. Approve meal prices for the 2026-2027 school year
 - VII.F. Approve policy updates from KSB Law for the 2026-2027 school year
 - VII.G. Review and approve parent participation policy, 5018
 - VII.G.a. Public comment specific to parent participation
 - VII.H. Discuss student fees policy and approve student fees handbook for the 2026-2027 school year
 - VII.H.a. Public Comment specific to student fees
 - VII.I. Approve the elementary and secondary handbooks for the 2026-2027 school year

- VII.J. Approve classified and certified staff handbooks for the 2026-2027 school year
- VII.K. Discuss board goals based on the recently completed board self-assessment
- VIII. **SECTION VIII PERSONNEL**
 - VIII.A. Approve the contract of Pete Gross-Rhode, district maintenance director, for the 2026-2027 school year
 - VIII.B. Approve the contract of Kiley Frana, elementary special education teacher, for the 2026-2027 school year
- IX. **SECTION IX REMINDERS AND DATES**
 - IX.A. Next Meeting: Regular Meeting -- Monday, July 13, 2026
- X. **Adjourn**

(The agenda contains a list of subjects known at the time of distribution on June 8, 2026. A copy of the agenda reflecting any changes will be available for public inspection during normal business hours in the High School office. Except for items of an emergency nature, the agenda will not be enlarged later than 24 hours before the scheduled commencement of the meeting.)

MINUTES OF BOARD OF EDUCATION

Work Session	North Bend Public Library	6:00 P.M.	May 18, 2026
Kind of Meeting	Meeting Place	Time	Date

	PRESENT	ABSENT
President.....	Doug Hoops	
Vice Pres.....	Bob Feurer	
Secretary.....	Andy Swanson	
Treasurer.....	Justin Taylor	
Member.....	Amy Williams	
Member.....	Nick Emanuel	
Superintendent.....	Patrick Ningen	
Recording Secretary.....		

1. **A. CALL TO ORDER:** President Hoops called the Board meeting to order at 6:26 p.m.
 - B. ROLL CALL:** Present: Doug Hoops, Amy Williams, Bob Feurer, Justin Taylor, Nick Emanuel and Andy Swanson.
 - C. EXCUSE ABSENT BOARD MEMBERS:** none
 - D. ACKNOWLEDGE POSTED OPEN MEETING ACT:** President Hoops announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location.
2. **REVIEW OF THE AGENDA:**
 - A. PUBLICATION NOTICE:** Notice of the meeting was given in advance by posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education and posted on May 15, 2026. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be herein after noted, were taken while the convened meeting was open to the attendance of the public.
 - B. Changes/Approval of agenda:** none
 - C. Notes regarding agenda:** none
3. **RECOGNITION OF VISITORS/PUBLIC COMMENT:** None
4. **BUSINESS ITEMS:**
 - A. REVIEW BOARD SELF-ASSESSMENT RESULTS:**

The board reviewed the data and comments from their self-assessment.
 - B. CREATE BOARD GOALS BASED ON SELF-ASSESSMENT DISCUSSION:** Possible goals were discussed. Patrick will create goal statements and share them with the board.
 - C. REVIEW STRATEGIC PLAN IMPLEMENTATION PROGRESS:** Current progress on the district's strategic plan (community needs assessment) was discussed, including review of progress on completing tasks on the Capital Improvement Plan.
 - D. REVIEW PORTRAIT OF A GRADUATE PROJECT:** The Portrait of a Graduate project was discussed and plans made for next steps.
5. **REMINDERS AND DATES:**
 - A. NEXT MEETINGS:** Regular Board Meeting, Wednesday, June 10th at 7:30p.m.

ADJOURNMENT: The meeting was adjourned by President Hoops at 9:04p.m. with a 6-0 vote.

Respectfully submitted,

Kyrsten Mottl, Recording Secretary

MINUTES OF BOARD OF EDUCATION

Regular	North Bend Central – Media Center	7:30 P.M.	May 11, 2026
Kind of Meeting	Meeting Place	Time	Date

	PRESENT	ABSENT
President.....	Doug Hoops	
Vice Pres.....	Bob Feurer	
Secretary.....	Andy Swanson	
Treasurer.....	Justin Taylor	
Member.....	Nick Emanuel	
Member.....	Amy Williams	
Superintendent.....	Patrick Ningen	
Recording Secretary.....	Kyrsten Mottl	

OPENING:

- A. CALL TO ORDER:** President Hoops called the Regular Board Meeting to order at 7:30p.m.
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL:** Present: Bob Feurer, Amy Williams, Nick Emanuel, Doug Hoops, Andy Swanson and Justin Taylor
- D. EXCUSE ABSENT BOARD MEMBERS:** none
- E. ACKNOWLEDGE POSTED OPEN MEETING ACT:** President Hoops announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location.

REVIEW OF THE AGENDA:

- A. PUBLICATION NOTICE:** Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education and published in the May 5, 2026 edition of the "North Bend Eagle". The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

- A.a.** Changes to the agenda:
- A.b.** Notes regarding agenda:

- 3. CELEBRATION OF EXCELLENCE:** Mr. Ningen would like to celebrate the excellence of our graduating class and our retirees this month.
The Class of 2026 occupies a unique place in history, defined by a resilience forged long before they reached high school. As elementary students, they witnessed the devastating Flood of 2019, seeing their North Bend community rally together to rebuild from the water and ice that reshaped their landscape. That early lesson in local grit served as a precursor to their secondary journey, where they navigated a global pandemic that redefined the classroom and demanded a mastery of digital adaptability. From sandbags and sirens to the isolation of remote screens, these seniors have spent their formative years turning disruption into a foundation of strength. They graduate not just as students, but as a cohort that has proven it can weather any storm, emerging with a perspective and a perseverance that is uniquely North Bend Central. Our retirees, Suzy and Robin, have a combined 33 years serving NBCPS. Their commitment to students is apparent each and every day, and they are rarely seen without a smile on their faces. North Bend Central has been fortunate to have both of these educators work with our students and staff over the years. Thanks Suzy and Robin!

- 4. RECOGNITION OF VISITORS/PUBLIC COMMENT:** None

5. BUSINESS ITEMS:

- A. APPROVAL OF PRIOR MINUTES:** The Board reviewed the minutes from the April board meeting. The Board approved meeting minutes from April 13, 2026 Board Meeting. Motion Carried. 6-0.
- B. REVIEW OF FINANCIAL STATEMENTS:** The Board reviewed the financial statements and the Activity Fund statements.
- C. APPROVAL OF BILLS:** Motion (Emanuel) Second (Feurer) to approve the bills for May. General Fund \$220,793.01, Building Fund - \$102,985.53, Depreciation Fund - \$12,895.00, Bond Fund - \$337,460. Motion Carried 6-0.

6. REPORTS:

- A. SUPERINTENDENT REPORT:** Mr. Ningen reported:

- The board work session meeting date and time have been set.....Monday, May 18th, at 6 pm at the city library. Our agenda will include review of your board self-assessment results, setting goals based on the results, and reviewing our progress on addressing needs from the community needs assessment (strategic planning).
- In continuing our quest to put in place a Portrait of a Graduate program, the input provided by members of our staff, along with some help from Gemini, has produced a working document.
- UPDATE - Elementary School Addition:
 - Important upcoming dates:
 - May 4th - release documents for bid
 - May 12th @ 3:30 pm - pre-bid meeting (elementary school)
 - June 2nd @ 2 pm - bid deadline (high school)
 - June 8th - board meeting to approve winning bid
 - August 4, 2027 - substantial completion date
 - Draft Bid Packet
- UPDATE - RR/Concession Stand:
 - The structure is currently being erected. Once finished, interior work will begin.
- Staff lunch plans for Friday-board will serve chicken sandwiches and sides.
- Staff climate survey for next year, Mr. Ningen is looking into setting it up for next year.
- Jason Saalfeld and I will be attending a board candidate workshop in Omaha in August, to help prepare him, should he be elected in November.
- Whitney has placed a post on our social media that includes an update on our RR/Concession Stand Project, and some information on the proposed elementary school addition. It is also on our school website.

B. HIGH SCHOOL PRINCIPAL REPORT: Mrs. Petersen reported:

Mrs. Wess has provided the following information about the senior class:

When reviewing the state FAFSA completion requirement for graduation, 31 out of our 38 seniors met the requirement, while 7 students signed the opt-out waiver. This results in an overall completion rate of 80%.

As of the most recent data, our school ranks 57th in FAFSA completion among Nebraska high schools. Notably, of the schools with a higher completion rate, only five have a larger senior cohort. This context is important, as an 80% completion rate represents a different level of impact compared to much smaller graduating classes, such as D-2 schools with around 10 seniors. It is also worth noting that two of the students who submitted opt-out waivers did so due to technical issues with the FAFSA and plan to complete it prior to enrolling in college this fall.

Post-Graduation Plans:

When surveyed about their future plans, students reported the following: 6 will attend a 2-year community college or technical school, 26 will attend a 4-year college or university, 5 will enter the workforce full-time and 1 remains undecided.

Postsecondary Enrollment Details: Among students pursuing postsecondary education, plans include: 2-Year / Technical Programs: 1 – Central Community College, 1– College of Hair Design, 2– Northeast Community College, 2– Southeast Community College. 4-Year Colleges & Universities: 1 – Undecided (planning to attend a 4-year institution), 1– Briar Cliff University, 1– College of Saint Mary, 2– Doane University, 1– Indian River State College (FL), 3 – Midland University, 1 – University of Nebraska–Kearney, 9 – University of Nebraska–Lincoln, 1– University of Nebraska–Omaha, 6– Wayne State College.

Adoption of Spanish and PE Curriculum for 7-Year Cycle: This year is the curriculum adoption year for both PE and Spanish. Curriculum adoption is on a seven-year rotation. The two curricular area requests totals roughly \$70,000 dollars.

End of May student activities: Youth camps hosted by NBC high school coaches, sponsors, and athletes, Drivers Education, Summer School, Weightlifting and High School camps start at the end of May.

C. ELEMENTARY PRINCIPAL REPORT: Mr. LaChapelle reported: Activities and Events May 1- Preschool to Columbus Children's Museum, 1st grade to the Lincoln Zoo, Kindergarten to Dairy Farm, 5th grade Upshift, May 5- Senior Graduation Walk, 5th grade band to Pender May 6-2nd grade to the Omaha Zoo, 5th grade to Lake Wanahoo, May 7- 4th grade Oregon Trail, 5th grade Stellar Teller, May 11- K-4th UpShift, K-2 Field Day at high school, May 12- 3-5 Field Day at high school, Foamaha with Field Day at high school May 13- 4th grade to the Omaha Zoo, Last Day of Preschool and Preschool Graduation, May 14, Last Day of School

Preschool Graduation: Mrs. Siroky and Mrs. Healy will hold Preschool Graduation on Wednesday, May 13th at 7:00pm. This will take place in the old gym at the high school this year. The students have grown so much and are ready to come full days as a kindergarten student next year!

Foamaha: Our PTA has reserved Foamaha for our students. It will take place at the high school on May 12. They have told us it will NOT ruin the grass.

Up Shift: Current 5th grade students went to the middle school for Up Shift on Friday, May 1st at 9:55 am to meet the middle school teachers. Current Kindergarten through 4th grade students will have Up Shift on Monday, May 11th at 8:15 am. Notes went home on May 8th to let families know who their child's teacher will be for next year. 4th & 5th

Grade Choir and Band Concert: Our 4th and 5th grade choir and band students performed for their peers and families on April 30th in the afternoon at the elementary. We had a great crowd attending.

D. ACTIVITIES DIRECTOR REPORT: Mr. Baehr reported:

Sports Banquet & Fine Arts Night: Would like to thank our Booster Club and also our Music Boosters as well as the Fine Arts Teachers and Coaches for their time and effort to put together our Fine Arts night. The night had many public performances and some great deserts to have while watching and viewing our students' work and performances. Thanks to everyone for making that night possible. It is really a great opportunity to show all the sides of our school.

I would like to thank Roy Wright and Rod Rolenc as well as our Track staff for their work on the track and surrounding areas as we hosted the West side of Junior High Conference Track. The day had beautiful weather but thanks to our staff we were able to use our track and its areas to their full capabilities. Thanks to everyone for helping.

We hosted Honors night also recently. Huge thank you to Mrs. Petersen and Whitney Armstrong for their time and efforts to give our kids a chance to be recognized for all they do in the classroom. They did a great job of working with our staff to get the kids their recognition and a chance to be honored. We have both District Golf and District Track coming up and I would like to wish those individuals who are either coaching or the athletes competing the best of luck. These seasons seem to sprint by and it's amazing we are at this time of year but best of luck to all participants. As we wrap up the 2025 – 2026 which has been filled with a lot of exciting times and experiences for our students here, which was just encapsulated with our Graduation Ceremony on Sunday. I would like to thank all the members of our staff, administration, and the board for all that each has given to make this year a success. Sometimes the saying "the days go slow, but the years go fast" is so true. It is amazing we are completing another school year, but it is all the people in our buildings and all those that support us that make it special.

E. BOARD COMMITTEE REPORTS: Safety committee meeting had staff, fire dept., SRO, dispatch and board member Justin Taylor in attendance. During the meeting they planned drills, communication systems and how to make them better. They all talked about the emergency operation plan, which they will work on over the summer. The next meeting will be in the fall. Justin shared that the radios for first responders may need to be updated to work better in the building. The board discussed they will look into the update needed and talk more at the next meeting.

7. BUSINESS ITEMS:

- A. APPROVE CHANGES TO THE BUS ROUTES, INCLUDING SHORTENING DODGE ROUTE:** Motion (Taylor) Second (Emanuel) to accept the bus route proposal with the exception of talking to Harms to make sure it's ok to use their property to turn around. Carried 6-0.
- B. APPROVE REPLACEMENT OF SCHOOL VEHICLES, INCLUDING THE CAR, THE MINIVAN, AND THE MAINTENANCE PICKUP:** Motion (Swanson) Second (Feurer) to approve purchase of the Escape, Explorer and F-250 to replace the car, the minivan and the Chevy pickup. Motion Carried 6-0.
- C. APPROVE THE PURCHASE OF PHYSICAL EDUCATION AND SPANISH CURRICULUMS FOR THE 2026-2027 SCHOOL YEAR:** Motion (Williams) Second (Swanson) to approve the purchase of physical education and spanish curriculums for the 2026-2027 school year. Motion Carried 6-0.
- D. APPROVE CHANGE TO THE 2025-2026 SCHOOL CALENDAR TO REFLECT MOVING THE END OF THE YEAR UP ONE DAY:** Motion (Emanuel) Second (Williams) to approve change to the 2025-2026 school calendar to reflect moving the end of the year up one day. Motion Carried 6-0.
- E. APPROVE CHANGES TO THE OPTION ENROLLMENT POLICY, NUMBER 5004:** Motion (Swanson) Second (Emanuel) to approve all changes recommended by KSB law to the option enrollment policy, number 5004. with G stating employees that are under a contract of employment. Motion Carried 4-2.
- F. DISCUSS POLICY 6040, PREKINDERGARTEN PROGRAM:** The board discussed Board policy 6040, Prekindergarten program. Mr. Ningen asked to table this to the next board meeting.
- G. DISCUSS STUDENT BOARD MEMBER POLICY AND SELECTION PROCESS:** There were 4 students interested in being a student board member. Mr. Ningen asked the board what they would like to have as qualifications for the student board member. Mr. Ningen will outline some expectations and bring them back to the board.

H. REVIEW OF BOARD POLICY, POLICY NUMBERS 6029-6043. The board reviewed board policies 6029-6043.

I. DISCUSS STAGE LIGHTING IN THE OLD GYM: This semester, Charity and Dan Wright have been working to replace the stage lighting in the old gym. They have submitted a grant request to the North Bend Area Community Foundation, asking for help. As you may or may not know, the lighting system is quite old. The current system is essentially running on "antique" technology. We are still utilizing Microplex, a low-voltage protocol that was actually phased out by the industry standard, DMX, way back in 1992. Because this system is so obsolete, we can't even integrate a modern lighting console into our current setup. To make matters worse, many of our lighting circuits are completely inoperable because our two existing dimmer packs just aren't big enough to handle the loads we need. I have attached two quotes they have rec'd and presented to the area community foundation as part of the grant request. I wanted to take this time to discuss this possibility and what the school would need to kick in to make this happen, if the grant is approved.

Motion (Feurer) Second (Taylor) to take any action necessary to support the proposal of updating stage lighting. Motion approved 6-0.

8. PERSONNEL:

A. APPROVE THE RESIGNATION OF MACI WEGNER, ELEMENTARY SPECIAL EDUCATION TEACHER, AT THE END OF THE 2025-2026 SCHOOL YEAR: Motion (Emanuel) Second (Feurer) to approve the resignation of Maci Wegner, Special Education Teacher, at the end of the 2025-2026 school year. Motion Carried 6-0.

B. APPROVE THE RESIGNATION OF ROY WRIGHT, DIRECTOR OF MAINTENANCE, AT THE END OF HIS CONTRACT FOR THE 2025-2026 SCHOOL YEAR: Motion (Feurer) Second (Taylor) to approve the resignation of Roy Wright, Director of Maintenance, at the end of his contract for the 2025-2026 school year. Motion Carried 6-0.

C. APPROVE HIRING TESSIE BEAVER, ELEMENTARY SPECIAL EDUCATION TEACHER, FOR THE 2026-2027 SCHOOL YEAR.

Motion (Taylor), Second (Emanuel) to approve hiring Tessie Beaver, Special Education Teacher for the 2026-2027 school year. Motion carried 6-0.

D. APPROVE HIRING JACKIE POULAS, ELEMENTARY SPECIAL EDUCATION TEACHER, FOR THE 2026-2027 SCHOOL YEAR.

Motion (Emanuel), Second (Feurer) to approve hiring Jackie Poulas, Elementary Special Education Teacher for the 2026-2027 school year. Tabled until next month

E. DISCUSS EXTENDED CONTRACT FOR ACTIVITY DIRECTOR POSITION.

Motion (Emanuel) Second (Swanson) to extend his contract from 5-10 days, 195 day contract. Motion Carried 6-0.

9. REMINDERS AND DATES:

A. BOARD WORK SESSION: MONDAY, MAY 18, 2026 AT 6:00PM AT NORTH BEND PUBLIC LIBRARY.

REGULAR BOARD MEETING: MONDAY, JUNE 8, 2026 AT 7:30PM. The next regular board meeting will be Monday, June 8, 2026 at 7:30 pm in Tiger Den.

10. ADJOURNMENT: Motion (Williams), Second (Feurer) to adjourn the meeting at 10:00 pm. Motion Carried 6-0..

Respectfully submitted,

Doug Hoops, President

Andy Swanson, Secretary

North Bend Ctrl Pub Schools

Check Listing Report

Check Date	Payee	Description	Amount
06/10/2026	Abdo Publishing Company, Inc	Library Books/Elem.	\$761.55
06/10/2026	AGParts Worldwide, Inc.	IT Supplies	\$416.70
06/10/2026	All Metals	Ind Tech Supplies	\$72.50
06/10/2026	Amazon Capital Services, Inc.	IT Supplies-all	\$1,605.48
06/10/2026	Amazon Capital Services, Inc.	K-5 Music Supply Order /Elem.	\$636.97
06/10/2026	Amazon Capital Services, Inc.	Library Books/all	\$2,112.64
06/10/2026	Amazon Capital Services, Inc.	Maintenance Supplies/HS-MS	\$1,029.28
06/10/2026	Amazon Capital Services, Inc.	Sped Supplies & Textbooks/Elem.	\$1,942.57
06/10/2026	Amazon Capital Services, Inc.	Supply Orders/Elementary	\$1,639.45
06/10/2026	Amazon Capital Services, Inc.	Supply Orders/MS-HS	\$1,849.86
06/10/2026	Associated Repairs	2015 Chevy Impala #60	\$58.00
06/10/2026	Associated Repairs	2009 Chevy Express Van #34/install heater hose and coil	\$447.54
06/10/2026	Associated Repairs	2015 Chevy Suburban #59/Charge AC System	\$237.80
06/10/2026	Associated Repairs	2022 Thomas Bus #22-DOT Inspection and Oil Change	\$614.16
06/10/2026	Associated Repairs	2021 Thomas Bus #21-Full Service	\$544.75
06/10/2026	Associated Repairs	2015 Chevy Impala/Changed Oil	\$85.13
06/10/2026	Black Hills Energy	Utility Services	\$230.75
06/10/2026	CDW Government,LLC	Technology Hardware-mobile stands	\$8,189.58
06/10/2026	City Of North Bend	Water & Sewer/Elem.	\$359.94
06/10/2026	City Of North Bend	Water & Sewer/HS-MS	\$647.62
06/10/2026	Constellation Newenergy - Gas Division LLC	Utility Services	\$1,303.23
06/10/2026	Culligan of Omaha	Reverse Osmosis and Maint. Supplies	\$164.36
06/10/2026	Dalton Chiropractic, LLC	Bus Driver Drug Testing	\$200.00
06/10/2026	Decker Equipment	Maintenance Supplies/Elem.	\$40.75
06/10/2026	Demco Inc	Language Arts Supplies/R. Lafleur	\$510.08
06/10/2026	Demco Inc	Library Supplies/Elem.	\$255.14
06/10/2026	Do It Best Hardware	Maint. Supplies & Ind. Tech Supplies	\$228.46
06/10/2026	Eakes Office Plus Inc.	Classroom Supplies/all	\$3,201.29
06/10/2026	Eakes Office Plus Inc.	Maintenance Supplies/HS-MS	\$151.32
06/10/2026	Eakes Office Plus Inc.	Toner/all	\$284.28
06/10/2026	Educational Service Unit #2	ESU2 Independent School 4th Quarter	\$14,286.37
06/10/2026	Educational Service Unit #2	Sped Billing 4th Quarter	\$43,565.00
06/10/2026	Emanuel Custom Welding, Inc.	Maintenance Supplies/MS-HS	\$316.90
06/10/2026	ESU#7	Interpreting/Elem.	\$165.00
06/10/2026	Frontier Cooperative	Gasoline	\$414.64
06/10/2026	Glass House	Repaired windows/Elem.	\$1,539.41
06/10/2026	Grainger	Maintenance Supplies/Elem.	\$93.44
06/10/2026	Great Plains Communications	Telephone/ ELEM	\$73.56
06/10/2026	Great Plains Communications	Telephone/ MS-HS	\$85.99
06/10/2026	HD Supply	Maintenance Supplies/Elem.	\$643.50
06/10/2026	HireRight, LLC	Bus Driver Testing	\$306.60
06/10/2026	Hometown Leasing	Copier Lease/all	\$1,311.61
06/10/2026	Hunke Oil Co.	Fuel	\$3,664.54
06/10/2026	Jackson Services, Inc.	Maintenance Supplies/Elem.	\$61.30
06/10/2026	Jackson Services, Inc.	Maintenance Supplies/Elem.	\$61.80
06/10/2026	Keys to Literacy	Textbooks-SPED/Elem.	\$230.00
06/10/2026	KSB School Law, PC LLO	Legal Services	\$2,305.00
06/10/2026	Parent	Mileage paid to parent	\$89.18
06/10/2026	learn2move	PT Services - School Age	\$197.53
06/10/2026	Lexia Learning Systems, LLC	Online textbook/elem.	\$170.00
06/10/2026	Limbach Electric	Press Box Temporary Power	\$150.00
06/10/2026	Marchmaster	Band Supplies	\$255.64
06/10/2026	McKinnis Inc.	Roof Repair/Elem.	\$688.60
06/10/2026	Methodist Physicians Clinic Fremont	DOT Physical	\$85.00
06/10/2026	Nasco Education, LLC/School Specialty, LLC	Instructional Supplies/FCS	\$7.50
06/10/2026	Nebraska Council of School Administrators	Dues & Fees/B. LaChapelle Admin Days registration	\$270.00
06/10/2026	Nebraska Council of School Administrators	Dues & Fees/B. Petersen NCSA membership	\$685.00
06/10/2026	Nebraska Safety Center	Pupil Transportation Training-J. Baehr	\$225.00

06/10/2026	Nelson, Jordan W	Reimbursement-FCS	\$35.01
06/10/2026	Nippon Sanso Matheson Inc.	Rentals	\$44.95
06/10/2026	North Bend Eagle	Advertising	\$381.50
06/10/2026	Omaha Public Power District	Utility Energy Services	\$11,187.37
06/10/2026	Open Up Resources	ELA Textbooks/Elem.	\$13,280.00
06/10/2026	PGA REACH Nebraska	P.E. Curriculum	\$5,000.00
06/10/2026	Platte Valley Bank	LED Light upgrade Loan Repayment	\$6,133.20
06/10/2026	Platte Valley Equipment Co.	Tractor Rental	\$400.00
06/10/2026	Presto X	Contracted Services/MS-HS	\$75.05
06/10/2026	Presto X	Contracted Services/Elem.	\$89.39
06/10/2026	Prime Secured, Inc.	Security Services fixing door locks-Elem.	\$1,450.00
06/10/2026	Prime Secured, Inc.	Security Services-HS/MS	\$150.00
06/10/2026	Renaissance Learning, Inc.	Accelerated Reader Subscription/Elem.	\$2,770.80
06/10/2026	RION	Annual Lift Inspection	\$600.00
06/10/2026	Riverside Insights	Psychology Supplies/Elem.	\$746.20
06/10/2026	Scholastic Inc	Supplies/Elem.	\$1,817.60
06/10/2026	Scott, Summer D	Mileage	\$58.00
06/10/2026	ServiceMaster by Shevlin	Cleaning Services	\$2,016.00
06/10/2026	Shevlin Supply	Cleaning Supplies/MS-HS	\$1,877.76
06/10/2026	SyllaSense Inc.	Classroom Supplies/Elem.	\$114.98
06/10/2026	Teacher Direct	Elementary Supplies	\$75.76
06/10/2026	Turnitin, LLC	Software/MS-HS	\$2,567.63
06/10/2026	U.S. Bank	Classroom Supplies/all	\$3,106.13
06/10/2026	U.S. Bank	IT Tuition	\$124.50
06/10/2026	U.S. Postal Service	PO Box Service Fees	\$560.00
06/10/2026	University of Nebraska at Kearney	Fall 26 Career Fair	\$200.00
06/10/2026	UNL Career Services	Fall 26 Career Fair	\$250.00
06/10/2026	Waste Connections of NE, Inc.	Garbage Service/MS-HS	\$1,279.63
06/10/2026	Waste Connections of NE, Inc.	Garbage Service/Elem.	\$481.25
06/10/2026	Wiese Plumbing & Excavating	Cleaned out sewer pipe/Elem.	\$423.25
06/10/2026	Wiese Plumbing & Excavating	Floor drain repair-MS/HS	\$219.75
Sub Total			\$159,285.00

North Bend Ctrl Pub Schools

Check Listing Report- Depreciation Fund

Check Date	Payee	Description	Amount
06/10/2026	Platte Valley Equipment Co.	2026 John Deere Gator TX4X2	\$10,462.17
Sub Total			\$10,462.17

North Bend Ctrl Pub Schools

Check Listing Report-Building Fund

Check Date	Payee	Description	Amount
06/10/2026	Clark & Enersen	Elementary Project-3	\$104,235.92
06/10/2026	Elk Ridge Construction Services, LLC	Concessions Project	\$48,697.97
06/10/2026	Mid-State Engineering & Testing, Inc.	Elementary Edition	\$3,255.00
5/27/26	Webstaurant Store, LLC.	Concessions Project-Equipment	\$32,629.54
Sub Total			\$188,818.43

June Board meeting

Handbook Revisions

The following are the handbook revisions I am requesting based on the KSB Law policy update. I have added the new verbiage and how it has changed from the 25-26 handbook.

From Welcome letter at beginning of handbook - change from stating we had forms at the back of the handbook to be signed.

All forms are signed electronically through the on-line registration process. Forms must be read, signed, and submitted no later than August 21st.

Attendance

Added verbiage

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

Pregnant and Parenting Students - Section Added

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming in collaboration with the Title IX Coordinator.

Cell phone policy - I recommend removing the sentence, "During school hours student cell phones or electronic devices must remain in lockers or be locked in a personal vehicle."

While the intent of the language is to limit student access to devices during the school day, it has created situations where staff ask to verify the location of a student's device. In practice, this can lead to requests for searches of students, lockers, backpacks, or personal belongings when there is suspicion that a device is being carried rather than stored as required.

Removing this language would maintain the district's authority to regulate student use of electronic devices while avoiding expectations that staff must determine the exact location of a student's device. The policy would continue to prohibit unauthorized use of cell phones and electronic devices during the school day, allowing disciplinary consequences to be based on observed possession or use rather than the need to conduct searches to verify compliance.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only if the curriculum calls for their use, such as in media development or career coursework.

Complaint Procedure

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

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

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

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

Food Service Program - Updated Pricing

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students.

Breakfast

The school will serve breakfast daily from 7:45 a.m. until 8:05 a.m. Students who qualify for free or reduced-price lunch also qualify for free or reduced-price breakfast. The school district charges students \$2.25 and adults \$2.80 for breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives. Lunch for K-5 is \$3.25. Lunch for 6-12 lunch is \$3.50 for students and \$4.85 for adults.

Protection of Student Rights

ACT Exam - ADDED

Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

Standardized Testing - ADDED

NWEA MAP testing is administered annually in grades 3-11 to determine the students' achievement probability for individual success. Tests are administered in throughout the school year, and the results are sent home.

Student Use of AI Tools - ADDED

As used in this section, artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude and similar programs.

AI Tools may be useful to student learning. However, students and staff must ensure that student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.
2. If a student uses any AI Tools in connection with a school assignment, the student must:
 - a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
 - b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:
 - a. Cheat on any assignment, test, or quiz;
 - b. Help answer questions on a test or quiz without staff member permission;
 - c. Make or share deepfakes or fake images, audio, or video of any real person;
 - d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
 - e. Bully, harass, threaten, intimidate or impersonate any person;
 - f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
 - g. Use AI Tools to bypass accommodations, content filters, or school security.
4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.
5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Forms of School Discipline - Clarification verbiage added

For purposes of this section, "Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person

designated or ordered by a court to make educational decisions on behalf of a child.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion - Highlighted areas ADDED

1. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
2. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
3. Resources the school is able to provide or recommend to assist the student;
4. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
5. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
6. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
7. A statement that the principal, legal counsel for the school, the student, the student's parentParent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

8. A form on which the student, the student's parent Parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

OnLine Registration

Along with the handbook, we have two on-line registration items that we proposed to be updated.

One is the IV Policy, this is required by law and will be the same policy as the board will approve in Mr. Ningen's policy review update. We have information about IV in the student handbook, but the policy in its totality is part of the OnLine Registration process that all parents/students verify they have read/received at the beginning of the year.

The second is adding the following language to our computer insurance policy. We currently do have that students can be assessed a fee for bag damage, but the language below provides more information to the insurer of how fees will be assessed.

Computer bags are provided for the protection and transportation of school-issued computers and computer chargers only.

Please do not place additional items in the computer bag, including but not limited to:

- *Folders*
- *Papers*
- *Books*
- *Notebooks*
- *Other personal items*

Adding extra items can cause the bag to stretch, damage the zippers, or break the bag entirely. Damage caused by misuse of the computer bag may result in replacement or repair costs.

Normal wear and tear or defective/faulty bags will not result in replacement charges. However, damage caused by improper use or overloading of the bag may result in a replacement fee.

To help keep equipment in good condition, only the computer and charger should be stored in the bag at all times.

IXL Quotes

I have included two IXL quotes to review. We use IXL at both buildings and mostly in ELA and Math. The quotes are what we have used in years past and do not foresee adding onto the product at this time. We have a one year and three year option. As we are adopting new ELA materials soon, I would suggest continuing with the 1 year option. During my Zoom with the vendor, I was connected with the state IXL representative who lives in Bennington. I have his contact information and plan to work with him to do in-person training this year during in-service.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1634325-1
DATE: MAY 26, 2026

TO:

Brenda Petersen
North Bend Central School District 595
PO BOX 160
NORTH BEND, NE 68649

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Carey Harris	A15-1357569	July 30, 2026 - July 30, 2027	July 30, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 6-7 Subjects: IXL Complete (Math, ELA, Science, and Social studies)	100	\$24.50	\$2,450.00
Grades K-5 Subjects: Math and ELA	275	\$19.50	\$5,362.50
Grades 8-12 Subject: Math	225	\$14.00	\$3,150.00
Total Price			\$10,962.50

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate II	1	\$695.00	\$695.00
Total Price			\$695.00

TOTALS	
Total Subscriptions List Price	\$10,962.50
Total Services List Price	\$695.00

Grand Total	\$11,657.50
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Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1634325-1. Paying over \$5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #1634325-1

May 26, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Brenda Petersen
North Bend Central School District 595
PO BOX 160
NORTH BEND, NE 68649

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Carey Harris	A15-1357569	1634325-1	July 30, 2026 - July 30, 2027

PAYMENT PLAN

Amount	Invoice date
\$11,657.50	August 13, 2026
TOTAL	\$11,657.50

Price valid until July 30, 2026

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1634359-1
DATE: MAY 26, 2026

TO:

Brenda Petersen
North Bend Central School District 595
PO BOX 160
NORTH BEND, NE 68649

COMMENTS OR SPECIAL INSTRUCTIONS

Optional Payment Plan
Year 1 (50%) + Professional Learning Session in year 1
Year 2 (25%)
Year 3 (25%)
A signed IXL sales contract agreement is required if using the payment plan.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Carey Harris	A15-1357569	July 30, 2026 - July 30, 2029	July 30, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 6-7 Subjects: IXL Complete (Math, ELA, Science, and Social studies)	100	\$73.50	\$7,350.00
Grades K-5 Subjects: Math and ELA	275	\$58.50	\$16,087.50
Grades 8-12 Subject: Math	225	\$42.00	\$9,450.00
Total Price			\$32,887.50

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate II	1	\$695.00	\$695.00
Total Price			\$695.00

TOTALS

Total Subscriptions List Price	\$32,887.50
Total Services List Price	\$695.00
Grand Total	\$33,582.50

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1634359-1. Paying over \$5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #1634359-1

May 26, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
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CUSTOMER

Brenda Petersen
North Bend Central School District 595
PO BOX 160
NORTH BEND, NE 68649

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Carey Harris	A15-1357569	1634359-1	July 30, 2026 - July 30, 2029

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	\$16,443.75 (50%) + \$695 = \$17,138.75	August 13, 2026
Installment 2	\$8,221.88 (25%)	August 13, 2027
Installment 3	\$8,221.87 (25%)	August 13, 2028
TOTAL	\$33,582.50	

Price valid until July 30, 2026

COMMENTS OR SPECIAL INSTRUCTIONS

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Year 1 (50%) + Professional Learning Session in year 1
Year 2 (25%)
Year 3 (25%)
A signed IXL sales contract agreement is required if using the payment plan.

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Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



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4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

Elementary School Board Report- June

Elementary Handbook for 26-27: The 25-26 elementary handbook has been updated, minus the changes for policy updates and meal prices. Only suggested changes are on pages 39-41 and page 54.

Professional Development: PBIS members will meet in July to get things set up for next year. Classroom teachers are also taking part in the Science of Reading trainings that are being held by ESU 2. They are just beginning this month for LETRS and the OG training will take place next month. Teachers who are taking these trainings are also being allowed to submit it as credit hours through Wayne State College.

DIBELS Change- We were able to work with ESU 2 to see if they were going to provide any training for our staff who will be helping with our progress monitoring this upcoming year. This allowed us to remove the cost of Professional Development by Amplify to our staff which saved us almost \$3,000. The new quote is attached.



2026 - 2027

*North Bend Central
Elementary*

Student Handbook

North Bend Central Elementary
420 E. 11th Street
North Bend, NE 68649

Phone: (402) 652-8122
Fax: (402) 652-3474

WELCOME

Dear Students and Parents:

On behalf of the faculty, administration, and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year.

Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education.

There are several forms at the end of this handbook that you must read, sign, and return no later than August 22, 2026.

This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher, speak with the building principal, or contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Ningen", with a stylized, flowing script.

Patrick Ningen
Superintendent

Intent of Handbook

This handbook is intended to be used by students, parents, and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word "parents" refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

Although the information in this handbook is detailed and specific on many topics, it is not intended to be all-encompassing or to cover every situation and circumstance that may arise during a school day or school year. This handbook does not create a "contract" with parents, students, or staff, and the administration may make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based on applicable school district policies, and state and federal statutes and regulations.

Notice of Nondiscrimination

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Mission Statement

The Mission of "Building Success Together" is central to the success of North Bend Central Public Schools. The Togetherness begins with four goals developed by the Board of Education: Technology Advancement, Facilities Improvements, Professional Development and, Career Education. Assessment data displays tremendous student achievement, with academic expectations a critical piece of the district's mission.

SECTION ONE

BASIC SCHOOL RULES AND GENERAL PRACTICES

Access to Students

All visitors are required to check into the school office before visiting classrooms or other areas. If the building administrator determines that the presence of any person is disruptive of, or detrimental to, any or all phases of the school program, then the administrator may prohibit that individual's presence on school property.

Attendance

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue

the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request that demonstrates that the student meets the district's legal criteria allowing for disenrollment to the superintendent using the applicable district form. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student or of a child whom the student is parenting (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student or for a child whom the student is parenting.
4. Death or serious illness of the student's family member

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters

Excessive Absenteeism

When a student receives 10 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the district's policy to address barriers to the student's attendance.

When a student is absent more than 20 days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 20 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Absences due to illness

The school district will contact parents if a student becomes ill at school. A student who is absent due to illness has two days for every day of absence to complete missed assignments.

Planned absences

Parents who know in advance that a student will be absent must call the school or send a written note at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence. Parents should make every attempt to schedule medical and other appointments after school hours when possible.

Students are obligated to:

- 1) Complete all class work in advance for any absence that can be anticipated.
- 2) Check out of school at the office if leaving school during the school day.
- 3) Make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

Parents are obligated to:

- 1) Call the appropriate building office to inform the school of the reason for each absence.

- 2) Submit a doctor's statement, if requested, for each period of absence due to illness that exceeds five days.

Making Up Absences

When a student receives 6 unexcused absences or the hourly equivalent in any quarter, the student shall be required to make up those absences. The principal and parents will agree upon the date and time for making up the absences. Students will complete academic work provided by the teacher while making up the time.

Band

Students may participate in the elementary band and begin taking band lessons in the 5th grade. Students in grades 6-8 may participate in the middle school band; grades 9-12 may participate in the high school band. Instruments will be provided by students or the school as provided by school policy. Fees may be charged as allowed or provided in the Public Elementary and Secondary Student Fee Authorization Act and the school's student fee policy or other applicable policy.

Bills

Students should pay bills for supplies, fines, shop materials, clothing orders, etc. in the school office. Any check for these payments should be made out to North Bend Central Public Schools unless otherwise instructed. Pursuant to board policy, the district will assess an additional penalty of \$30 for any check returned from the bank for insufficient funds.

Books and Supplies

Students must take care of books and other supplies provided by the district. The school will assess fines for damage to books and school property.

Students must supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Each classroom teacher will prepare a supply list for students at the beginning of the school year.

Bulletin Boards

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day. A written copy of daily announcements will be posted on the main bulletin board by the offices.

Bulletin board or electronic publishing space may be provided for the use of students and student organizations for notices relating to matters of general interest to students. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Material shall be removed after a reasonable time to assure full access to the bulletin boards or electronic publishing media.

Bullying

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations

School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary

matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Cafeteria Rules

1. All food must be consumed in the areas designated by the school.
2. After students have eaten, they must return trays to the kitchen. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray on to the correct container. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
3. Students are to use proper manners including eating quietly.
4. Students may not throw food or other items.
5. Second servings are available to those who have made an effort to clean their trays and have requisite funds as required by board policy.
6. Students should return to designated areas when they are dismissed.
7. Parents who wish their child to eat lunch away from school must provide a written authorization to the student's building principal.
8. Students must treat lunch personnel with respect.
9. Students who violate the above rules will be disciplined.

Candy and Gum

Students may not bring candy or gum to school unless they have prior permission from their classroom teacher or the administration.

Cell Phones and Other Electronic Devices

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team, including IEP, 504, and Student Health teams. Other electronic devices include smart watches and wearable technology.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions. Students may not use cell phones during the school day, including passing periods and lunch.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers or be locked in a

personal vehicle. Students may use cell phones or other technology in classrooms only if the curriculum calls for their use, such as in media development or career coursework.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and other personal electronic devices. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the student at the end of the school day, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.

- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.

Child Abuse and Neglect

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Class Dismissal

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the day is not a dismissal bell, and students may not leave their classrooms until they have been excused by their classroom teacher.

Classroom Behavior

Student behavior and attitude in the classroom must be cooperative and serious. All students must:

- arrive to class on time;
- prepare for class with all necessary materials;
- be considerate of others;
- respond promptly to all directions of the teacher; and
- take care of school property and the property of others.

Teachers will establish classroom conduct rules that students must obey.

Closed Campus

Students may not leave the building without permission from the administration.

Coats and Boots

Elementary students must wear coats outdoors when the weather makes it advisable. The staff will decide when coats are required for recess.

Elementary students may choose to wear overshoes or boots when the playground is wet or muddy. Waterproof boots worn to school should be taken off and regular shoes worn during the day.

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call Ashley Jedlicka, school nurse.

Communicating with Parents

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail or by personal contact. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school.

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve

matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

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

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process. The proper procedure for a parent or student to make complaints or raise concerns is to begin with the school employee who is most immediately or directly involved in the matter, as illustrated in the complaint procedure set forth below. There are specific procedures to address certain complaints or concerns, such as discrimination or harassment, bullying, disciplinary actions. Those procedures should be used where applicable.

1. Complaint procedure

Step 1. Schedule a conference with the staff person most immediately or directly involved in the matter.

Step 2. Address the concern to the Principal if the matter is not resolved at Step 1.

Step 3. Address the concern to the Superintendent if the matter is not resolved at Step 2.

Student Discipline:	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
Transportation:	1. Bus Driver 2. Principal/Assistant Principal

	3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	1. Building Principal 2. Superintendent

2. Conditions Applicable to All Levels of Complaint Procedure

All information to be considered at each step should be placed in writing in order to be most effective. Action or decisions will be expedited as quickly as possible, typically within ten (10) calendar days, depending on the nature of the complaint and the need for prompt resolution.

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

- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

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

Computer Network Use by Students

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

I. Student Expectations in the Use of the Internet

A. Acceptable Use

- 1. Students may use the Internet to conduct research assigned by teachers.
- 2. Students may use the Internet to conduct research for classroom projects.
- 3. Students may use the Internet to gain access to information about current events.
- 4. Students may use the Internet to conduct research for school-related activities.
- 5. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use

- 1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
- 2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading

- and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
 4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
 5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
 6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
 7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
 8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
 9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
 10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
 11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
 12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
 13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
 14. Students shall not falsify electronic mail messages or web pages.

II. Enforcement

A. Methods of Enforcement

1. The district monitors all Internet communications, Internet usage, and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 - a. Loss of computer privileges;
 - b. Short-term suspension;
 - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. Protection of Students

A. Children's Online Privacy Protection Act (COPPA)

1. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
2. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for

education purposes.

B. Education About Appropriate On-Line Behavior

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
2. Staff will specifically educate students on
 - a. Appropriate interactions with other individuals on social networking websites and in chat rooms.
 - b. Cyberbullying awareness and response.
3. The School District's technology coordinator shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy

Conferences

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences in the first and second semester.

In addition to formal conferences, classroom teachers will communicate with parents as necessary. Parents are encouraged to communicate with their student's teacher or the building principal to discuss parental concerns, student needs or any other issue.

Copyright and Fair Use

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the

following
<http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

site:

Damage to School Property

Students who damage school property either intentionally or unintentionally may be required to pay to replace or restore the property, at the discretion of the administration.

Dating Violence

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

Discrimination and Harassment

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Robyn Schweitzer at 402-652-8122, rschweitzer@nbtigers.org or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Jon Baehr at 402-652-3268, jbaehr@nbtigers.org, 1320 Walnut St. North Bend, NE 68649, or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Superintendent at 402-652-3268, pningen@nbtigers.org or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code

- (1) Students must come to school dressed in clean, neat, and appropriate clothing to conform to educational standards. Students at North Bend Public Schools are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms

of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- A. Students will generally be allowed to wear shorts to school. However, the shorts must be of modest length and extend to approximately mid-thigh or fingertip length. Skirts and dresses must meet the same length requirements.
- B. Halter tops and spaghetti strap tops are prohibited. Tank tops must have a 1" wide strap.
- C. Sleeveless or shortened-sleeved shirts that are not hemmed or that expose the rib cage, torso, or undergarments other than T-shirts are prohibited.
- D. Clothing that exposes the midriff or clothing that exposes underwear other than t-shirts is prohibited.
- E. Clothing that sits off the shoulder may be permitted granted a tank-top that has a minimum of a 1 inch strap is worn under the shirt/blouse.
- F. Clothing bearing patches or insignias of alcoholic beverages, drugs, tobacco, profanity or suggestive inscriptions is prohibited. (Ex. Hooter's and Bong)
- G. Hats and bandanas are prohibited during the school day.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences.

Drug Free Schools

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing, or selling any drug, alcohol, or tobacco while on school grounds, at a school activity or in a school vehicle. In addition, students who participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances and tobacco at all times.

Any student who violates any school policy regarding drug, alcohol, and tobacco use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

Emergency Contact Information

Parents must complete an emergency information form for each child enrolled in the district. The form should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

Evacuations

The school district will hold routine evacuation drills throughout the school year. Classroom teachers will provide students with detailed instructions on building evacuations.

Eye Exams

All students enrolling in kindergarten or transferring into the school district from out of state must undergo a visual examination by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, which consists of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity, except that no such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing. They must provide evidence of the vision examination within six months prior to entrance. The cost of such physical examination and visual evaluation shall be borne by the parent or guardian of each child who is examined.

Food Service Program

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students.

Breakfast

The school will serve breakfast daily from 7:40 a.m. until 8:00 a.m. Students who qualify for free or reduced-price lunch also qualify for free or reduced-price breakfast. The school district charges students \$2.25 and adults \$2.80 for breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives. Lunch for K-5 is \$3.25. Lunch for 6-12 lunch is \$3.50 for students and \$4.85 for adults.

Payment for Meals

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the office or online through Infinite Campus.

The district will notify students and their families of the policy for charged meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Students will be able to continue eating meals, and funds will be collected from parents as needed.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The superintendent or food service director will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school

district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

Notice of Non-discrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410 or

- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Field Trips

Classes occasionally take field trips off school property for educational enrichment. A student's parent, or "caregiver" as that term is defined in the Nebraska Strengthening Families Act, must authorize a student to participate in a field trip by signing a permission slip and providing it to the school before the field trip. Students who have not completed classroom work on time may not be allowed to attend field trips. Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones. Parents will attend field trips at the teacher's discretion.

First-Aid

First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

Head Lice

Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice or louse eggs the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice or eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

Health Problems Limiting Activities

A doctor's verification needs to be provided by the parent if a child is unable to play outdoors or participate in physical education for health reasons.

Parents should notify the school nurse if their student has any special health problems such as diabetes, asthma, or the like.

Homeless Children and Youth

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Patrick Ningen, who may be contacted at 402-652-3268.

Illness or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital. Parents must complete an emergency information form for each child enrolled in the district. The form should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Immunizations

All students must furnish one of the following to school officials:

- proof of adequate immunizations for mumps, measles, rubella; diphtheria, pertussis, tetanus; polio; and hepatitis B series; or

- a signed parental statement of refusal to provide the immunization history. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

Provisional Enrollment. Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for sixty days without the necessary immunizations.

Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Lockers and Other School Property

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students

should not expect privacy regarding usage of or items placed in or on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers, and other such property may be conducted at the discretion of the administration. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Lost and Found

All lost and found articles are to be taken to the nurse's office. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Medications

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

Prescription medication. (1) Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

Non-prescription medication. (1) Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer's container. (3) The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with

the student's physician regarding any medication prescribed by such physician.

Media Center

Students must check out materials from the librarian on duty. Each borrower is responsible for all books checked out in his/her name. If a book is lost and not found by the end of the semester, the student must pay for it. Students must also pay for any damage they cause to library books.

Opting Out of Assessments

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools.

Parental Involvement

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

Parties

Elementary classes may have seasonal parties during the year and are generally held during the afternoon and are limited in duration. Parents shall communicate with their student's classroom teacher for the teacher's rules regarding birthday and holiday parties. Invitations for private parties and non-school-sponsored events may not be distributed at school unless all students in the class are being invited.

Personal Items

The school provides the necessary equipment for classroom and school day activities. **Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator. The school is not responsible for damaged or lost personal items or equipment.**

Physical Education

The school district requires students to receive physical education to assist them in developing gross and fine motor skills. Students are encouraged to wear tennis shoes for P.E.

Physical Exam

Students entering kindergarten and the seventh grade, and those entering school from another state, are statutorily required to show evidence that they have had a physical examination within six months prior to the date of entering school.

Pictures

The school district arranges for a photographer to be present at school in the fall to take class pictures. Parents will be notified of the date. Parents who want pictures of their students or of their student's class composite may purchase them directly from the photographer.

Playground Rules

Students must follow these rules to keep the playground safe when they are using the playground as part of the school day:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street to retrieve a ball unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use the playground equipment properly and in a safe manner.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention, and/or other consequences.

The school's playgrounds, equipment, and surrounding areas are generally not supervised. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

Police Questioning and Apprehension

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges

that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy are scheduled as follows: August 13, 2026-May 18, 2027. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

Public Displays of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

Rights of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis,

but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Secret Organizations

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

School Day

The school day typically begins at 8:10 a.m. and ends at 3:25 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students starting at 7:40 a.m. and 5 minutes after the school day ends. **There will be no supervision provided by the school before or after these times.** Parents must arrange for their children to leave school promptly at the end of the day.

Self Management of Diabetes or Asthma/Anaphylaxis

Subject to school policy, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis. Parents desiring to develop such a plan should contact Beth Vrana, the school nurse.

Smoking and Tobacco

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Student Assistance

Parents who believe their students have any learning, behavior, or emotional needs that they believe are not being addressed by the school district should contact the student's teacher. If appropriate, the teacher may convene the Student Assistance Team (SAT). The SAT can explore possibilities and strategies that will best meet the educational needs of the student.

Student Fee Policy

The school district shall provide free instruction in accordance with the Nebraska State Constitution and Nebraska state law. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

Listing of Fees Charged by this District.

- 1. Clothing Required for Specified Courses and Activities.** Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses, or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course, or activity.
- 2. Safety Equipment and Attire.** The district will provide students with all safety equipment and attire that is required by law. Building

administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

- 3. Personal or Consumable Items.** The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers, and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials, and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.
- 4. Materials Required for Course Projects.** The school district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will either furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.
- 5. Technological Devices.** The district will provide students with the technological devices necessary to complete all basic curricular projects. Students in preschool through fifth grade will not take technological devices off of district property.
- 6. Extracurricular Activities.** The school district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment, and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$25
 - Covers admission to all extracurricular events

7. Participation in Before-School, After-School or Pre-Kindergarten Services. The district will charge reasonable fees for participation in after-school or pre-kindergarten services offered by the district pursuant to statute.

8. Charges for Food Consumed by Students. The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-12
 - Regular Price \$2.25
 - Adult Breakfast \$2.80
- Lunch Program – Grades K-5
 - Regular Price \$3.25
 - Adult Lunch \$4.85
- Lunch Program – Grades 6-12
 - Regular Price \$3.50
 - Adult Lunch \$4.85
- Second entrée \$2.00

Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Students are not required to

participate in the free or reduced-price lunch program to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal. Application forms are available in each school building office.

Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

Student Illness

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and supports under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and arrange for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Student Government

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation,

and scope of the student government shall be administered by the superintendent or designee.

Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Directory Information. FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children. The school district has designated the following as directory information:

name and grade, name of parent and/or guardian, address, telephone number, including the student's cell phone number, e-mail address, date and place of birth, dates of attendance, the image or likeness of students in pictures, videotape, film or other medium, major field of study, participation in activities and sports, degrees and awards received, social media usernames and handles, weight and height of members of athletic teams, most recent previous school attended, certain class work which may be published onto the Internet, classroom assignment and/or home room teacher, student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems (but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user). Directory information does not include a student's social security number.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than August 13, 2026.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his

or her tasks. A school official typically has a “legitimate educational interest” if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Student Use of AI Tools

As used in this section, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude and similar programs.

AI Tools may be useful to student learning. However, students and staff must ensure that student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.

2. If a student uses any AI Tools in connection with a school assignment, the student must:

- a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
- b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:

- a. Cheat on any assignment, test, or quiz;
- b. Help answer questions on a test or quiz without staff member permission;
- c. Make or share deepfakes or fake images, audio, or video of any real person;
- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
- e. Bully, harass, threaten, intimidate or impersonate any person;
- f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
- g. Use AI Tools to bypass accommodations, content filters, or school security.

4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.

5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which

violation will subject the student to discipline up to and including expulsion.

6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Tardiness

Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the tardy bell rings. Tardiness is rarely excusable. If students arrive before 9:15, they will be counted tardy; after 9:15 they will be counted 1/2 day absent. Students who leave in the afternoon before 2:00 will be counted 1/2 day absent. Each quarter, a student will be allowed three tardies. Upon the fourth tardy, the student may be asked to make up 15 minutes of time a day for each day they are tardy. This time will most likely be made up during a recess time; however after school time might also be appropriate. If tardiness begins to effect student performance, parents will be notified and a conference will be held in order to discuss options for getting students to school on time.

Telephone Calls

The school's telephone may be used only with permission of staff.

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 the superintendent of schools, building principal(s), guidance counselor(s) and local law enforcement. It may also include information technology staff, the school nurse, and members of the mental health profession who would be willing to work with the school. 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.

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Bus Regulations

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles. If misconduct is recurring, the student will not be allowed to ride the bus.

a) Rules of Conduct on School Vehicles:

- 1) Students must obey the driver promptly.
- 2) Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
- 3) Students are prohibited from fighting, engaging in bullying, harassment, or horseplay.
- 4) Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
- 5) Students must remain seated and keep aisles and exits clear while the vehicle is moving.
- 6) Students are prohibited from throwing or passing objects on, from, or into vehicles.
- 7) Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
- 8) Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
- 9) Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.

- 10) Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
- 11) Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
- 12) Student must respect the rights and safety of others at all times.
- 13) Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
- 14) Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
- 15) Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

b) **Consequences**

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include a note home to parents, suspension of bus riding privileges, exclusion from extracurricular activities, in-school suspension, short term or long term suspension from school, and/or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

c) **Records**

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written

permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

Transportation to Activities

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must be signed out with the sponsor by that student's parent.

Video Surveillance, Recordings, and Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Recordings Made by Parents/Guardians and Patrons.

Parents/guardians and patrons may make recordings of school activities intended to be public in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 Plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the

extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Weather-Related School Closing

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow, or ice. School closings will be announced on radio station KFAB (AM 1110) in Omaha and KOLN-TV (Channel 10) in Lincoln as well as a number of other radio and TV stations prior to 7:00 a.m. School closing information is also available on the school district's website at **www.nbtigers.org**. Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

If schools are closed due to severe weather conditions, all before and after-school activities will be canceled.

Withdrawal From School

Students who are moving from the district must notify the school office.

SECTION TWO

ACADEMIC INFORMATION

Grades

Information about elementary student progress will be reported to parents four times a year in the areas of:

1. Progress and Performance on Curriculum Objectives
2. Character Development
3. Work or Study Habits

Academic Performance Levels				
4	3	2	1	X
Advanced	Proficient	Progressing	Beginning	Not Evaluated
E	S	NI		X
Excellent	Satisfactory	Needs Improvement		Not Evaluated

Homework

Classroom teachers will often assign homework. Parents who have questions about homework or concerns about class work should contact the teacher. Questions not resolved by the teacher should be referred to the administration.

Each student is expected to spend some time preparing for studies outside of school hours. The amount of time that is needed will depend upon each student. Normally, at least an hour a day should be spent in preparing for an average assignment.

Students who struggle to complete assignments or who must spend an inordinate amount of time completing an assignment should seek the help and advice of their teachers and consult with the principal and/or the guidance counselor.

Report Cards

Report cards are sent home following the end of the nine-week reporting period.

SECTION THREE

STUDENT DISCIPLINE

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school

after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day. When in-school suspensions, after-school assignments or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school. District administrators may develop building-specific protocols for the imposition of student discipline.

In this section, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this section shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this section may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

After School Sessions and Detentions

Teachers and administrators may require students to stay after school or to serve a detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- After-school sessions will not exceed 30 minutes from the time of dismissal and are to be served in the teacher's room. A student who fails to attend an after school session may be given a detention by the teacher or may face additional disciplinary consequences up to and including long-term suspension and/or expulsion. A student who has a conflict with an after-school session is responsible for working it out with the teacher.

- Detentions are 30 minutes, served in the central office or the detention room designated by the building principal.

In-School Suspension

The building administrator may require a student to serve in-school suspension. Students may be required to attend up to six hours per day of school-sponsored suspension a day at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Short-Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or
2. Other violations of rules and standards of behavior adopted by the board of education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension (not to exceed an additional 48 hours), the

Principal will send a written statement to the student and the student's parent or guardian, describing the student's conduct, misconduct, or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Firearms. No student may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy.

Definition of Firearm. The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Pre-Kindergarten through Second Grade Students

An elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. Brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of

changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise, the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall provide either an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

Grounds for Long-Term Suspension, Expulsion, or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;

5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, sex, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which

- is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
- c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
 - i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone

joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault;

- j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- k. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- m. Using any object to simulate possession of a weapon;
- n. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- o. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students; or
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion, or mandatory reassignment:

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;

- d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- 4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
- 5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the

- superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
 7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
 8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
 9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
 10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

SECTION FOUR

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition

needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers)

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at <https://api.healthiergeneration.org/resource/2>.

STAFF DIRECTORY

Members of the Board of Education:

Doug Hoops..... President
 Bob Feurer..... Vice-President
 Andrew Swanson..... Secretary
 Justin Taylor..... Treasurer
 Nick Emanuel..... Member
 Amy Williams..... Member

Administrative Staff:

Patrick Ningen..... Superintendent
 Brenda Petersen..... High School Principal
 Brad LaChapelle..... Elementary Principal

Teaching Staff:

Name	Department	Grades
Jennifer Karnatz	Special Education & Assessment Coordinator	K-12
Kiara Healy	Preschool	PreK
Madison Davis	General Instruction	K
Jody Dorcey	General Instruction	K
Hailey Hines	General Instruction	K
Marissa Ortmeier	General Instruction	1
Kinsey Wemhoff	General Instruction	1
Melissa Cody	General Instruction	2
Amy Ferguson	General Instruction	2
Neely Vavrina	General Instruction	3
Leta Wiebold	General Instruction	3
Melissa Harrell	General Instruction	4
Tessa Haecke	General Instruction	4
Jana Post	General Instruction	4
Charlie Muller	General Instruction	5

Suzi Pasek	General Instruction	5
Becky Streff	General Instruction	5
Randi Mimick	Interventionist	K-5
Katy Camenzind	Interventionist	PreK-8
Breanne Muehlich	Speech Language Pathologist	K-5
Robyn Schweitzer	School Psychologist & Counselor	K-5
Sarah Castillo	Librarian, HAL	PreK-5
Kyndall Roberts	Music/Art	K-5
Ryan Baldwin	Instrumental Music	5
Kayla Black	Special Education	Preschool, K
Kiley Frana	Special Education	1, 2, 3
Tessie Beaver	Special Education	4, 5
Nate Schluter	PE	K-5

Support Staff

Name	Building	Position
Jennie Aspy	North Bend Central Elementary	Paraprofessional
Janel Chapman	North Bend Central Elementary	Maintenance
Amy Emanuel	North Bend Central Elementary	Paraprofessional
Monica Glodowski	North Bend Central Elementary	Kitchen
Sara Hopkins	North Bend Central Elementary	Kitchen
Kris Kavan	North Bend Central Elementary	Paraprofessional

Dani Koziol	North Bend Central Elementary	Paraprofessional
April Malina	North Bend Central Elementary	Paraprofessional
Teri Ortmeier	North Bend Central Elementary	Paraprofessional
LeAnn Sullivan	North Bend Central Elementary	Administrative Assistant
Deane Snow	North Bend Central Elementary	Paraprofessional
Katie Tank	North Bend Central Elementary	Paraprofessional
Galen Uhing	North Bend Central Elementary	Maintenance Head
Amanda Vyhliadal	North Bend Central Elementary	Kitchen Manager
Amy Voss	North Bend Central Elementary	Paraprofessional
Ashley Jedlicka	North Bend Central Elementary	School Nurse
Pete Gross Rhode	North Bend Central High School	Director of Maintenance & Transportation

SCHOOL CALENDAR

2026-2027 School Calendar - North Bend Central

FINAL (APPROVED FEB 2026)

	M	T	W	TH	F						
August	3	4	5	6	7	T= 3	August	10, 11, 12	Teacher Inservice Days (No Students)		
	10	11	12	13	14	S= 13		13	First Day (1:30 p.m. dismissal)		
	17	18	19	20	21						
	24	25	26	27	28						
	31										
September		1	2	3	4	T= 1	September	4	Teacher Inservice (No Students)		
	7	8	9	10	11	S= 20		7	NO SCHOOL..... Labor Day		
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30								
October				1	2	T*= 2	October	12	Teacher Inservice (No Students)		
	5	6	7	8	9	S= 20		15	End of 1st Quarter (43 days)		
	12	13	14	15	16			28, 29	Elem, MS and HS PT Conf 5:30-8:30		
	19	20	21	22	23			30	NO SCHOOL..... Fall Break		
	26	27	28	29	30						
November	2	3	4	5	6	T= 1	November	9	Teacher Inservice (No Students)		
	9	10	11	12	13	S= 17		25, 26, 27	NO SCHOOL..... Thanksgiving		
	16	17	18	19	20						
	23	24	25	26	27						
	30										
December		1	2	3	4	T= 0	December	21	Semester Tests (Dismiss @ Regular Times)		
	7	8	9	10	11	S= 16		22	Semester Tests (Dismiss @ 1:30)		
	14	15	16	17	18			22	End of 2nd Quarter (43 days)		
	21	22	23	24	25			23-31	NO SCHOOL... Holiday Vacation		
	28	29	30	31							
January					1	T= 1	January	1, 4, 5	NO SCHOOL... Holiday Vacation		
	4	5	6	7	8	S= 17		6	Teacher Inservice (No Students)		
	11	12	13	14	15			7	School Resumes		
	18	19	20	21	22						
	25	26	27	28	29						
February	1	2	3	4	5	T= 1	February	18	Teacher Inservice (No Students)		
	8	9	10	11	12	S= 18		19	NO SCHOOL... Winter Break		
	15	16	17	18	19						
	22	23	24	25	26						
March	1	2	3	4	5		March	5	Teacher Inservice (No Students)		
	8	9	10	11	12	T*= 2		8, 9	Elem, MS and HS PT Conf 5:30-8:30		
	15	16	17	18	19	S= 19		11	End of 3rd Quarter (43 days)		
	22	23	24	25	26			12	NO SCHOOL.....Spring Break		
	29	30	31					26, 29	NO SCHOOL.....Spring Break		
April				1	2		April	16	NO SCHOOL.....Break		
	5	6	7	8	9	T= 2		26	Teacher Inservice (No Students)		
	12	13	14	15	16	S= 19		27	Teacher Inservice (No Students)..NBC Track Invite		
	19	20	21	22	23			TBD	Prom		
	26	27	28	29	30						
May	3	4	5	6	7		May	TBD	Last Day for High School Seniors		
	10	11	12	13	14	T= 1		8	Graduation - 2:00 p.m.		
	17	18	19	20	21	S= 12		17	Semester Tests - Dismiss @ Regular Time		
	24	25	26	27	28			18	Semester Tests - Dismiss @ 1:30		
	31							18	LAST DAY OF SCHOOL (42 days)		
								19	Staff Workday		
*P/T Conferences Comp						1st Semester	Students: 86	Teacher:	7		
						2nd Semester	Students: 85	Teacher:	7		
						School Year	Students: 171	Teacher:	14		



Price Quote

Amplify

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

Quote #: Q-749855-1
PQ #: PQ 260323-516427
Date: 5/28/2026
Expires On: 6/27/2026
Delivery Service Level: Standard

Customer Contact Information

Brad LaChapelle
North Bend Central Sd 595
(402) 652-8122
blachapelle@nbtigers.org

Amplify Contact Information

Vanessa Scott
Lead Inside Account Executive
vascott@amplify.com

mCLASS D8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
State Bundle mCLASS with DIBELS 8th Ed w Dyslexia - 1yr (2026-2027)	250.00	\$7.00	\$1,750.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	3.00	\$47.00	\$141.00
mCLASS DIBELS 8th Edition Kit - Grade 1	2.00	\$47.00	\$94.00
mCLASS DIBELS 8th Edition Kit - Grade 2	2.00	\$47.00	\$94.00
mCLASS DIBELS 8th Edition Kit - Grade 3	2.00	\$47.00	\$94.00
mCLASS DIBELS 8th Edition Kit - Grade 4	3.00	\$47.00	\$141.00
mCLASS DIBELS 8th Edition Kit - Grade 5	3.00	\$47.00	\$141.00
TOTAL			\$2,455.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$84.60	\$84.60

GRAND TOTAL \$2,539.60

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.

- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

Quote Special Terms

Special State Pricing

Please note that the pricing above reflects specific state pricing. For additional information on the state pricing, please contact your Account Executive.

How to Order Our Products

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

Visit amplify.com/ordering-support for ordering instructions.

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

Submit your signed purchase order using any method below:

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

Required with your Purchase Order:

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

Option 2: Pay in Advance

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

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

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

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

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

Terms & Conditions

1. **Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K-12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products;

(f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

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

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

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

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

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

10. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer

agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13.

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

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

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

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

15. Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state,

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

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

Amplify Education, Inc. - Confidential Information

Board Notes

As we have entered our summer months, we have had an abundance of events and activities going on for our kids. We have had kids at National competitions in Skills USA, and we will have Future Problem Solvers taking heading out for National FPS in Bloomington, Indiana.

Our summer weights program is off and running with a great attendance from both our girls, boys, and Junior high students.

We have hosted multiple camps here at NBC with a boys' basketball camp, little kids' girls and basketball camps, wrestling camp, dance camp, cheer camp, and what feels like so many other events. Thanks to our maintenance staff for all they do to get our facilities ready for us to host other schools for a day.

We have a STEAM camp coming up as well on June 22nd through the 25th.

As Roy Wright transitions from his position of head of maintenance back to the classroom. I would like to thank him for his time and efforts in that position. Roy and Rod have done a great job of working through many new challenges and their efforts have been greatly appreciated. As Roy moves back into the classroom, I am confident that we are in a great spot for a new person to step into. I would also like to welcome to the staff Pete Gross-Rhode who will be working with Rod and taking over the head maintenance position.

Looking forward to a great summer.