

***Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

**TENTATIVE
REGULAR MEETING
BOARD AGENDA**

**April 11, 2022
7:30 PM**

1. Call Meeting to Order
2. Public Comment
3. Reports and Information from Administration
 - 3.A. Superintendent's Report
 - 3.B. Principal Report
 - 3.C. Building and Grounds Committee Report
4. Action Items (Discuss, Consider, May take action on the following)
 - 4.A. Routine Business - Consent Agenda
 - 4.A.1. Excuse Absent Board Members (as necessary)
 - 4.A.2. Minutes
 - 4.A.3. Treasurers Report
 - 4.A.4. Claims
 - 4.B. Discuss and take action on high school wrestling.
 - 4.C. Consider and Approve of a bond resolution authorizing the issuance of not to exceed \$21,500,000 of General Obligation Bonds of the District, in one or more series.
 - 4.D. Approve the resolution to dissolve the girls golf cooperative with BR and Pender, in the year 2022-23, due to our lack of participants.
 - 4.E. Approve Determination of Capacity for the Option Enrollment Program for the 2022-2023 school year.
 - 4.F. Approve School Program Offerings for the 2022-2023 school year.
 - 4.G. Discuss and take action on a softball cooperative with Tekamah-Herman for the 2022-2023 and 2023-2024 school years.
 - 4.H. Approve Board Policies: 5001, 5002, 5002.1, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5022, 5023, 5024, 5025, 5028, 5030, 5031, 5032, 5033, 5034, 5035, 5036, 5037, 5039, 5040, 5041, 5042, 5043, 5044, 5045, 5046, 5048, 5049, 5050, 5052, 5053, 5054, 5055, 5056, 5057, 5059, 5063, 5064, 5066, 5067 and forms (5000), with delayed implementation until July 11, 2022.
 - 4.I. Approve the Classified Staff Package for 2022-2023.
5. Future Meeting Dates
6. Adjournment

Suggested List of Motions

April 11, 2022

(Open Meetings Act rules posted on the north wall of the library)

1. _____ opened the meeting at _____ P.M.

2. It was moved by _____, seconded by _____
To approve the Consent Agenda items:
 1. Excuse Absent Board Members (if necessary)
 2. Minutes
 3. Treasurers Report
 4. General Fund Claims
 5. Lunch Fund ClaimsRoll Call: Aye: _____ Nay: _____

3. It was moved by _____, seconded by _____
to reach out to BR requesting to continue the BRLD wrestling cooperative OR
to start our own LDNE wrestling program and request our girls be released from the
BRLD girls wrestling cooperative.
Roll Call: Aye: _____ Nay: _____

4. It was moved by _____, seconded by _____
Approve of a bond resolution authorizing the issuance of not to exceed \$21,500,000 of
general obligation bonds of the district, in one or more series.
Roll Call: Aye: _____ Nay: _____

5. It was moved by _____, seconded by _____
Approve the resolution to dissolve the girls golf cooperative with BR and Pender, in the
year 2022-23, due to our lack of participants.
Roll Call: Aye: _____ Nay: _____

6. It was moved by _____, seconded by _____
Approve determination of capacity for the option enrollment program for the 2022-2023
school year.
Roll Call: Aye: _____ Nay: _____

7. It was moved by _____, seconded by _____
Approve school program offerings for the 2022-2023 school year.
Roll Call: Aye: _____ Nay: _____

8. It was moved by _____, seconded by _____
Approve the resolution to enter into a softball cooperative with Tekamah-Herman for the
2022-2023 and 2023-2024 school years.
Roll Call: Aye: _____ Nay: _____

9. It was moved by _____, seconded by _____
Approve board policies: 5001, 5002, 5002.1, 5003, 5004, 5005, 5006, 5007, 5008, 5009,
5010, 5011, 5012, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5022, 5023, 5024, 5025,
5028, 5030, 5031, 5032, 5033, 5034, 5035, 5036, 5037, 5039, 5040, 5041, 5042, 5043,
5044, 5045, 5046, 5048, 5049, 5050, 5052, 5053, 5054, 5055, 5056, 5057, 5059, 5063,
5064, 5066, 5067 and forms (5000), with delayed implementation until July 11, 2022.
Roll Call: Aye: _____ Nay: _____
10. It was moved by _____, seconded by _____
Approve the classified staff package for 2022-2023.
Roll Call: Aye: _____ Nay: _____
11. _____ adjourned the meeting at _____ P.M.



LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526
LYONS, NEBRASKA 68038-0526
PHONE NUMBER: 402-687-2363
FAX NUMBER: 402-687-2472

Superintendent Board Report

April 11, 2022

1. Media Specialist Position: We have hired a Media Specialist for 2022-2023. Mrs. Rebecca Barber is coming to us from Emerson-Hubbard Schools where she has been a media specialist for 6 years; prior to that she was an elementary teacher in South Sioux City.
2. P2T National Conference – The P2T HOSA organization had 13 students qualify for the National Convention in Nashville this June. The Nielsen Foundation has approved funding the students this year but likely will be the last year they will. We have had discussion at our last P2T board meeting and the Superintendents have since been meeting and working on a policy that would allow P2T to fund up to 50% of the students travel costs (not to exceed over \$10,000 in any given year), moving forward.
3. The 2022-2023 teacher contracts are ready for Mr. Vlach to sign at this meeting.
4. The board president and secretary will need to sign the diplomas at this meeting. We will hold any diploma that is not earned, and that student will not be permitted to be on stage at graduation. If a student completes his or her work prior to June 15, 2022, the student can still earn his or her diploma.
5. Board Members planning to be on stage to hand out diplomas on May 15, 2022, at 2:00 p.m.

Bill Review: Jolene is scheduled for May and Chad is scheduled for June.

Principal Report- April 2022 Board Meeting

A. Calendar - Upcoming Events

NSCAS Assessments-----	April 4th-22nd
State FFA Convention-----	April 6th-8th
State FBLA Convention-----	April 11th-13th
Wolverine Track Invite-----	April 12th
EHC Art Show @ Nielsen Center-----	April 13th??
Early Dismissal 2:00-----	April 14th
District Music-----	April 25th
Athletic Banquet @ Lyons-----	April 26th
Retirement Social-----	April 27th
Elementary Spring Program-----	April 28th
Preschool Registration-----	April 29th
Preschool and Elementary Field Day-----	May 3rd
Secondary Spring Concert-----	May 3rd
Preschool Graduation -----	May 12th
6th Grade Promotion Ceremony and picnic-----	May 17th
LAST DAY of School for Elementary-----	May 17th

A. Professional Development

- March 21st - Joni Hegge and Brenda Totten attended the Special Education policy and procedure review with ESU2 and NDE in Fremont.
- March 23rd- All staff had professional development on classroom culture with Mike Feit.

B. Elementary Fundraiser - The elementary sold plants for a 2nd year. Last year, students sold \$22,766.50 worth of plants and flowers. This year, we challenged students to beat that goal. We set a goal of \$30,000. Elementary students met that goal with \$31,173.00 in plant sales. We will find out our total profit after plant sale pick-up on May 5th. It is normally 20-25% of the total sales. We will continue to use these funds to support our field trips and elementary incentives and save the majority to see what we need after the new school is built. A thanks to Beth Doht and Julie Brehmer who did most of the organizing for this fundraiser.

C. Elementary Activities

- **March 30th** - Wildlife Encounters presented to the K-6 Students. This was organized by Tonya Erickson and paid for by Papio-Missouri River Natural Resources

- **April 5th** - 1st Grade Field Trip to the Children's Museum in Sioux City
- **April 6th** - Nebraska History Assembly presented to K-6 Students.
- **May 11th** - 4th Grade Field Trip to Lincoln
- **May 13th** - 2nd and 3rd Grade Field Trip to the Zoo

D. Secondary Activities

- **March 18th**- State Speech- Speech report attached
- **March 19th**- Class D state Honor Band- Arianne Brokaw, Jackson Jensen, Colten Miller, Landen Redding
- **March 22nd**- Juniors took the ACT
- **March 31st**- Sophomores took the Pre-ACT
- **April 6th-8th**- State FFA- 20 students competing
 - Elise Anderson- Up for State Officer- 1 of 11 finalists
- **April 11-13th**- State FBLA
- **April 22nd**- District Music

E. Speech Activity Report

Speech

Coach Melissa Brokaw

-Season Record (please include all teams, Varsity, J-V, C-B-A, etc...): N/A

-List of Lettermen and participants: Elise Anderson- letter winner, Arianne Brokaw- letter winner, Colten Miller- letter winner, Tate Simonsen- letter winner, Chance Mock- letter winner, Brayden Hegge- letter winner, Jessica Tomka- letter winner, Braden Hardin- letter winner, Miriel Brokaw- letter winner, Participants- Sydney Olsen, Regina Tomka, Alexander Timm

-How strengths were addressed? We had some of our strongest speakers in multiple events. We utilized random practice times and brought in guest judges to help polish events.

-How weaknesses were addressed? We are really encouraging students to pick up multiple events to maximize the strength of our team.

-Summary of how the season went. EHC- Brayden Hegge 6th-informative, Chance Mock 3rd-informative, Arianne and Miriel Brokaw- 3rd duet, Arianne Brokaw- 1st entertainment, Districts- Tate Simonsen 6th- humorous, Chance 5th- informative, Elise Anderson and

Braden Hardin 5th- duet, Qualified for the state- Arianne and Miriel Brokaw 3rd- duet,
Arianne Brokaw 3rd- entertainment State- Arianne and Miriel 9th overall, Arianne- 5th

The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Monday, March 14, 2022, in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun, designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. Present were Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman, and Vlach. The open meeting laws are posted on the library wall.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, front door of the school

Posted Date: March 3, 2022

Lisa Christiansen opened the meeting at 7:31 p.m.

Superintendent Report: We currently do not have any students out for the TC Thunder girls golf team and don't anticipate any in the near future, we plan to write a request to get out of the cooperative so the other schools can move to a lower class. We have interview, offered, and filled the Science position for the 2022-2023 school year. Mr. Kipp Schuler will be joining our team. The structure of P2T was discussed. We would like to acknowledge and say thank you to the Vote for LDNE group. They have put in countless time and energy into the bond campaign; their efforts have not gone unnoticed.

Principal Report: The winter activities have just winded down and the spring are just getting started. Congratulations to our FFA students, BRLD Girls Basketball Team, LDNE speech team, Honor Bands, State Wrestlers, and Science Research students. We have a ton of talented students doing some really great things here at LDNE. We also have been continuing our Cougar Culture activities; we were able to get all our students together during Read Across America Week. It is always great to see the positive relationships and leadership skills that come out during these activities.

Daven and Keyton addressed the board about wrestling during public comment.

Discussion was held on wrestling.

Discussion was held on policy 7110.

Discussion was held on a property offer.

It was moved by Chad Brehmer, seconded by Evan Myers, to approve the consent agenda. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Corey Petersen, seconded by Jolene Troutman, to accept, with regrets, the resignation of Mrs. Wendy Phillips. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Jaime Bacon, to accept the resignation of Mrs. Melissa Smith. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Jaime Bacon, to approve board policies: 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4011.1, 4012, 4015, 4016, 4017, 4018, 4019, 4020, 4022, 4023, 4024, 4025, 4027, 4028, 4029, 4030, 4031, 4032, 4034, 4037, 4038, 4039, 4041, 4042, 4043, 4044, 4045, 4046, 4048, 4050, 4051, 4052, 4053, 4054, 4056, 4057, 4058, 4059, 4061, and forms (4000) with delayed implementation until July 11, 2022. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by James Vlach, to approve the Superintendent Contract for 2022-2023. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by Chad Brehmer, to approve the amendment to the 2022-2023 negotiated agreement as presented. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

The next Regular Board Meeting will be held on Monday, April 11th at 7:30 p.m. and the next P2T Board Meeting will be held on Monday, March 21st at 7:00 p.m. in West Point.

Lisa Christiansen adjourned the meeting at 9:01 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

Secretary, Board of Education

ATTEST:

President, Board of Education

Treasurer's Report

At the close of business March 31, 2022

Cash Balance on February 28, 2022 -16378.21

Receipts for March 2022

Burt County	\$	74,016.68
Other County	\$	5,027.62
State of NE - SPED	\$	46,363.00
St of NE Title	\$	51,011.00
Society of Science	\$	2,000.00
Library fees	\$	17.99
Computer repairs	\$	200.00
St of NE - Medicaid	\$	868.28
State Aid	\$	3,165.00
Misc.	\$	20.00
Interest	\$	0.04

Total Receipts	\$	182,689.61
Account Transfers	\$	297,000.00
Disbursements	\$	462,717.30

Cash Balance as of March 31, 2022	594.1
Outstanding Checks/deposits	\$ 880.73
Ending Bank Balance as of March 31, 2022	\$ 1,474.83

SAVINGS BALANCE Beginning: \$1,373,316.42 ENDING BALANCE \$1,032,300.06

Beth Doht

Treasurer

COMBINED ACCOUNT BALANCES
Depreciation, Employee Benefit Fund, Special Building, and Student Fee Fund
As of March 31, 2022

DEPRECIATION FUND

Balance \$112,924.76

EMPLOYEE BENEFIT FUND

Balance \$19,529.50

SPECIAL BUILDING FUND

Balance \$1,166,275.53

STUDENT FEE FUND

Balance \$0

TOTAL OF COMBINED ACCOUNTS \$1,298,729.79

GENERAL REIMBURSEMENT FUND

Checking account \$6,054.87

ACTIVITY FUND

Balance \$96,860.11

COOPERATIVE FUND

Balance \$265.00

Treasurer's Report
LUNCH FUND
At the close of Business March 31, 2022

Cash Balance February 28, 2022	\$44,902.19
Receipts for March	\$28,639.62
Disbursements for March	\$26,160.32
Cash Balance March 31, 2022	\$47,381.49
Ending Bank Balance March 31, 2022	\$47,381.49

Expenditures for April

Payroll	\$11,921.22
Accounts Payable	\$14,250.10
Total	\$26,171.32

Check #	Vendor Name	Invoice	Description	Amount
Checking	1			
Checking	1 Fund: 01	GENERAL FUND		
26104	ACTIVITY FUND	20220407CHEE R	STAFF APPRECIATION	70.00
			Vendor Total:	70.00
26105	ADVANCED WATER COMPANY, INC	3423	BOILER TREATMENT	687.50
			Vendor Total:	687.50
26106	AMAZON	767755693683	EXERCISE BALLS	96.77
26106	AMAZON	866345863568	LAMINATING POUCHES	20.99
26106	AMAZON	953746737698	KEYBOARD STAND	159.95
26106	AMAZON	959656757338	MEDICAL GLOVES	50.99
26106	AMAZON	979884589436	MOSQUITO NETTING	20.98
			Vendor Total:	349.68
26107	ANDERSON, KEVIN	20220308ANDK EV	SWITCHES-AG	39.88
			Vendor Total:	39.88
26108	APPEARA	0738850	SUPPLIES	69.49
26108	APPEARA	0740891	SUPPLIES	192.81
26108	APPEARA	0742990	SUPPLIES	69.49
			Vendor Total:	331.79
26109	ASI	172430	SECURITY MONITORING	75.00
			Vendor Total:	75.00
26110	BANCROFT-ROSALIE SCHOOLS	20220321BR	TC THUNDER EXPENSES	1,869.49
			Vendor Total:	1,869.49
26111	BEAUDETTE, LINDSEY	20220331BEAU LIN	TRAVEL EXP	353.15
			Vendor Total:	353.15
26112	BISHOP BUSINESS	586684	SUBSCRIPTION LICENSES	1,348.00
			Vendor Total:	1,348.00
26113	BOILER ROOM SERVICES	5790	BOILER REPAIR	4,465.00
26113	BOILER ROOM SERVICES	5791	BOILER REPAIR	720.00
			Vendor Total:	5,185.00
26114	BROKAW, MELISSA	20220331BROK MEL	TRAVEL EXP	28.97
			Vendor Total:	28.97
26115	BURT COUNTY CLERK	20220315BURT CO	ELECTION COSTS	4,962.50
			Vendor Total:	4,962.50
26116	CITY OF LYONS	20220310CITY	UTILITIES	9,208.39
			Vendor Total:	9,208.39
26117	CLASSIC CLEAN CARWASH	20220331CLCL EAN	VAN WASHES	28.00
			Vendor Total:	28.00
26118	CNA AUTO SERVICES	64807	GRAY VAN TIRE REPAIR	15.23
26118	CNA AUTO SERVICES	64821	DIESEL EXHAUST FLUID	31.08
26118	CNA AUTO SERVICES	64831	SILVER MINI WIRING REPAIR	90.32
26118	CNA AUTO SERVICES	64909	BUS #5 AIR LEAK REPAIR	328.18
26118	CNA AUTO SERVICES	64915	VAN 2 TIRE SENSOR	122.27
26118	CNA AUTO SERVICES	64970	GRAY VAN SERVICE	57.77
			Vendor Total:	644.85
26119	COMFORT INN	20220318SPEE CH	SPEECH/MUSIC ROOMS	791.80
			Vendor Total:	791.80
26120	CUMING COUNTY CLERK	6773	ELECTION COSTS	4.24
			Vendor Total:	4.24
26121	DECKER EQUIPMENT	421081A	TRAFFIC CONES	77.36
			Vendor Total:	77.36
26122	DIGITAL DOT SYSTEMS, INC.	32465	COMPUTER REPAIR	500.00

Check #	Vendor Name	Invoice	Description	Amount
			Vendor Total:	500.00
26123	DOHT, ELIZABETH	20220329DOHT	MILEAGE	191.67
			Vendor Total:	191.67
26124	DPA TRUCK & EQUIPMENT SALES	11061	DIAGNOSTIC FEE	115.00
			Vendor Total:	115.00
26125	EAKES OFFICE SOLUTIONS	INV348973	WORKROOM COPIES	1,619.95
			Vendor Total:	1,619.95
26126	EDUCATIONAL SERVICE UNIT #2	PD0321-04	POLICIES AND PROC-BT, JH	20.00
26126	EDUCATIONAL SERVICE UNIT #2	SUBHUB 22MARCH	SUBHUB	140.00
			Vendor Total:	160.00
26127	FIRST NATIONAL BANK OMAHA	20220331FNBO	GAS, STATE BB ROOMS, SUPPLIES, G-VOICE	334.96
			Vendor Total:	334.96
26128	FRANCISCAN HEALTHCARE	20220331FRAN S	PT SERVICES	2,399.45
			Vendor Total:	2,399.45
26129	GENERAL REIMBURSEMENT FUND	20220331GEN	STATE MEALS	150.00
			Vendor Total:	150.00
26130	HOLIDAY INN-KEARNEY	86430,86432	SCIENCE/AG FAIR	664.80
			Vendor Total:	664.80
26131	HOME DEPOT PRO, THE	573698379	SUPPLIES	132.96
26131	HOME DEPOT PRO, THE	672901188	SUPPLIES	80.70
26131	HOME DEPOT PRO, THE	6731755568	SUPPLIES	211.72
26131	HOME DEPOT PRO, THE	674484340	SUPPLIES	62.40
26131	HOME DEPOT PRO, THE	675265623	SUPPLIES	35.04
26131	HOME DEPOT PRO, THE	675265631	SUPPLIES	68.46
26131	HOME DEPOT PRO, THE	676300817	SUPPLIES	13.23
			Vendor Total:	604.51
26132	INNOVATIVE OFFICE SOLUTIONS	0253355	HIGH JUMP MAT	4,500.00
			Vendor Total:	4,500.00
26133	INSTRUMENTALIST AWARDS LLC, THE	20220331INST RUM	AWARDS	146.00
			Vendor Total:	146.00
26134	J W PEPPER & SONS, INC	364164845	MUSIC	89.39
			Vendor Total:	89.39
26135	JENSEN PLUMBING & HEATING	20220131JEN	CHANGE GAS REGULATORS	933.47
26135	JENSEN PLUMBING & HEATING	20220308JENS	REPAIR ROOFTOP UNIT	792.19
			Vendor Total:	1,725.66
26136	JOSTENS INC	28010901	DIPLOMA COVERS	189.89
			Vendor Total:	189.89
26137	KANSAS TURNPIKE AUTHORITY	167398627036 30	TOLL	20.00
			Vendor Total:	20.00
26138	KB'S MINI MART, INC.	20220401KBS	GAS/FUEL	4,580.89
			Vendor Total:	4,580.89
26139	KSB SCHOOL LAW	11739	LEGAL SERVICES	232.00
			Vendor Total:	232.00
26140	LARSON, KENDRA	20220331BODK EN	GAS	42.45
			Vendor Total:	42.45
26141	LOU'S SPORTING GOODS	ATF740085- AK02	HIGH JUMP EQUIP	857.16
			Vendor Total:	857.16
26142	LYONS COMMUNITY CLUB/FOUNDATION	20220401COMC LUB	MEMBERSHIP	200.00
			Vendor Total:	200.00
26143	LYONS MIRROR SUN	207346	NOTICES	237.11

Check #	Vendor Name	Invoice	Description	Amount
26143	LYONS MIRROR SUN	208276	NOTICES	13.95
26143	LYONS MIRROR SUN	209094	NOTICES	75.15
26143	LYONS MIRROR SUN	209284	NOTICES	41.85
			Vendor Total:	368.06
26144	MATHESON TRI-GAS, INC	51935998	AG SUPPLIES	408.66
			Vendor Total:	408.66
26145	MIDAMERICAN BOOKS	549515	BOOKS	704.77
			Vendor Total:	704.77
26146	N A S B	INV-10055-K5J7R9	NAEP STATE CONV	105.00
26146	N A S B	INV-10201-F4N4L2	WORKSHOP-JV	65.00
			Vendor Total:	170.00
26147	NASCO	240319	AG SUPPLIES	48.45
			Vendor Total:	48.45
26148	NE STATE FIRE MARSHAL/BOILER INSPECTION PROGRAM	123817	BOILER CERTS	108.00
			Vendor Total:	108.00
26149	NEBRASKA SAFETY CENTER	57-9783	LEVEL 1 CLASS-3 HR - LISA S	125.00
			Vendor Total:	125.00
26150	NETA	381501	SPRING CONF	903.00
			Vendor Total:	903.00
26151	NSAA DISTRICT 2	20220401DIST 2	ENTRY FEES	250.00
			Vendor Total:	250.00
26152	OAKLAND LUMBER LLC	3697	SUPPLIES	382.18
26152	OAKLAND LUMBER LLC	3699	CEILING TILE	137.57
			Vendor Total:	519.75
26153	ONE SOURCE	PLUS1726-20220331	BACKGROUND CHECKS	165.00
			Vendor Total:	165.00
26154	OPC DIRECT.	1074070CR	CREDIT ON RETURNS	(211.64)
26154	OPC DIRECT.	1075773	PAPER TOWELS	340.88
			Vendor Total:	129.24
26155	PENDER PUBLIC SCHOOL	20220401PEND ER	GIRLS GOLF EXP	2,002.89
			Vendor Total:	2,002.89
26156	PITNEY BOWES INC	202204001PIT NEY	POSTAGE	300.00
			Vendor Total:	300.00
26157	QUILL CORPORATION	23368156	TONER	92.99
26157	QUILL CORPORATION	23887947	TONER	113.99
			Vendor Total:	206.98
26158	RALSTON PUBLIC SCHOOL	20220327RALSTON	HEARING PROGRAM	1,362.90
			Vendor Total:	1,362.90
26159	RAMADA MIDTOWN CONFERENCE CENTER	20220330RAMA	NAEP CONF	92.95
			Vendor Total:	92.95
26160	S&S LAWN CARE, LLC	7464	SNOW REMOVAL	120.00
			Vendor Total:	120.00
26161	SCOTT'S HARDWARE	233905	HOSE	31.99
26161	SCOTT'S HARDWARE	234210	SUPPLIES	23.60
			Vendor Total:	55.59
26162	SEAGREN, JANELLE	20220317SEAG	MILEAGE	110.57
			Vendor Total:	110.57
26163	SECTORNOW, LLC	1858	WEB HOSTING	100.00
26163	SECTORNOW, LLC	1869	TOUCHSCREEN SOFTWARE ANNUAL FEE	1,250.00
			Vendor Total:	1,350.00

Check #	Vendor Name	Invoice	Description	Amount
26164	SIoux CITY MERCY MEDICAL CLINIC - PP	20220214MERC Y	DRIVER PHYSICALS- BO, GL	200.00
				Vendor Total: 200.00
26165	STEINY'S GENERAL STORE	20220401STEI N	SUPPLIES	328.27
				Vendor Total: 328.27
26166	UNIVERSITY OF NEBRASKA-LINCOLN	20220322UNL	REGISTRATIONS	158.00
				Vendor Total: 158.00
26167	US BANK EQUIPMENT FINANCE	468541370	COPIER LEASE	415.79
				Vendor Total: 415.79
26168	VONSEGGERN, VANESSA	20220318VV	GAS	57.73
				Vendor Total: 57.73
26169	WASTE CONNECTIONS OF NE, INC.	6238306T054	TRASH REMOVAL	582.25
				Vendor Total: 582.25
26170	WAUSA PUBLIC SCHOOLS	20220321WASA U	DISTRICT SPEECH	235.82
				Vendor Total: 235.82
26171	WAYNE STATE COLLEGE	20220328WSC	NJAS SCIENCE FAIR	489.20
				Vendor Total: 489.20
26172	WEST POINT NEWS	782606	ADS	145.75
				Vendor Total: 145.75
26173	WINNELSON	37392101	SUPPLIES	97.05
				Vendor Total: 97.05
				Fund Total: 57,591.05
				Checking Account Total: 57,591.05

Checking 6
 Checking 6 Fund: 06 SCHOOL LUNCH FUND

9465	CASH-WA DISTRIBUTING	13286752	food	467.87
9465	CASH-WA DISTRIBUTING	13303206	food	909.50
9465	CASH-WA DISTRIBUTING	1332020550	food	1,252.75
9465	CASH-WA DISTRIBUTING	cm3217514	food	(25.85)
				Vendor Total: 2,604.27
9466	DIABLO PRODUCTS INC	2022-8676	supplies	272.44
				Vendor Total: 272.44
9467	HILAND DAIRY FOODS COMPANY LLC	0445575	food	303.74
9467	HILAND DAIRY FOODS COMPANY LLC	0445630	food	258.58
9467	HILAND DAIRY FOODS COMPANY LLC	0445736	food	425.08
9467	HILAND DAIRY FOODS COMPANY LLC	0445786	food	158.40
9467	HILAND DAIRY FOODS COMPANY LLC	0445787	food	320.74
9467	HILAND DAIRY FOODS COMPANY LLC	0445840	food	403.93
9467	HILAND DAIRY FOODS COMPANY LLC	0445881	food	307.89
9467	HILAND DAIRY FOODS COMPANY LLC	0445943	food	381.24
9467	HILAND DAIRY FOODS COMPANY LLC	0445991	food	412.97
				Vendor Total: 2,972.57
9468	LYONS SAVEMORE MARKET	04012022HLF	food	1,015.71
				Vendor Total: 1,015.71
9469	SYSCO FOOD SERVICES	16159223P	food	(24.63)
9469	SYSCO FOOD SERVICES	461196254	food	1,231.19
9469	SYSCO FOOD SERVICES	461208908	food	1,632.91
9469	SYSCO FOOD SERVICES	461223629	food	2,253.76
9469	SYSCO FOOD SERVICES	461239772	food	70.94
9469	SYSCO FOOD SERVICES	461239774	food	2,220.94
				Vendor Total: 7,385.11
				Fund Total: 14,250.10
				Checking Account Total: 14,250.10

Net Payroll	\$178,164.60
Employee Deductions	80,173.23
District SS/Medicare	19,364.98
District Health/Life/HSA	58,031.82
District Retirement	<u>23,982.75</u>
PAYROLL	\$359,717.38
ACCOUNTS PAYABLE	<u>\$ 57,591.05</u>
TOTAL GENERAL FUND EXPENDITURES	\$417,308.43
LUNCH FUND	\$ 26,171.32

Secretary, Board of Education

ATTEST:

President, Board of Education

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,500,000; PRESCRIBING THE FORM OF THE BONDS; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF THE TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND RELATED MATTERS.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF BURT COUNTY SCHOOL DISTRICT 0020 (LYONS-DECATUR NORTHEAST SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Burt County School District 0020 (Lyons-Decatur Northeast Schools) in the State of Nebraska (the “**District**”) hereby finds and determines as follows:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education and embracing territory having a population of more than 1,000 and less than 150,000 inhabitants.

(b) Pursuant to Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the Board has the authority, upon a majority vote of electors voting at a special election held on March 15, 2022 (the “**Election**”) to (1) issue negotiable bonds of the District for the purpose of paying the costs of additions, renovations and improvements to existing District buildings and facilities; and providing for the necessary furniture, equipment and apparatus for such buildings and facilities (collectively, the “**Project**”), and (2) levy an annual tax on the taxable value of all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds.

(c) Pursuant to a resolution adopted by the Board, at the Election, there was submitted to the electors of the District a proposition (the “**Proposition**”) for the issuance of bonds in an amount not to exceed \$21,500,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on such bonds as the same become due.

(d) Notice of the Election was published as provided by law, the Election was conducted as provided by law and the results of the Election were as follows:

Total Ballots Cast	828
Ballots cast in favor of bonds and tax	481
Ballots cast against bonds and tax	347

(e) The Board has duly canvassed the returns of the Election and hereby further finds and determines that a majority of all the qualified electors voting on the Proposition voted in favor of the issuance of such bonds and the levy and collection of taxes to pay the same.

(f) The District has not issued any of the bonds authorized at the Election.

(g) It is necessary, desirable, advisable and in the best interest of the District to authorize the issuance, sale and delivery of the bonds authorized at the Election pursuant to the Act, in one or more series,

in an aggregate stated principal amount not to exceed \$21,500,000 for the purposes of paying a portion of the costs of the Project, capitalized interest on the bonds, and the costs of issuing such bonds. Such bonds are expected to be issued in multiple series on different dates.

(h) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done in due form and time as required by law.

Section 2. (a) For the purpose of paying (1) the costs of the Project, (2) capitalized interest on the bonds described herein, and (3) the costs of issuing bonds as described herein, the issuance, sale and delivery of general obligation bonds of the District, in one or more series, is hereby authorized and directed in an aggregate stated principal amount not to exceed \$21,500,000 (the “**Bonds**”). The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount maturing in any one year, and shall be numbered from R-1 upward in the order of their issuance.

(b) The Superintendent of the District and President of the Board (each, an “**Authorized Officer**”) is hereby authorized and directed, in the exercise of his independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, for each series of the Bonds, (1) the date of original issue of each series of the Bonds, (2) the aggregate stated principal amount of each series of the Bonds to be issued (which shall in no event exceed the stated principal amount of \$21,500,000 in the aggregate), (3) the principal payment dates for the Bonds and the principal amount of Bonds to mature on each of such dates, (4) the date of final maturity of the Bonds, which shall in no event be later than December 31, 2054, (5) the date or dates upon which each series of the Bonds shall be sold, (6) the rate or rates of interest to be carried by each maturity of each series of the Bonds (which shall in no event result in a true interest cost exceeding 5.00% per annum for a series of the Bonds) and any original issue premium or discount, (7) the method by which such rate or rates of interest shall be calculated and the interest payment dates and record date for the Bonds, (8) whether or not the Bonds shall be subject to redemption prior to their stated maturity and, if subject to such prior redemption, (A) the provisions and procedures governing such prior redemption, (B) the nature of any notice to be given in the event of any such prior redemption, (C) the redemption price or prices payable upon such redemption (not to exceed 104%) and (D) the respective periods in which each redemption price shall be payable, (9) the amount and due date of each sinking fund installment for Bonds that are term Bonds, (10) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution, (11) the underwriting discount, not to exceed 0.60%, and the price at which the Bonds shall be sold to Piper Sandler & Co., as the original purchaser, (the “**Purchaser**”) at a price of not less than 98.00%, and (12) the form, contents, terms and provisions of the Bond Purchase Agreement and Registrar Agreement (each as hereinafter defined) and (13) the form and contents of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds.

(c) Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Registrar (hereinafter defined) by mailing a check or draft in the amount due for such interest on each interest payment date to the registered owner of each Bond, as of the record date for such interest payment date, to such owner’s registered address as shown on the books of registration required to be maintained pursuant to **Section 5**. Payment of the principal or redemption price of and interest on any Bond at maturity or earlier redemption shall be made upon presentation and surrender of such Bond as the same shall become due and payable at maturity, upon redemption or otherwise, in lawful money of the United States of America at the office of the Registrar. Notwithstanding the foregoing, Bonds issued in book-entry form shall be paid in accordance with **Section 2(d)**.

(d) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and Secretary. The Bonds shall initially be issued in book-entry form only using the

services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection such officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds in book entry-form, the following provisions shall apply:

(1) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(2) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the District and the Registrar to do so, the District and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(3) Subject to any operational requirements of the Depository, if the District determines that it is desirable that certificates representing the Bonds be delivered to the Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the District and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(4) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(5) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee;

(B) any persons, upon (i) the resignation of the Depository from its functions as depository or (ii) termination of the use of the Depository pursuant to this **Section 2**.

(6) In the event of any partial redemption of a Bond, unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this **Section 2**, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by the manual or facsimile signatures of the President and Secretary, for issuance upon transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of bonds shall be insufficient to meet the requirements of the District and Registrar for issuance of replacement bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bonds and to direct their execution by the manual or facsimile signature of its then duly qualified and acting President and Secretary. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Certificate of Authentication thereon shall have been duly executed by the Registrar. Certificates of Authentication on different Bonds need not be signed by the same representative. The executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(e) Any Bond issued upon transfer or exchange thereof shall be dated as of the date of original issue of such Bond or the interest payment date six months preceding the interest payment date next following the date of registration thereof in the office of the Registrar, as shall be appropriate, unless such date of registration shall be an interest payment date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond issued in lieu thereof may be dated as of the date to which interest has been paid in full on such surrendered Bond; and provided further, that if the date of registration shall be prior to the first interest payment date, such Bond shall be dated as of the date of original issue thereof. The Bonds shall bear interest from the date of original issue thereof.

(f) When any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease from and after the date specified for the redemption thereof.

(g) Both the principal of and interest on the Bonds shall be payable at the office of the Registrar in any coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts.

(h) If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, then the date for such

payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

(i) An Authorized Officer, in her or his discretion, may authorize the printing of CUSIP identification numbers on the Bonds. In the event such numbers are imprinted on the Bonds, no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is imprinted, and no liability shall be attached to the District, or to any officer or agent thereof, including the Registrar, by reason of such numbers or any use made thereof, including any use thereof made by the District, any such officer, the Registrar, or by reason of any inaccuracy, error or omission with respect thereto or in such use.

(j) The Bonds, registration provisions, form of authentication and form of assignment pertaining thereto shall be substantially in the forms set forth below with such changes as may be determined upon by an Authorized Officer and such other necessary or appropriate variations, omissions and insertions as are incidental to numbering, denominations, interest rate or rates, registration provisions, redemption provisions and other details thereof or as are otherwise permitted or required by law or this Resolution.

(k) In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the record date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

(l) The Bonds shall be in substantially the following form:

[FORM OF BONDS]

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF BURT

GENERAL OBLIGATION BOND, SERIES 2022
OF BURT COUNTY SCHOOL DISTRICT 0020 (LYONS-DECATUR NORTHEAST SCHOOLS)

No. R- _____ \$

Interest Rate Maturity Date Date of Original Issue CUSIP
% , 20__ , 2022

Registered Owner: Cede & Co.
13-2555119

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That Burt County School District 0020 (Lyons-Decatur Northeast Schools), in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue shown above or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on _____, 20__ and semiannually thereafter on _____ and _____ of each year (each, an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the principal corporate trust office of _____, the Paying Agent and Registrar in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, both principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by said District for the purpose of paying the costs of additions, renovations and improvements to existing District buildings and facilities; and providing for the necessary furniture, equipment and apparatus for such buildings and facilities under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to a special election duly held in the District and a resolution duly passed (the "Resolution") and proceedings duly and legally had by the President and Board of the District.

Any or all of the bonds are subject to redemption at the option of the District prior to the stated maturities thereof, in whole or in part, at any time on or after _____, 20__, at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the Resolution authorizing said issue of bonds. Individual bonds shall be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar in _____, Nebraska, upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Board of Education where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen, and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes for the purpose of paying and sufficient to pay in full the principal of and interest on this bond and the bonds of this issue as and when such principal and interest respectively become due.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Board of Education of the District has caused this bond to be executed on behalf of the District with the facsimile signatures of the President and the Secretary of said Board, all as of the date of original issue shown above.

BURT COUNTY SCHOOL DISTRICT 0020,
IN THE STATE OF NEBRASKA

ATTEST: _____
(facsimile signature)
President

(facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Burt County School District 0020 (Lyons-Decatur Northeast Schools), in the State of Nebraska, as described in the foregoing bond.

_____,
NEBRASKA
Paying Agent and Registrar

By _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered

Owner as it appears upon the face of the within
Bond in every particular.

Medallion Signature Guarantee:

Section 3. The Board hereby represents, covenants, and warrants that it shall, for so long as any Bond remains outstanding, annually provide for the levy and collection of a tax in addition to all other taxes upon all of the taxable property in the District sufficient in rate and amount to pay the principal or redemption price of and interest on the Bonds as the same becomes due and payable.

Section 4. An Authorized Officer shall designate a bank or trust company to serve as the (a) paying agent for the payment of principal of and interest on the Bonds and (b) bond registrar with respect to the registration, transfer and exchange of Bonds (the “**Registrar**”). The District is authorized to enter into the Bond Registrar and Paying Agent Agreement (the “**Registrar Agreement**”) dated the date of its execution and delivery for each series of Bonds between the District and the Paying Agent in substantially the form determined by an Authorized Officer in accordance with the provisions of **Section 2(b)** (a copy of which shall be filed in the records of the District). An Authorized Officer is authorized to execute the Registrar Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the District.

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the United States of America or of the State of Nebraska, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith.

Section 5. As long as any of the Bonds remain outstanding, the District shall maintain and keep at the office of the Registrar an office or agency for the payment of the principal or redemption price of and interest on the Bonds, and for the registration and transfer of the Bonds, and shall also keep at such office of the Registrar books for such registration and transfer.

Upon surrender for transfer of any fully registered Bond at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee(s), one or more fully registered Bonds of any authorized denominations and of a like aggregate principal amount, interest rate and maturity.

Except as the right of exchange may be limited by an Authorized Officer, Bonds may, upon surrender thereof at the office of the Registrar, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate of any authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the District shall execute and the Registrar shall deliver Bonds in accordance with the provisions of this Resolution. For every such exchange or transfer of Bonds, whether temporary or definitive, the District or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge

required to be paid with respect to such exchange or transfer, which sum(s) shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The District shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The District and the Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of or on account of the principal or redemption price of and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum(s) so paid.

Section 6. (a) An Authorized Officer is hereby authorized to enter into the Bond Purchase Agreement between the District and the Purchaser under which the District agrees to sell the Bonds to the Purchaser, upon the terms and conditions set forth therein and with such changes therein as shall be approved by an Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the District, such officer's signature thereon being conclusive evidence of his or her approval thereof (the "**Bond Purchase Agreement**"). An Authorized Officer shall be responsible for delivery of the Bonds and for all other ministerial acts relating to the Bonds. Each Authorized Officer and all other officers of the Board are hereby authorized to take all actions subsequent to the sale of the Bonds in accordance with the provisions of this Resolution as may be required for the delivery of the Bonds to the Purchaser thereof. Such officials are hereby authorized to execute such orders, certificates, receipts and other documents as may be necessary or desirable for delivery and to receive the purchase price for the Bonds.

(b) The proceeds received from the sale of the Bonds, including the accrued interest thereon, if any, on the Bonds from the date of original issuance thereof to the date of delivery and payment therefor, shall be received by an Authorized Officer, who shall deposit the proceeds thereof into the "Construction Fund," which is hereby established and created. Amounts on deposit in the "Construction Fund" shall be expended from time to time in order to pay costs and expenses incurred by the District in connection with the Project, which may include costs of issuance of the Bonds.

Section 7. The District's obligations under this Resolution shall be fully discharged and satisfied as to any Bond authorized and issued hereunder, and such Bond shall no longer be deemed outstanding hereunder when payment of the principal or redemption price thereof and accrued interest thereon to the date of maturity or redemption (a) shall have been made, or caused to have been made, in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment of such Bond (1) sufficient money to make such payments; or (2) direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (herein referred to as "**Government Obligations**"), in such amounts and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payments, and such Bond shall thereupon cease to draw interest from the date fixed for its redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that with respect to any Bond called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If money or Government Obligations shall have been deposited in accordance with the terms hereof with the Registrar or escrow agent in trust for that purpose sufficient to pay the principal or redemption price of or interest on any Bond to the date of maturity or redemption, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and such Bond

shall no longer be considered outstanding.

Section 8. The preparation, use, distribution and delivery of a Preliminary Official Statement and an Official Statement or other offering materials of the District in such forms and of such contents as an Authorized Officer shall, in the exercise of her or his independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds is hereby in all respects, authorized, directed, adopted, specified, accepted, ratified, approved and confirmed. An Authorized Officer shall deem any such offering materials as final for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

Section 9. The District hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the District and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District, including without limitation the expenditure of funds and the selection, appointment and employment of bond counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, are in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 11. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with bond counsel, the Purchaser of the Bonds and its or their counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, any Preliminary Official Statement and any Official Statement and other offering materials of the District used in connection with issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs each Authorized Officer the right, power and authority to exercise her or his independent judgment and absolute discretion in (1) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the District and the authorization, approval and ratification by the District of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 12. (a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from gross income of the interest on the Bonds. The District will also adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future laws, in order to ensure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the District.

(b) The District covenants that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (2) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

(c) The District covenants that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code and any United States Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America, the required amounts of arbitrage rebate at the times and in the amounts specified in the Federal Tax Certificate executed and delivered by the District in connection with the issuance of the Bonds (the “**Tax Certificate**”). The Tax Certificate may be amended or replaced if, in the opinion of nationally recognized bond counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Bond.

(d) The District covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause the Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any non-governmental entity.

Section 13. Rebate Account. To ensure proper compliance with the tax covenants contained in **Section 12**, the District shall establish and an Authorized Officer shall maintain one or more accounts separate from any other fund or account established and maintained hereunder appropriately designated as the 2022 Rebate Account. All money at any time deposited in any Rebate Account in accordance with the provisions of a Tax Certificate shall be held for the account of the District in trust for payment to the federal government of the United States of America, and neither the District nor any registered owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in any Rebate Account shall be governed hereby and by the related Tax Certificate. The District shall invest all amounts held in any Rebate Account in accordance with the related Tax Certificate. Money shall not be transferred from a Rebate Account except in accordance with the related Tax Certificate.

Section 14. Bond Insurance Policy. In connection with the pricing and sale of each series of the Bonds and at any time precedent thereto, each Authorized Officer of the District is authorized to evaluate the benefits for the District of obtaining bond insurance from Assured Guaranty Municipal Corp. (“**AGM**”) for the payment of a series of the Bonds (“**Bond Insurance**”). Each Authorized Officer is hereby authorized to determine whether to obtain Bond Insurance in connection with the issuance and sale of each series of the Bonds. If an Authorized Officer determines it is in the best interest of the District to obtain Bond Insurance with respect to a series of Bonds, the terms and provisions regarding Bond Insurance attached hereto as **Exhibit “A”** (the “**Bond Insurance Provisions**”) shall control and govern with respect to such

series of Bonds and shall supersede the terms and provisions of this Resolution to the extent of any conflict between such terms and this Resolution. The Authorized Officers are hereby authorized to modify or adjust the Bond Insurance Provisions to the extent determined necessary or appropriate, and Authorized Officers shall execute one or more certificates, instruments, agreements or documents to fix, establish and implement the Bond Insurance and the terms of the Bond Insurance and the Bond Insurance Provisions shall have the same effectiveness applicable to the District and the Bonds as if set forth in this Resolution.

Section 15. The Secretary is directed to make and certify transcripts of the proceedings of the District precedent to the issuance of such Bonds, a copy of which shall be delivered to the Purchaser.

Section 16. (a) If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the registered owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

(b) If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 17. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the District when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 18. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized, the policy and procedures attached hereto as **Exhibit "B"** (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 19. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND ADOPTED: April 11, 2022

**BURT COUNTY SCHOOL DISTRICT 0020
(LYONS-DECATUR NORTHEAST SCHOOLS),
IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
President

By: _____
Secretary

EXHIBIT A

Provisions Relating to Bond Insurance

Notwithstanding anything in the Bond Resolution to the contrary:

(a) **“Insurer”** shall be defined as follows: “Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof”. **“Policy”** shall be defined as follows: “the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due”. Other capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Resolution adopted by the Board of Education of the District on April 11, 2022, authorizing the issuance of not to exceed \$21,500,000 General Obligation Bonds by the District (the **“Bond Resolution”**).

(b) The Insurer shall be deemed to be the sole holder of the District’s \$_____ General Obligation Bonds, Series 20___, dated _____, 20___ (the **“Bonds”**) for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds are entitled to take pursuant to the Bond Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of the Bond Resolution and each Bond, the Registrar and each holder of the Bonds appoint the Insurer as their agent and attorney-in-fact with respect to the Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an **“Insolvency Proceeding”**) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a **“Claim”**), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each holder of the Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each holder of the Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the holders shall expressly include mandamus.

(c) The maturity of the Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the District) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer’s obligations under the Policy with respect to such Bonds shall be fully discharged.

(d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(e) The Insurer is a third party beneficiary to the Bond Resolution.

(f) Any amendment, supplement, modification to, or waiver of, the Bond Resolution or any other transaction document, including any underlying security agreement (each a **“Related**

Document”), that requires the consent of holders or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(g) The rights granted to the Insurer under the Bond Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders or any other person is required in addition to the consent of the Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Bonds, the District shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer (“**Accountant**”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (“**Verification**”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer “Outstanding” under the Bond Resolution and (iv) a certificate of discharge of the Registrar with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the District, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed “Outstanding” under the Bond Resolution unless and until they are in fact paid and retired or the above criteria are met.

(i) Amounts paid by the Insurer under the Policy shall not be deemed paid for purposes of the Bond Resolution and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the District in accordance with the Bond Resolution. The Bond Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(j) Claims Upon the Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“**Payment Date**”) there is not on deposit with the Registrar, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the “**Insurer’s Fiscal Agent**”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount

available to pay the principal of and interest on the Bonds due on such Payment Date, the Registrar shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Registrar shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current holder of the Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the District on any Bond or the subrogation rights of the Insurer.

The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar.

Upon payment of a claim under the Policy, the Registrar shall establish a separate special purpose trust account for the benefit of holders of the Bonds referred to herein as the "**Policy Payments Account**" and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Policy in trust on behalf of holders of the Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to holders of the Bonds in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "**Insurer Advances**"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "**Insurer Reimbursement Amounts**"). "**Late Payment Rate**" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(k) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the District to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(l) The District shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Bond Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Bond Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Bond Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution or any other Related Document.

(m) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Bond Resolution, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Policy) or a claim upon the Policy.

(n) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. _____, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(o) The Insurer shall be provided with the following information by the District or the Registrar, as the case may be:

- (i) Annual audited financial statements within 180 days after the end of the District’s fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Bond Resolution), and the District’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
- (ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Maximum Required Reserve and (ii) withdrawals in connection with a refunding of Bonds;
- (iii) Notice of any default known to the Registrar or District within five Business Days after knowledge thereof;

- (iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) Notice of the resignation or removal of the Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any Insolvency Proceeding;
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to holders of the Bonds under the terms of the Related Documents.

In addition, to the extent that the District has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(p) The Insurer shall have the right to receive such additional information as it may reasonably request.

(q) The District will permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.

(r) The Registrar shall notify the Insurer of any failure of the District to provide notices, certificates and other information under the transaction documents.

(s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Bond Resolution would adversely affect the security for the Bonds or the rights of the holders of the Bonds, the Registrar shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Policy.

(t) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

EXHIBIT B

Policy and Procedures Federal Tax Law and Disclosure Requirements for Tax-exempt Bonds

ISSUER NAME: **Burt County School District 0020 (Lyons-Decatur Northeast Schools)**

COMPLIANCE OFFICER (BY TITLE): **Superintendent of Schools**

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, and (b) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):

- i. covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - ii. Form 8038 series filed with the Internal Revenue Service;
 - iii. tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - iv. covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - v. any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - vi. any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

Resolution Dissolving Cooperative Sponsorship Agreement for Girls Golf

Whereas, the school districts of Lyons-Decatur Northeast, Bancroft-Rosalie, and Pender have a two year cooperative agreement for high school girls golf.

Whereas, in order to withdraw from the cooperative due to lack of participants.

Now, therefore, be it resolved by the school board of school district No. 11-0020, as follows:

1. That the cooperative agreement for high school girls golf be dissolved for the 2022-2023 school year; and
2. That this resolution shall be effective only if a similar dissolution action is also taken by the governing body of Bancroft-Rosalie Public Schools and Pender Public Schools.

The motion for adoption of the foregoing resolution was duly made by Board Member _____, seconded by Board Member _____ and upon being taken, the following voted in favor thereof: _____; and the following voted against the same: _____.

Whereupon said resolution was declared duly passed and adopted.

_____ President, Board of Education

_____ Superintendent

Appendix "1" to Option Enrollment Policy

The following Appendix "1" to Policy 1511 for the 2022-2023 School Year. The Board of Education hereby sets forth the maximum number of option students for the 2022-2023 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has "0" as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity. The Board gives the Superintendent permission to alter decisions based upon special circumstances within each program, class, or grade level.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	20	15	5
First	20	16	4
Second	20	17	3
Third	20	19	1
Fourth	20	21	0
Fifth	20	14	6
Building Capacity, Elementary	120	102	18
Level I Elementary Special Education	20		
Level II & III Elementary Special Education	0		0
Sixth	20	22	0
Seventh	25	19	6
Eighth	25	22	3
Building Capacity, Middle School	70	63	7
Level I Middle School Special Education	10		
Level II & III Middle School Special Education	0		0
Ninth	25	20	5
Tenth	25	23	2
Eleventh	25	27	0
Twelfth	25	16	9
Building Capacity, High School	100	86	14
Level I High School Special Education	15		
Level II & III High School Special Education	0		0

Updated: April 11, 2022

LYONS-DECATUR NORTHEAST SECONDARY COURSE SCHEDULE 2022-2023

	Updated 04/6/2023	8:15 - 9:02	9:05-9:52	9:55-10:42	10:45-11:32	11:35-12:22	12:05 - 12:52	12:55 - 1:42	1:45-2:32	2:35-2:53	2:56-3:43
		1	2	3	4	5A (11:32-12:02) 7th/8th-	5B (12:22-12:52)	6	7	Home Room	8
Lang. Arts	Patterson, Braska Room 109	JH READING/ WRITING	ENGLISH 12 (\$)	ENGLISH 10	ENGLISH 11	PREP	LUNCH	SPEECH ? (P2T?)	ENGLISH 9		Journalism
	Okereke, Elizabeth Room 111	JH READING/WRITING	PREP	JH ENGLISH 8	JH ENGLISH 7	SPANISH I	LUNCH	SPANISH II	SPANISH I		SPANISH 3/4
Math	Knaak, Bruce Room 304	AD	Algebra II	Math I/ Geometry	GEOMETRY	Prep	LUNCH	ALGEBRA I	ADVANCED MATH		AD
	Soyde, Megan Room 301	Prep	STANDARDS MATH	ALGEBRA I	MATH II	LUNCH	JH MATH 7	PRE-ALGEBRA	CONSUMER MATH		JH STUDY HALL
Science	Timm, Paul Room 107	Biology	PREP	APPLIED SCIENCE	EARTH & SPACE SCIENCE 8	Biology	LUNCH	SCIENCE 7	Human Anatomy (1st) Human Physiology (2nd)		ENTEMOLOGY (\$)
	Schuler, Kip Room 105	Para Professional		PHYSICS	Para Professional	CHEMISTRY	LUNCH	Physical Science	Para Professional		SCIENCE INQUIRY
History	Vrbka, Mason Room 108	MODERN PROBLEMS	WORLD HISTORY	JH WORLD HIST 7	World Problems 2nd-AMERICAN GOVERNMENT	LUNCH	JH AMERICAN HIST 8	GLOBAL STUDIES	AMERICAN HISTORY		PREP
	Mace, Katie Room 306	Weights	GUIDANCE CAREERS	GUIDANCE	PREP	GUIDANCE (11:44-12:10)	LUNCH	LUNCH DUTY (12:40-1:05)	Elementary Guidance Thursday Only	Elementary Guidance	Elementary Guidance
	CAREERS GUIDANCE		GUIDANCE					Elementary Guidance Tuesday and Friday	Elementary Guidance	Elementary Guidance	
Career	Anderson, Kevin AG Room	Y1-WELDING/PST FUNDAMENTALS	JH AG/IT 8	PREP	Agriscience	Natural Resources (JR)	LUNCH	AGRIBUSINESS	PLANT SCIENCE (SO)		Leadership
		Y2-METALS&FAB/POWER TECH	CAREERS 8	JH AG/IT 7		Food Science (J.R.)			ANIM AL BIOLOGY (SO)		Landscaping
	Seagren, Janelle Room 122	ACCOUNTING I & II	JH COMP. SKILLS 7	PREP	1st- PERSONAL FINANCE Intro to Business/ Accounting/ Entrepreneurship	ENTREPRENEURSHIP	LUNCH	APPLIED COMMUNICATIONNS	JH COMPUTER APPS (8th) JH COMPUTER APPS (7th)		GRAPHIC DESIGN
Music	Engel, Megan Room 121	H.S. Library Study Hall	PREP	ELEM MUSIC	Life Skills	LUNCH 11:44-12:14	ELEM MUSIC W/R/F	ELEM MUSIC	JH STUDY HALL in Loftis's Room/ ELL paperwork		SUB FOR COACH of JH SPORTS/ STUDY HALL
	Von Seggern, Vanessa Room 121	BAND / JH BAND	PREP	LESSONS	ELEMENTARY BAND 5/6	MUSIC APPRECIATION	LUNCH	MUSIC TECHNOLOGY	JH CHORUS		CHORUS
Art	Dmoski, Shannon Room 303		PREP	ELEMENTARY ART W/R/F Only	ART I, II, & III	ART I, II, & III	K-3 Art				
PE	Stemen, Aaron Gym	LIFETIME ACTIVITIES	P.E./HEALTH	ELEMENTARY PE		Personal Health & Physical Fitness	PREP	ELEMENTARY PE	JH PE		PREP
			P.E./HEALTH	ELEMENTARY PE 4/5/6	LUNCH 11:14-11:44	Personal Health & Physical Fitness	KINDERGARTEN PE T/W/F		PREP	JH SPORTS	
SPED	Hegge, Joni Room 208										
	Brokaw, Melissa Room 208										
Media	Counselors Distance Learning Room 110										
	Barber, Rebecca										
	JUNIOR HIGH	SOPHOMORES	JH Q1	JH Q2	SENIORS	ELEMENTARY	EVERY OTHER YEAR	S = DL SEND	\$ = COLLEGE CREDIT	EVERY OTHER DAY	SEMESTER CLASS
	FRESHMEN	JUNIORS	JH Q3	JH Q4	ELECTIVES	Online Offered from LDNE		R = DL RECEIVE			Semester Class

P2T
Computer Science, Health Science, Residential Construction & Education courses offered at 10:30-12:20 or 12:30--2:20.
 Please see Mr. Bellar for schedules.

Softball Cooperative with Tekamah-Herman
2022-2023 and 2023-2024

Purpose:

1. LDNE does not have enough softball players to have our own team.
2. TH is willing to enter into a cooperative with us to expand our the athletic opportunities for our students.

Terms:

Mascot – Tiger

Team Name – Tekamah-Herman

Host School – Tekamah-Herman

Colors – Purple and Gold

Allocation of Costs:

- I. Transportation to and from Tekamah-Herman for practices and games is LDNE's responsibility.
- II. Tekamah-Herman will provide transportation to away contests.
- III. Spectator buses will not be provided.
- IV. Tekamah-Herman will host all home activities – they will keep all revenue and pay all expenses.
- V. Tekamah-Herman will cover the costs for banquets and awards.
- VI. Tekamah-Herman will hire and pay the coaching staff.
- VII. Tekamah-Herman will keep all revenue and pay all expenses for hosting events.
- VIII. LDNE will provide 2 boxes of softballs each year.
- IX. Tekamah-Herman will hire and pay the staff.
- X. Other Expenses will be discussed as needed.

Allocation of Gate Receipts:

- I. All funds from the gate will go to Tekamah-Herman.

Resolution Approving Cooperative Sponsorship Agreement

Board Member _____ introduced the following resolution and moved its adoption:

Whereas, a proposed agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school softball program.

Whereas, a copy of the proposed draft is attached and incorporated for reference.

Now, therefore, be it resolved by the school board of school district 11-0020 as follows:

1. That the attached Cooperative Sponsorship Agreement do and hereby is approved;

2. That the President and Secretary are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and
3. That this resolution shall be effective only up the adoption of a similar resolution by the Governing Board or School Board of the cooperating school or school district.

The motion for adoption of the foregoing resolution was duly seconded by Board Member _____ and upon vote being taken thereon,

the following voted in favor thereof:

_____, _____, _____, _____, _____, _____,
_____, _____, _____.

And the following voted against the same:

_____, _____, _____, _____, _____, _____,
_____, _____, _____.

Whereupon said resolution was declared duly passed and adopted.

_____ President, Board of Education

_____ Secretary, Board of Education

[Close Window](#)

AGREEMENT FOR COOPERATIVE SPONSORSHIP:

Guidelines for Cooperative Sponsorships (PDF)

Is this a **NEW** Cooperative Sponsorship or a **RENEWAL** of an existing Cooperative Sponsorship?

NEW RENEWAL

This Agreement is made between/among the School Boards of:

School District No. 11, Tekamah-Herman, Nebraska and

School District No. 11, Lyons-Decatur Northeast, Nebraska.

The parties agree as follows:

1. **Joint Application.** The above-named governing boards shall jointly make an application to the Nebraska School Activities Association (NSAA) Board of Directors before (July 1 for fall activities, September 1 for winter activities or January 1 for spring activities) **2022**, for approval for cooperative sponsorship of a joint high school program.

Please check the activity or activities for which the above-named governing boards are applying for cooperative sponsorship.

FALL	<input type="checkbox"/> FB6	<input type="checkbox"/> FB8	<input type="checkbox"/> FB11	<input type="checkbox"/> VB	<input type="checkbox"/> BCC	<input type="checkbox"/> GCC	<input type="checkbox"/> GGO	<input type="checkbox"/> BTE	<input checked="" type="checkbox"/> SB	<input type="checkbox"/> UBO
WINTER	<input type="checkbox"/> BSW	<input type="checkbox"/> GSW	<input type="checkbox"/> WR	<input type="checkbox"/> WR_G	<input type="checkbox"/> BBB	<input type="checkbox"/> GBB	<input type="checkbox"/> BBO	<input type="checkbox"/> GBO	<input type="checkbox"/> PP	<input type="checkbox"/> SP
SPRING	<input type="checkbox"/> DE	<input type="checkbox"/> BA	<input type="checkbox"/> BTR	<input type="checkbox"/> GTR	<input type="checkbox"/> GTE	<input type="checkbox"/> BGO	<input type="checkbox"/> BSO	<input type="checkbox"/> GSO		
OTHER	<input type="checkbox"/> UTR	<input type="checkbox"/> VM	<input type="checkbox"/> IM							
	<input type="checkbox"/> JO									

hereinafter "combined program," for students attending the above-named schools for years:

- 2022-2023
- 2023-2024
- 2024-2025

(Check all school years to be covered. Cooperative Sponsorship Agreements must be for a minimum of two years.)

2. **Purpose.** The purposes for the above-named boards agreeing to apply for authority to cooperatively sponsor the combined program are as follows: (Specify conditions which have prompted the Boards to agree.)

- a. LDNE does not have enough softball players to have our own team.
- b. TH is willing to enter into a cooperative with LDNE to expand the athletic opportunities for LDNE students.
- c.
- d.

3. **Agreement to Cooperate.** If the joint application is approved by the NSAA Board of Directors, the above-named governing boards agree that they will cooperatively sponsor the combined program in the school years specified, provided that nothing in this provision shall be deemed to require that the governing boards offer that combined program at all in any particular year.

4. **Terms and Conditions of Cooperative Sponsorship.** Any combined program shall be cooperatively sponsored upon the following terms and conditions:

- a. **Team Name, Mascot and Team Colors.** The team shall be known as Tekamah-Herman (Name), (Mascot), with School District No. 11 serving as host school district. The team colors are .
- b. **Contracts.** Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts, shall be made by the governing board of School District No. 11, after consultation with the governing board of the cooperating school district. **In the event this co-op qualifies for reimbursement for any state championships, the check should be written to the head school.**
- c. **Allocation of Costs.** All costs of the combined program shall be allocated between/among the parties in the manner indicated below for each expenditure category listed:
 - I. Expenses for transportation, including daily transportation of participants to and from practice sessions and contests. (Specify method of allocation.)
 Transportation to and from Tekamah-Herman for practices and games is LDNE's responsibility.
 - II. Expenses for transportation to "away contests." (Specify method of allocation.)
 Tekamah-Herman will provide transportation to away contests.
 - III. Expenses for spectator buses. (Specify method of allocation.)
 Spectator buses will not be provided.
 - IV. Expenses for facilities, lights, heating, showers, towels, laundry, etc., of the host school, including maintenance of practice and competitive facilities. (Specify method of allocation.)
 Tekamah-Herman will host all home activities- they will keep all revenue and pay all expenses.
 - V. Expenses for banquets and awards. (Specify method of allocation.)
 Tekamah-Herman will cover the costs of banquets and awards.
 - VI. Expenses for scouting, coaches' meetings and workshops. (Specify method of allocation.)
 Tekamah-Herman will hire and pay the coaching staff.
 - VII. Expenses for payment of referees and other personnel necessary to stage the event. (Specify method of allocation.)
 Tekamah-Herman will keep all revenue and pay all expenses for hosting events.

VIII. Expenses for purchasing of supplies and equipment. (Specify method of allocation.)

LDNE will provide two boxes of softballs each year.

IX. Expenses for salary and fringe benefit costs for coaches and other activity personnel. (Specify method of allocation.)

Tekamah-Herman will hire and pay staff.

X. Other expenses. (Specify method of allocation.)

Other expenses will be discussed as needed.

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared EQUALLY between/among the cooperating parties.

d. Allocation of Gate Receipts. Funds from gate receipts shall be divided by the parties after payment of referees and other personnel in the following manner: (Specify method of allocation.)

All funds from the gate will go to Tekamah-Herman

In the event the gate receipts are insufficient to make the payments, the parties shall make up the difference in the following manner: (Specify method of allocation.)

e. Concessions. The provision of concessions at home contests shall be the responsibility of the home location school, and concession revenues shall not be covered by the provisions of this Agreement unless the parties specifically agree to the contrary herein.

f. Utilization of Resources. Personnel in charge of the program shall make every attempt to utilize the resources of each of the cooperating schools, such as equipment and uniforms.

g. Employment of Personnel.

I. The head coach of the combined program shall be employed by the school board of School District No. 11.

II. Other joint program personnel, if any, shall be employed as follows:

POSITION	EMPLOYER
Head Coach	Tekamah-Herman
Assistant Coach	Tekamah-Herman
Assistant Coach	Tekamah-Herman

III. Recommendations for employment of personnel by each board shall be in accordance with the board's policies.

IV. Coaches and other personnel employed by a school district shall meet applicable state requirements.

h. Control and Supervision of Programs and Participants. The control and supervision of a combined program, and of the behavior of student participants in the program, shall be the responsibility of the host school district.

The control and supervision of student participants while in transport to and from the host school district shall be the responsibility of the home school district.

5. **Interdistrict Advisory Board.** An Interdistrict Advisory Board may be formed from members of the schools to work on the improvement of the various co-sponsored programs.
6. **Resolution of Disputes.** Any disputes relating to this Agreement, or items in this Agreement requiring clarification, will be investigated by the school superintendents from each school, and they will present their findings and recommendations to their respective boards.
7. **Term, Dissolution.** The term of this Agreement shall be for school years and . The Agreement shall terminate at the end of the last school year specified, unless extended by mutual agreement. If the parties determine to extend the Agreement beyond the period specified, they agree to submit a "Cooperative Program Renewal Agreement" form to the NSAA Board of Directors prior to July 1 for fall activities, September 1 for winter activities and January 1 for spring activities, preceding the school year or season in which the co-op program is to be implemented. If the parties determine to dissolve the Agreement at an earlier date, they agree to submit a request in writing from both schools signed by the Superintendent and Board Chairperson prior to July 1 for fall activities, September 1 for winter activities, and January 1 for spring activities. If the early dissolution of the Agreement is not approved, the combined program must be offered cooperatively, or not at all, during the remaining terms of the Agreement.
8. **Liability Insurance.** Nothing contained in this Agreement shall relieve any party to this Agreement from liability for its negligence or that of its officer, agents and employees. Each party shall carry a minimum liability insurance limit in the amount of \$5,000,000 for any one liability occurrence and carry a minimum aggregate liability insurance limit of \$5,000,000 for any accumulation of separate liability occurrences that may occur during the insured policy period. The policy shall name the officers, agents and employees of the other party as named insured. Each party shall provide the other party with a certificate evidencing such insurance coverage.

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KAREN A. HAASE
STEVE WILLIAMS
BOBBY TRUHE



COADY H. PRUETT
JORDAN JOHNSON
SHARI RUSSELL, Paralegal

M E M O R A N D U M

The following is a description of the policies in the 5000 series. Many of the policies will apply without modification, but each one should be reviewed carefully to make sure that it conforms to the school district's practices.

Policy 5001. Compulsory Attendance and Excessive Absenteeism. This policy incorporates the statutory requirements regarding mandatory attendance age and discontinuing enrollment.

We have included two versions of this policy. The version labeled "traditional approach" includes the statutorily required elements of an attendance policy. It states when a student has excessive absences (defined in the policy as 5 unexcused absences in a quarter), the school must communicate with the persons who have legal or actual charge or control of the child, hold a meeting or meetings, and develop a "collaborative plan" to improve regular attendance. We have also included a sample collaborative plan.

The other version of the policy is labeled "nontraditional approach." We have been frustrated by the frequent amendments to 79-209 and have fielded many, many phone calls from school administrators who struggle to enforce student attendance requirements. We are very aware that student NeSA scores fall dramatically after as few as 10 absences per school year, so we understand that school boards are interested in encouraging consistent student attendance. Therefore the "nontraditional" policy takes a somewhat dramatic departure from the traditional approach to student attendance. We prepared it based on a review of the educational research on student attendance and truancy. As with all of the service policies, it is important that you customize this policy to reflect your school's unique circumstances and culture.

Regardless of the policy that your board adopts, state law requires that the policy be "developed and annually reviewed in collaboration with the county attorney of the county in which the principal office of the school district

is located.” We have prepared a sample county attorney letter to be used to document a district’s efforts to engage in the required collaboration.

Policy 5002. Admission of Students. This policy sets forth a list of the circumstances that permit a child to attend school. It also references the statutory restriction limiting public secondary education to persons 21 years of age and under, with the exception of participation in adult education classes or special education students who are finishing the school year in which they turn 21.

Policy 5002.01. Admission of Out-of-State Students. For schools which are close to Nebraska’s border with other states, you will want to review this revised policy carefully to be sure that it comports with what you want to do regarding this issue. Based on the requests of some clients who admit a lot of out-of-state students, we have added criteria for when students will and will not be admitted. As you can see, these criteria are fairly aggressive. Whatever your practice is, you should have an application and agreement for enrollment of these students consistent with your practices. Because practices vary so widely on this issue, we have not tried to set up a single application form.

Policy 5002.02. [Intentionally Left Blank]

Policy 5003. Admission of Part-Time Students. This policy defines the circumstances and requirements for a student to attend school on a part-time basis.

Policy 5004. Option Enrollment. This policy is based on the statute governing option enrollment and sets forth the standards for considering and accepting option students. We have included provisions that go beyond the statutory requirements but that we have found helpful (e.g., the authority to reject an applicant for false statements on the application form, dealing with late applications).

The statute requires school boards to have “specific” standards for acceptance or rejection for release of a resident or option student. We have attempted to add more specific standards for acceptance and rejection that are typical in option policies. We have also added some additional factors which are highlighted in green in the policy. Although we believe the option enrollment statutes permit the board to adopt additional standards, these highlighted standards have not been tested in a hearing before the State Board of Education. Before you deny an option application based on one of the factors highlighted in green, you should give one of us a call to visit about the specific facts of your situation.

School boards may no longer refuse to allow students to option out of the district when the application is submitted after March 15 based only on the fact that the application was submitted late. We have included standards for your board to consider in determining whether to reject applications to opt out of the district that are submitted after March 15. Please note that districts may still deny applications to opt into the school district after March 15 based only on the fact that the application was submitted late. We know from conversations with staff members at the Nebraska Department of Education that they would prefer schools not use the "late is late" approach to option applications. This policy requires you to choose between a factor-based approach or continuing with the "late is late" approach for students who want to option into your district (that portion of the policy is highlighted in yellow).

You must select one of the two options highlighted in yellow dealing with on late applications to opt out of the district. You should also discuss whether your board wants to adopt the standards that are highlighted in green.

Policy 5005. Transportation of Option Students. School districts are required to either provide transportation or pay mileage for option students who qualify for free (but not reduced) lunch. Districts are not required to provide transportation to other option students, but some boards do have a system for providing some option transportation.

The shortest version of policy 5005 states that the district does not provide transportation or pay mileage for option students unless required by law.

The second version of policy 5005 states that if an option student lives on an existing bus route, the district will allow the option student to board and ride the bus.

The longest version of policy 5005 is provided as an illustration of one way to provide option families with transportation without a major financial commitment by the district. This is an area where districts are highly individualized; if your district has a specific system that it uses to provide transportation to option students, please contact us for assistance in writing your practice into a lawful policy.

There are three options for this policy. Please select just one.

Policy 5006. Foreign Exchange Students. This policy sets forth considerations for determining whether to accept foreign exchange students.

Policy 5007. Enrollment of Expelled Students. This policy states the statutory prohibition against enrolling any student who is currently expelled from any other school, whether public or private, except by board action.

Policy 5008. Pregnant or Parenting Students. This policy outlines the state statutory requirements to accommodate pregnant or parenting students and to allow them to complete their high school education and participate in the district's programming to the maximum extent possible. These changes originated from LB 427, passed in 2017. Districts are required to ensure their policy aligns with a form policy adopted by NDE in December 2017. We will work with NDE to ensure this policy applies to its sample now and in the future. All districts must have this policy in place, aligned with NDE's form policy, no later than the 2018-2019 school year.

Policy 5009. Adult Education. This policy delegates to the superintendent the board's authority to offer adult education programs. Boards can approve the expenditures for these programs as they approve monthly claims or on any other as needed basis.

Policy 5010. Immunizations. This policy states the statutory requirements and exemptions regarding the immunization of students.

Policy 5011. Physical Examination and Visual Evaluation of Students. This policy states the statutory requirements and exemption regarding the requirement that students have a physical examination by a qualified health care provider.

Policy 5012. Testing and Assessment Program. This policy is a generic basic testing policy. It provides that the superintendent to report the results of that district-wide testing to the board of education in July of each year. If your district has adopted a policy that is more specific or if you do not report results in July, you should modify these policies to reflect your practice. Of course, if you would like us to review your modifications, we would be happy to do so.

Policy 5013. [Intentionally Left Blank]

Policy 5014. Homeless Students. This policy deals with enrollment of homeless students. The federal McKinney-Vento Homeless Assistance Act created very detailed obligations for school districts regarding the enrollment and education of students who are deemed to be homeless. These have been updated by the Every Student Succeeds Act, which replaced No Child Left Behind. We have worked with NDE to create and obtain their approval on this

policy. NDE reviews this policy as part of its Title I audit process, and we expect that to continue. As of March 2017, this policy has been given approval by NDE's Homeless Student representatives. This should help avoid any finding in your review.

The policy generally provides for the appointment of a "liaison" for the homeless students in your district, and that person is responsible for working with the family or student to comply with the policy and the law. The board gets to select the position (*e.g.*, guidance counselor or principal) that will serve as the liaison. Since the liaison must generally serve as an advocate for the student, your board may want to consider not appointing the superintendent. In the most recent revisions to this policy, the federal government has directed states to ensure that the duties of the liaison are included in the policy. We have added those, including an obligation to seek training for that person. Prior to amending this policy, you should consult with one of us to ensure your proposed changes will not create inconsistencies with what NDE expects to be in the policy.

Policy 5015. Protection of Pupil Rights. This policy is required by the federal Protection of Pupil Rights Amendment (PPRA).

Policy 5016. Student Records. The Family Education Records Privacy Act (FERPA) defines student records as those records "maintained" by the school district. The increasing digitization of student data has led to legal disputes between schools and parents in other states when parents claim that every e-mail, word processing file, and Google calendar entry about a student are student records because they are "maintained" on the school's computer systems. Even more concerning if a student is verified to receive special education services, the school district must provide notice to the special education parent before destroying records that are "maintained" by the school.

The cases have demonstrated that it is in school districts' interest to have a very clear definition of what records they "maintain." Therefore this policy has three choices:

- A definition of "maintain" which states that only student records which are actually printed constitute FERPA protected records;
- A definition of "maintain" which includes both printed records and the information about students which the school saves in PowerSchool or other student information system;

- A definition of “maintain” which includes basically every physical and digital record of a student.

You should select the option that describes how your school district would like to define student records. Although we suspect that most schools will select the second option, the other two options are lawful so long as they reflect your actual practice. As with all of these policies, KSB customize a different policy for you if your school district has a unique approach to maintaining student records.

This policy also states that no “student record” or record required to be retained by the Nebraska Secretary of State’s Record Retention Schedules will be destroyed unless it is first saved in a retrievable, digital format. The Public Records Act and the Secretary of State’s implementing regulations state that many district records must be maintained in “microfilm” with a copy sent to the Secretary of State before the records can be destroyed. However, we are not aware of many schools who continue this practice, which was put in place long before digital storage systems were developed. Informally, the Secretary of State has taken the position that so long as records are saved in a digital, retrievable format, they can be destroyed, rather than microfilming the records after the retention date passes. We have written this section of the policy in the most protective manner for schools that we could conceive; however you should be aware that the retention schedules do require schools to keep a large volume of records. This is one of the reasons why we believe that including the information in your student information system under the definition of “maintain” is a good practice.

You must select one of the three options available in this policy.

Policy 5017. Routine Directory Information. School districts must have a policy that identifies routine directory information (e.g., height and weight of athletes, students’ names telephone numbers, etc.) in order for the school to have authority to disclose the information. The schools must notify students and their parents or guardians of the information that constitutes directory information and give them an opportunity to forbid its disclosure. This policy addresses that issue and includes items brought about by technology, such as students’ likeness or image and their social media handles if the district has them documented.

Policy 5018. Parental Involvement in Educational Practices. State law requires school districts to have a policy regarding parents’ involvement in their child’s education. ESSA requires school districts receiving Title I funds to notify parents of students attending any school receiving Title I funds that they may information regarding any state or local policy

addressing student participation in assessments mandated by state and federal law. Schools must then provide that information in a timely manner.

Policy 5018 to make it clear that parent/guardian requests to opt out of state mandated assessments cannot be granted due to a conflict between the parent's right to opt out and the school's obligation to ensure "all public school students" participate in mandatory state testing. This language is consistent with state law, which requires that NDE's assessment and reporting plan must "include all public schools and all public school students" in grades designated by the state board. NEB. REV. STAT. § 79-760.03.

This policy does allow parents to opt out of the National Assessment of Educational Progress (NAEP). Again, this language is consistent with law—in this case, federal law (See <https://nces.ed.gov/nationsreportcard/faq.aspx>). Federal law stipulates that student participation in the NAEP is voluntary.

This policy requires schools to send parents notice of the date the NAEP will be administered and establish a three-day deadline for parents to submit an opt-out request. If you would like to require more or allow less notice, you may insert a different number of days. The only requirement is that your timeline be "reasonable."

We have included a sample notice in the forms that accompany the 5000 series. This short notice explains that the district has an opt-out policy, describes how it can be requested, and assures that the policy will be provided in a timely manner upon request. This notice can be published in student handbooks or provided to parents as a standalone document.

Policy 5019. Communicating with Parents. This policy describes methods by which the school will communicate with parents.

Policy 5020. Rights of Custodial and Non-Custodial Parents. Noncustodial parents have statutory rights regarding their children. This policy describes those rights. This policy also reviews the circumstances under which the district will not allow noncustodial parents access to their children or their records.

Policy 5021. [Intentionally Left Blank]

Policy 5022. Investigations and Arrests by Police and Other Law Enforcement Officers. This policy describes the manner that the school will handle investigations and arrests by other law enforcement officers. This is one you will need to review in detail with your board. There are two versions of this policy. In one, we have attempted to capture what we believe to be a

common approach in Nebraska schools. The other version of the policy is most protective of student or family rights and grants the least amount of access to students by law enforcement. However, keep in mind that there are several legal options for dealing with your interaction with law enforcement. Because they are so varied, we recommend reviewing these policy options, then discussing with one of Karen, Steve, Bobby, or Tim to see how it squares with your practices. If the policy doesn't reflect your practices, we can work with you to modify the policy to fit the legal requirements and your district's practices.

Policy 5023. Student Illness. This policy describes the protocol for dealing with students who become ill at school.

Policy 5024. Medication of Students. By statute and rule of the Nebraska Department of Education, every school district must have a policy regarding the medication of students. This policy addresses that issue.

Policy 5025. Student Insurance. This policy states that the school district is not an "insurer" of student safety and that parents and guardians should secure their own health insurance for their children.

Policy 5026. [Intentionally Left Blank]

Policy 5027. [Intentionally Left Blank]

Policy 5028. Initiations and Hazing. This policy prohibits hazing and limits initiations to those activities approved by the administration. It is intended to protect students and to comply with restrictions in statute and the rules of the Nebraska Department of Education.

Policy 5029. [Intentionally Left Blank]

Policy 5030. Dating Violence. School districts are statutorily required to have a policy addressing dating violence. This policy meets the minimum requirements of the statute. This policy must be printed in your student handbook.

Policy 5031. Student Appearance. This policy states that the school may take action regarding any manner of student dress, hair style, make up, or personal cleanliness that constitute a threat to the safety, health, welfare or morale of the student or interfere with the education process. This policy is broad enough that you should be able to implement more specific rules in your student handbook.

Policy 5032. Closed Campus. This policy is designed for districts that have a closed campus. If your district does not have a closed campus, do not adopt the policy. If you would like our assistance in creating a policy that meets your practices (e.g. open campus only for seniors) please contact one of us.

Policy 5033. Student Driving and Parking. This policy governs student driving and parking of their vehicles.

Policy 5034. Handbooks. This policy gives student handbooks the force of board policy.

Policy 5035. Student Discipline. This is an extensive policy that addresses the range of options and requirements under the Student Discipline Act for students who violate school rules. This policy also addresses the administration's duty to report some student misconduct to law enforcement. Note that there are some blanks in this policy where the Student Discipline Act requires you to fill in your district's practices.

Policy 5036. Lockers. This policy states that lockers are the property of the school and gives the school the authority to inspect student lockers.

Policy 5037. Student Internet and Computer Access. This policy sets forth the standards, requirements, and limitations for student use of computers and the internet.

Policy 5038. [Intentionally Left Blank]

Policy 5039. Fundraising Activities. This policy requires all fundraising activities to have the authorization of an administrator.

Policy 5040. Work Permits. This policy authorizes principals to issue work permits in accordance with statute.

Policy 5041. Student Government. This policy authorizes and encourages students to form and participate in student government activities and puts such activities under the administration of the superintendent or a designee.

Policy 5042. Bulletin Boards. This policy governs the use of bulletin boards and electronic publishing spaces.

Policy 5043. School-Sponsored Publications. This policy makes school-sponsored publications and electronic media publications part of the

school district's instructional program and sets standards for them. That gives the administration and board greater authority over publications.

Policy 5044. Safe Pupil Transportation. Rule 10 requires districts to adopt a safe pupil transportation plan. This policy is a generic safe pupil transportation plan. If your district has adopted a different plan, you will want to substitute yours for our form plan and, if you would like us to review it, please e-mail it to us.

Policy 5045. Student Fees. School districts are required to have a student fee policy and schedules that the board reviews every year as part of a public hearing. This policy gives a format for the policy, and the district should fill in the applicable amounts.

Policy 5046 Secret Organizations. This policy states the statutory prohibition against secret organizations.

Policy 5047. [Intentionally Left Blank]

Policy 5048. Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS). School districts are required to have a policy and plan for providing emergency response to life threatening asthma or systemic allergic reactions.

Policy 5049. Firearms and Weapons. This policy addresses firearms and weapons and states they are not allowed on school grounds.

Policy 5050. Reporting Related to Exempt (Home) Schools. This policy states the superintendent's statutory requirements regarding reporting students who attend home schools (as opposed to private or denominational schools).

Policy 5051. [Intentionally Left Blank]

Policy 5052. School Wellness Policy. Schools districts are statutorily required to have wellness policies regarding nutrition and activities. This policy meets those requirements, which were updated by federal law effective July 2017.

Policy 5053. Self-Management of Diabetes or Asthma/Anaphylaxis. School districts are required to have a policy for the self-management of diabetes or asthma/anaphylaxis. This policy meets those requirements.

Policy 5054. Student Bullying. School districts are statutorily required to have a policy on student bullying. This policy meets those requirements.

This policy also attempts to resolve a conflict between state and federal law. The Nebraska Student Discipline Act says that school administrators may only long-term suspend or expel a student for misconduct which occurs on school grounds, in a school vehicle or at a school activity. But that does not mean that school administrators can simply ignore off-campus cyberbullying. The IDEA, Section 504 and Title IX all require school staff to take prompt remedial action to assist a student student who has been bullied or harassed due to a protected status characteristic -- disability, sex, race, etc. This obligation under federal law exists if the bullying or harassment is interfering with the student's ability to access education, regardless of where the student was when the bullying or harassment occurred. This policy makes the distinction between punishment of the bully and support for the victim clear under the policy. Please also notice that the limits of the Nebraska Student Discipline Act only apply to long-term suspension or expulsion. Schools can (and should) impose a whole range of other consequences on students who bully, including short-term suspension, in-school suspension, counseling, additional academic work detentions, and the like. These consequences serve both to punish the bully and to prove that the district was not deliberately indifferent to the victim, even if the bully could not be expelled.

Many school districts have adopted anonymous reporting systems to report threatening or bullying behavior. If your district has such a platform, insert it into the policy where indicated. If you do not have such a system, just delete the highlighted sentence.

Policy 5055. Enrollment in Kindergarten. This policy sets forth options for the enrollment of children in kindergarten. You must choose one of the options.

Policy 5056. Free Expression by Students. This policy addresses the rights and limitations of "free expression" by students.

Policy 5057 District Title I Parent and Family Engagement Policy. This policy meets the statutory requirements regarding parental participation in the Title I program.

Policy 5058. [Intentionally Left Blank]

Policy 5059. Emergency Medical Treatment. This policy states that the school will provide first aid and, when appropriate, summon rescue squad assistance for a student who is ill or injured at school

Policy 5060. [Intentionally Left Blank]

Policy 5061. [Intentionally Left Blank]

Policy 5062. Lice and Nits. This policy addresses Lice and Nits. There are two options to this policy and you must select only one. "Option A" includes nits as a basis for exclusion from school. "Option B" excludes nits as a basis for exclusion from school and permits exclusion for only live lice or louse eggs.

Policy 5063. Audio and Video Recording. This policy clarifies when staff, for educational purposes, or students for any purpose may make audio or video recordings at school, in a school vehicle, or at school activities. It also clarifies that the district may make audio and video recordings for things like safety and security, but that those recordings will not be maintained unless specifically copied and saved.

Policy 5064. Title I Supplement, Not Supplant. This policy addresses Title 1 Supplement. It states that the district will use Title 1 funds to supplement state and local funds.

Policy 5065. Bed Bugs. We have had several schools who have had to address bed bug infestations. This policy, much like Policy 5062 dealing with lice and nits, gives boards the ability to choose their preferred response to students who receive a diagnosis of bed bugs. "Option A" states that students will not be excluded when they are initially diagnosed as having bed bugs unless there have been repeated efforts to remedy the infestation. "Option B" says the student will remain out of the school building until the parents or guardians confirm treatment. The policy also states that parents will be notified if bed bugs are discovered in school buildings. You should review this policy with the board and administrative team to be sure that this is the protocol your school wishes to follow when and if bed bugs are discovered in your district.

Policy 5066. Early Graduation. Many school district clients have asked for policies or protocols regarding early graduation, so we have created this policy in response. It discusses the requirements for early graduation and requires board action for approval. It requires the student to make an application first to the high school principal, and the principal then makes a recommendation to the board.

Policy 5067. Student Assistance Team Procedures. The Safety and Security Protocols require schools to use student assistance teams for behavioral problems in addition to academic issues.

5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the temporary 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 and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend 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 principal or designee.

Excused Absences

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

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation

6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 10 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student’s attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer must file a report with the appropriate county attorney.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5002 Admission of Students

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5002.1

Admission of Students Who Reside Out of the State of Nebraska

Students who reside in a state other than Nebraska must submit an application to enroll in the district at least three weeks prior to the beginning of the semester in which they wish to begin attending the district. Out of state students may not enroll mid-semester.

The administration will review each application and is authorized to admit out-of-state students whose academic history, disciplinary records, prior school community involvement and other relevant factors indicate that they will be successful in this school district. Those who have verified disabilities pursuant to the Individuals with Disabilities in Education Act or section 504 of the Rehabilitation Act will not be excluded from admission based solely on their disability. The administration may reject an out-of-state student when acceptance of the student:

- Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- Would require the procurement of new equipment, technology, or furnishings;
- Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

The administration's approval or disapproval of an out-of-state student's application is final.

Out-of-state students who are admitted pursuant to this policy must meet the requirements of board policy 5002 and must comply with each board policy, state statute and regulation that applies to their situation. Once admitted, they will be subject to the same disciplinary rules and procedures as resident students. Students must reapply for admission prior to each semester. Re-admission may be denied for students who are not academically and/or

behaviorally successful. Once admitted, out-of-state students' grade level placement will be determined in accordance with district policy.

Out-of-state students are not entitled to transportation or reimbursement for transportation.

Out-of-state students will be charged tuition equal to the per pupil cost from the previous school year, per the NDE calculation. Payment in full is due to the central office of the district on or before the first day of classes each semester. The tuition fee may be changed by the board of education prior to any semester with or without notice to the out-of-state student's family or resident school district.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, resides in the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district 2 weeks prior to the first day of the semester of the year of enrollment. For second semester high school courses, the application must be filed two weeks prior to the first day of the second semester. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

Limitations Based on Resources. The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 10 credit hours per semester. Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities. All part-time students must meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating in the sport or activity.

Exempt school students who transfer into the district will be considered a transfer student and shall be ineligible for varsity competition for ninety school days unless the home school is located in the same school district as the high school to which the student is transferring.

The school district will determine whether credits awarded to exempt transfer students will be accepted for the purpose of eligibility for extracurricular sports and activities pursuant to the board's policy on Grade Placement and Academic Credits of Transfer Students.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation by virtue of their status as part-time students.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for insuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

2. Persons Entitled to Apply for Option Enrollment of Students. Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. Duties, Entitlements and Rights of Option Students. Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. Standards for Acceptance or Rejection of Option Students.

- a. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, projected number of students with which the option school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Individuals

seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

- b. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, declare a program, a class, or a school unavailable to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- c. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

 - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
 - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
 - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
- d.** The school district shall accept an option student with a disability only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.
- e.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student;
 - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;
- c.** The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

- a. A student does not need to be released from his/her resident district under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: July 11, 2022
 Revised on: _____
 Reviewed on: _____

5005
Transportation of Option Students

The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5006
Foreign Exchange Students

The school district may accept a foreign exchange student on a non-tuition basis if the student is sponsored by an organized exchange program that is acceptable to the board of education, approved for enrollment, and resides with a host family that lives within district boundaries.

A foreign student is not entitled to tuition-free schooling in the school district merely because he or she resides with a family within the district. The host family and/or sponsoring exchange program must file an application with the administration to enroll the student. In reviewing the application, the administration will consider the following factors:

- whether the student possesses a sufficient command of the English language;
- whether an appropriate program is available;
- whether the student meets the general admission requirements for the school; and
- such other factors as are relevant to the admission of the student.

Foreign exchange students who are accepted and enrolled will be subject to all policies and regulations governing the conduct and behavior of resident students.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5007
Enrollment of Expelled Students

The administration shall not enroll any student during the term of any known expulsion of the student from any public school in any state unless the board of education has approved the enrollment by a vote of a majority of the members of the board. The district shall not enroll any student during the known term of any expulsion of the student from a private school for an offense for which expulsion is authorized for a public school student unless the board has approved the enrollment by a vote of a majority of the members of the board. This policy does not require the board to take a vote on the enrollment application of any such student.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

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. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

B. Students with Disabilities

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable

opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5009
Adult Education

The board authorizes the administration to design and implement adult education as appropriate to the needs of the community and the programs of the district. The specific courses offered and expenditures necessitated by the adult education program will be approved by the board on an ad hoc basis.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5010 Immunizations

1. General Rule

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

2. Exceptions

- a. Provisional Enrollment

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

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
 - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household; or
 - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

- c. 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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5011
Physical Examination and Visual Evaluation of Students

I. Physical Examination

The following students shall provide evidence of a physical examination by a qualified health care provider:

- all incoming students in the beginner grade;
- students in seventh grade; and
- all out-of-state transfer students.

Evidence of a physical examination must be dated no more than six months prior to entrance

II. Visual Evaluation for Students

The following students shall provide evidence of a vision evaluation by a qualified vision health care provider:

- all incoming students in the beginner grade and
- all out-of-state transfer students

The health care provider must test the student for amblyopia, strabismus and internal and external eye health, with testing sufficient to determine visual acuity. Evidence of a visual evaluation must be dated no more than six months prior to entrance.

Parents or guardians who wish to receive information regarding free or reduced-cost visual evaluations may contact Kids Connection at (877)-NEB-KIDS or the Nebraska Optometric Association at (800) 766-4466.

III. Objection to Examination

Any parent(s) or guardian(s) who object to a physical and/or vision examination and evaluation must submit a signed and dated refusal form to the school.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5012
Testing and Assessment Program

I. Basic Testing and Assessment Program

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

II. Use and Dissemination of Test Results

The superintendent of schools shall provide an annual written report consisting of the results of the district's performance program including but not limited to: standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, a follow-up study of graduates, and a learning climate survey. This report shall be made available to all patrons of the district. Building level results will be reported only to appropriate staff for review and goal setting.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s).

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by the Department of Education.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5014 Homeless Students

- 1. General Policy.** The District will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the District.

- 2. Homeless Liaison.** The District's homeless liaison is the Superintendent. Students in homeless situations who require assistance should contact the liaison at 402-687-2363 or in person at 400 S. 5th Street, Lyons, NE. The liaison's responsibilities include:
 - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
 - b. Receiving training regarding state and federal law governing homeless children and youth;
 - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
 - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
 - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
 - f. Carrying out other aspects of this policy.

- 3. Definitions**
 - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:
 - i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a

similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

- ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- b. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.
 - c. "Child" and "youth" refers to persons who, if they were children of residents of the District, would be entitled to a free education.
 - d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.
 - e. "School of origin" means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.

4. School Stability and Enrollment. Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child's best interest unless it is contrary to a request of the child's parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.

5. Strategies to Address Enrollment Delays. In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district

shall immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

6. Transportation. Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:

- a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
- b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.

7. Records. The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.

8. Dispute Process. If a dispute arises over school selection or enrollment in a school:

- a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;
- b. The child, youth, parent, or guardian shall be referred to the

district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;

- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

9. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education.** If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

Adopted on: July 11, 2022

Reviewed on: _____

Revised on: _____

5015
Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 - (1) that is created by a person or entity other than a district staff member or student;
 - (2) regardless of whether the student answering the questions can be identified; and
 - (3) regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 - (1) Political affiliations or beliefs of the student or the student's parent(s);
 - (2) Mental or psychological problems of the student or the student's family;
 - (3) Sexual behavior or attitudes;
 - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
 - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
 - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

- written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations

- a. The term "invasive physical examination" means:
 - i. any medical examination that involves the exposure of private body parts; or
 - ii. any act during such examination that includes incision, insertion, or injection into the body; and
 - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
 - i. required as a condition of attendance;
 - ii. administered by the school and scheduled by the school in advance; and
 - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:
 - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
 - i. student's and parent(s)' first and last name;
 - ii. home or other physical address;
 - iii. telephone number; and/or
 - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
 - i. post-secondary education recruitment;
 - ii. military recruitment;
 - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
 - iv. student recognition programs.

4. Inspection of Instructional Material

- a. Definition
 - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
 - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;
 - ii. how to opt their child out of participation in activities as provided for in this policy;
 - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
 - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is Powerschool and SRS.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from

student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5017 Routine Directory Information

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- 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 or 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.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written 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.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5019
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, either through communication from the school or through parental access to the district's student information system. 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, electronic communication, telephone calls, by personal contact or other appropriate method. 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. By providing the school district with their telephone number(s), parents agree to receive notifications from the school district's automatic notification system.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5020
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 unambiguously prohibits access to the records or child by either parent. 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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5022
**Investigations, Arrests, and Other Student Contact by Law
Enforcement and Health and Human Services**

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning solely to further school purposes or avoid duplication of the investigative process. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

Non-School Related Criminal Activity

Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

Taking a Student into Custody

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

Child Abuse and Neglect

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

Student Records

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: July 11, 2022

Revised on: _____
Reviewed on: _____

5023 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 make arrangements 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.

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5024 Medication of Students

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:

1. Prescription medication

- a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
- b. Parents/guardians must provide their own written permission for the administration of the medication.
- c. 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.

2. Non-prescription medication

- a. Parents/guardians must provide written permission for the administration of the medication
- b. The medication must be brought to the school in the manufacturer's container.
- c. 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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5025
Student Insurance

The school district is not an insurer of student safety, and parents are encouraged to secure insurance covering their students' healthcare needs, including catastrophic coverage for injuries which may be sustained while participating in athletics or other extracurricular activities. The school district may disseminate information about insurance plans available for purchase by parents for their students from third party vendors.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5028
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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5030
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.

A copy of this policy shall be included in the student handbook.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5031
Student Appearance

Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5032
Closed Campus

The school campus is a closed campus. All students shall remain on the school campus during the hours that school is in session unless released by the building principal or building principal's designee. The building principal or designee will release a student only upon confirming that the student has permission from a parent or an authorized adult. Nothing in this policy shall prevent the school from sending a student home when the student is ill.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5033
Student Driving and Parking

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed.

By driving a vehicle to school and parking on school grounds, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5034
Handbooks

The student handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which 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. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, 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 policy 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 policy 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.

Short-Term Suspension

The Principal may exclude students 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, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

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 or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, 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: the student will be allowed 2 days for everyday they are absent to complete the work that is missed.

Emergency Exclusion

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

Weapons and/or Firearms

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

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.

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 either provide 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;
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 which 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 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, gender, 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;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in hazing, defined as 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. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, 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;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. 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
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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. 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 for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - 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.
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 no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a

recommendation of the action to be taken to the superintendent, 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 hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. 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 officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. 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). The school district will provide parents with copies of the relevant statutes upon request.

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 solely 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;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;

6. The report is required or requested by law enforcement or the county attorney.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

**5036
Lockers**

Lockers are the property of the school district and students are permitted to use them without charge. 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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5037
Student Internet and Computer Access

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/mp4 sharing systems.
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 forge 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. Children's Online Privacy Protection Act (COPPA)

- A. 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.
- B. 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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5039
Fundraising Activities

All fundraising activities shall require authorization by an administrator.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5040
Work Permits

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5041
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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5042
Bulletin Boards

Bulletin boards and other electronic publishing spaces of the district may be provided for the use of students and student organizations for purposes of notifications related to student activities and student groups. 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. Published material may be removed after a reasonable time.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5043
School-Sponsored Publications

School-sponsored student publications and electronic media productions are part of the school district's instructional program. The board of education supports the development of student communication skills through school-sponsored newspapers, annuals, magazines, and electronic media including computer, video and digital productions.

Student publications and productions must conform to all good scholastic and professional journalistic standards. The board delegates to the superintendent of schools the right to prohibit dissemination of any school-sponsored publication or media production that does not conform to these standards, or which the superintendent or designee deems inappropriate for the school environment.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5044
Safe Pupil Transportation Plan
and
Pupil Transportation Vehicle Driver Satisfactory Driving Criteria

It is the goal of the school district to provide safe, comfortable and reliable transportation for bus-riding school children.

1. Emergency Procedures

a) Mechanical breakdown

In the event of a mechanical breakdown, the driver will:

- 1)** Stop the vehicle in a safe location
- 2)** Keep passengers in the vehicle, if it is safe to do so
- 3)** Take steps to warn motorists, by activating hazard lights and placing emergency triangles
- 4)** Radio or call for assistance

b) Injuries/Medical Emergencies

If a student is seriously injured or suffers from a medical emergency, the driver will stop the vehicle at the first safe opportunity. The driver will provide emergency medical assistance in accordance with the driver's first aid training. The driver will notify the school district of the emergency using the radio or other communication equipment. The district will then summon emergency medical services by immediately calling 911 and notify administrative personnel.

c) Severe Weather

1) Tornadoes.

If the driver determines that there is likelihood that a tornado will hit the vehicle, and there is not an escape route available or time to drive to a safe location, the driver will evacuate the vehicle, taking only the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the vehicle far enough away from the vehicle so that it will not roll over on the students. The driver should instruct students to cover their heads with their arms. If the students are wearing coats or jackets, they can be used to provide additional protection for their heads and bodies. If there is no time to evacuate the students after stopping

the vehicle, the driver should have the students remain in their seats and assume a protective position with their heads below window level.

2) Winter Weather

If the school district or driver determines that a trip is too dangerous to drive due to winter weather conditions, the district will cancel the trip.

Parents should ensure that students are appropriately dressed for winter conditions.

3) Floods or Standing Water

It is generally appropriate to drive through a small or regular amount of water that has accumulated from a normal or typical rainfall. However, drivers should not drive through water on the road if: the water is moving or has a current; there is dangerous debris in the water; the driver cannot determine the depth of the water or there is a known dip in the road which would create a deeper section of water; or if there is any other water condition that the driver determines is unsafe to drive through.

d) Weapons, Hazardous Materials and Dangerous Contraband

If a driver discovers that a passenger may have a weapon, hazardous materials or other dangerous contraband on the vehicle, he or she should remain calm and call for assistance. The driver should not inform passengers of the presence of the weapon or other contraband.

e) Unattended Items on or Near Pupil Transportation Vehicle

The driver shall check for unattended items on or near the vehicle as part of the exterior and interior pre-trip inspections. If circumstances make an item suspicious (because it is out of context, makes a noise, has visible wires, placement was witnessed, was hidden, has unidentified powders or putty-like substances, etc.), the driver shall not inspect, move, or otherwise touch the item. School staff will evacuate the area, then immediately report the item to the staff member's direct supervisor, a principal, or the superintendent. If the unattended item is not suspicious (it has the characteristics of lost or misplaced property or of discarded trash, etc.), the driver may

examine the item more closely. This may include looking inside the item, attempting to identify the owner, reviewing security camera footage, or talking to those nearby, and then taking appropriate action.

f) Terroristic Threat

If a driver receives a terroristic threat that he or she deems credible, he or she will notify the school district of the threat using the radio or other communication equipment. After consulting with school officials, the driver will determine whether the threat requires evacuation of the bus. The school will promptly notify the authorities of the threat.

For purposes of this policy, a terroristic threat is a threat to commit any crime of violence or to burn or damage property with the purpose of terrorizing another or of causing the evacuation of the bus or in reckless disregard of causing such terror or inconvenience

g) Emergency Incident Reports

Drivers will provide written documentation of any of the emergency events specified in this policy by completing the incident form attached hereto. This documentation must be submitted to the school administration within 24 hours of the event.

2. Drop-off

Drivers will drop students off at a location pre-determined through communication between the school district and parents/guardians. In the event the drop-off location is uncertain or appears to be unsafe, the driver will communicate with school staff in the building to seek additional guidance.

In no event will a driver drop a student off in a location which in the reasonable judgment of the driver appears to be unsafe. Drivers who believe the drop-off location to be unsafe shall release students directly into the custody of a parent/guardian or shall return students to their school building.

3. Evacuation of Students With Disabilities

The transportation supervisor, in consultation with bus drivers and members of the administrative team, shall develop a written emergency evacuation plan for each bus route. The plan shall include an assessment of each student's ability to evacuate himself or herself as well as his or her ability to assist others.

Disabled students should practice their evacuation skills as required of their non-disabled peers if possible during evacuation drills. Students or other individuals who will be assisting disabled students evacuate during emergencies should practice this skill during evacuation drills. Drivers or students who will be assisting with the evacuation process should be familiar with any equipment on the bus that would aid in the actual evacuation.

4. Student Behavior on School Vehicles

Riding school vehicles is a privilege, not a right. 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.

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:

- 1)** Note home to parents
- 2)** Suspension of bus riding privileges
- 3)** Exclusion from extracurricular activities
- 4)** In-school suspension
- 5)** Short term or long term suspension from school
- 6)** 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.

5. Functional Capacity of the Driver

The superintendent or designee shall confirm a pupil transportation driver's functional capacity and ability to conduct the daily tasks and emergency evacuations required of such a driver by:

- Observing the driver complete the required daily tasks and emergency evacuations;
- Observing, questioning, and/or directing the driver to perform tasks in a manner that measures the basic visual, cognitive, and physical abilities to complete the required daily tasks and emergency evacuation; or
- Directing the driver to complete a functional capacity evaluation or assessment conducted by a qualified professional.

The superintendent or designee will remove the driver from duties as a pupil transportation driver if he or she determines that a pupil transportation driver is not functionally capable or able to conduct the daily tasks and emergency evacuations required of such a driver.

6. Satisfactory Driving Criteria.

The superintendent or designee shall annually review every pupil transportation vehicle driver's Nebraska Department of Motor Vehicles driving record before such a driver operates a pupil transportation vehicle.

Individuals who have been convicted of any of the following or who meet any of the following conditions will not be allowed to serve as a pupil vehicle transportation driver:

- If the citation or conviction occurred at any time:
 - Motor vehicle homicide; or
 - Driving under the influence – 3rd or subsequent offense.
- If the citation or conviction occurred within the last 10 years:
 - Driving under the influence of drugs or alcohol;
 - Refusal to submit to a chemical test;
 - Failure to render aid in accident the driver was involved in;

- Speeding 15 miles per hour or more above the posted speed limit;
- Reckless driving (willful or otherwise);
- Careless driving;
- Negligent driving;
- Leaving the scene of an accident; or
- Failure to yield to a pedestrian with bodily injury to the pedestrian.
- If the driver has accumulated 5 points or more under an operator's license point system within the last 4 years.

The superintendent designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or designee will make the final determination about the ability of an individual to serve as a pupil vehicle transportation driver.

Pupil vehicle transportation drivers must inform the superintendent or designee of any citation or conviction related to their driving within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier.

7. Emergency Evacuation Drill Procedures for Students Who Ride in Small Vehicles.

For purposes of this policy, "small vehicle" shall have the same meaning as in Rule 91 from the Nebraska Department of Education.

In a small vehicle accident or emergency situation, the driver must use his other best judgment to decide what action shall be taken. The primary responsibility is pupil safety. In an emergency it may be necessary that the vehicle be evacuated.

Students who are transported in a Small Vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills at least twice during each school year. These drills shall be conducted in an appropriate location.

Drills shall be conducted to address each of the following reasons that an emergency evacuation may be required:

- The vehicle is on fire, in danger of catching fire, or is close to an existing fire or highly combustible material. Passengers shall be evacuated at least 100 feet or more upwind from the vehicle.
- The vehicle is stopped at an unsafe location and unable to move. The driver shall use his or her judgment regarding the need to evacuate and the distance of the evacuation.
- The vehicle's final stopping position: is in the path of any train or adjacent to railroad tracks; could change and increase danger; or is such that there is danger of collision. The driver shall evacuate the vehicle and use his or her judgment regarding the distance of the evacuation.

The safety of students is of utmost importance and must be given first consideration. Absent extenuating circumstance, the driver will place the transmission in park, activate the hazard warning lights, set the emergency brake, turn the ignition off, and remove the ignition key prior to evacuation.

If possible, students should exit the vehicle on the side away from any roadway.

During an evacuation, students should generally be led to a safe place at least 100 feet off the road in the direction of oncoming traffic. If there is a risk from spilled hazardous materials, lead the students upwind of the vehicle at least 300 feet.

After evacuation, the driver should address any injured students and call 911, law enforcement, or other authorities or service providers as the situation dictates. The driver shall then promptly inform the school district about the emergency situation.

Drivers shall not leave the scene until appropriate transportation arrangements have been made for all students and he/she has been instructed by a member of the administrative team that he/she may leave.

The school may select, train, and prepare students to assist in evacuation in the event that the driver is incapacitated or otherwise unable to direct the evacuation. Such training can include, but need not be limited to, turning off ignition switches; setting emergency brakes; summoning help; using

windows for evacuation in emergencies; setting flags and reflectors or reflective triangles; directing the evacuation; and training with evacuation equipment.

Evacuation of Students with Disabilities

Drivers should assess each student’s ability to evacuate himself or herself from a Small Vehicle as well as his or her ability to assist others. Disabled students should practice their evacuation skills as required of their non-disabled peers if possible during evacuation drills. Students or other individuals who will be assisting disabled students evacuate during emergencies should practice this skill during evacuation drills. Drivers or students who will be assisting with the evacuation process should be familiar with any specialized equipment in the vehicle and used by disabled students that would aid in the actual evacuation.

Emergency Equipment. Emergency equipment may include first aid kits, fire extinguishers, reflectors, flags, vehicle hazard lights, and other similar equipment. Drivers and students (as appropriate) should be made familiar with the purpose and use of this equipment during drills.

Adopted on: July 11, 2022
Revised on: _____
Reviewed on: _____

5045 Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. 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.

A. 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.

B. Listing of Fees Charged by this District.

1. Guidelines for 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 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 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.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. Insurance must be bought in order to take the computer home. The maximum dollar amount charged for insurance will be \$100.

6. Extracurricular Activities.

The 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:

- Band: Free
 - Students must provide their own instrument, reeds
- Student Activity Card: Free
 - Covers admission to all (non-tournament or non-district home) extracurricular events
- Future Business Leaders of America: \$50
- Cheerleading, Drill Team, Flag Corps: \$800
 - Students must purchase uniforms and shoes selected by the sponsor and/or student group.
- Athletics:
 - Football: Free
 - Students must provide their own football shoes, undergarments, and mouthguards
 - Golf: Free
 - Students must provide their own golf shoes, undergarments, and clubs
 - Softball and Baseball: Free
 - Students must provide their own shoes, gloves, and undergarments
 - Track, Volleyball, Cross Country and Wrestling: Free
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$50
 - Students must purchase their own jackets and pay dues

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, student will pay all costs associated with such post-secondary courses. After successful completion of the course with a grade C or higher, the district and foundation will reimburse the student for the college credits. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees.

8. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$10.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$.15 per page for reproduction of student records.

10. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$5/hour.

11. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$5/hour plus any course curriculum purchased for credit recovery.

12. 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 – Preschool – 12th Grade
 - Regular Price \$2.00
 - Reduced Price \$_____
- Lunch Program – Preschool
 - Regular Price \$2.45
 - Reduced Price \$_____
- Lunch Program – Grades K-5
 - Regular Price \$2.75
 - Reduced Price \$_____
- Lunch Program – Grades 6-8
 - Regular Price \$2.95
 - Reduced Price \$_____
- Lunch Program – Grades 9-12
 - Regular Price \$3.15
 - Reduced Price \$_____

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activity fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: Free
 - Students must provide their own instruments and reeds.

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$40.

C. 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. Actual participation in the free or reduced-price lunch program is not required 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.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. 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.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5046
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.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

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

School employees will comply with the requirements of "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". The district shall procure and maintain the equipment and medication necessary to implement the protocol.

The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5049 Firearms and Weapons

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon. The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person 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 prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

Definition of Encased. The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

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

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

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.

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second

semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5050
Reporting Related to Exempt (Home) Schools

Students in Nebraska may choose to be educated at an exempt (home) school that meets the requirements of statute and the Nebraska Department of Education.

Pursuant to state law, the school district's administration will inform the appropriate agency of the names of all students who are school age and known not to be in attendance at a public, private, parochial or denominational school that has met the requirements for legal operation prescribed in statute and the rules of the Nebraska Department of Education.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5052 School Wellness Policy

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, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

- 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 9/2016 to Reflect the USDA Final Rule) found at

https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5053

Self-Management of Diabetes or Asthma/Anaphylaxis

Upon receiving the written request of a student's parent or guardian and the written medical authorization described in the applicable provisions below, 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 (referred to herein as "medical condition").

A student with diabetes must obtain written authorization to self-manage from the student's physician. The plan for a student with diabetes will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, and (d) be signed by the student's parent or guardian and the physician responsible for the student's medical condition.

A student with asthma or anaphylaxis must obtain written authorization to self-manage from the student's physician or from the health care professional who prescribed the medication for treatment of the student's condition. The plan for a student with asthma or anaphylaxis will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, (d) include the name, purpose, and dosage of the prescription asthma or anaphylaxis medication prescribed for such student, (e) include procedures for storage and access to backup supplies of such prescription asthma or anaphylaxis medication, and (f) be signed by the student's parent or guardian and the physician or other health care professional responsible for the student's medical condition.

The plan will permit the students to self-manage his or her medical condition in any part of the school or on school grounds during any school-related activity, or in a private location. The parent or guardian of a student for whom such a medical management plan has been developed shall sign a statement acknowledging that (a) the school and its employees and agents are not liable for any injury or death arising from a student's self-management of his or her medical condition and (b) the parent or guardian will indemnify and hold harmless the school district and its employees and agents against any claim arising from a student's self-management of his or her medical condition. The student's parent or guardian will be personally responsible for any and all costs associated with any injury to school personnel or another student resulting

from the a student's misuse of necessary medical supplies.

The district may prohibit a student who is self-managing his or her diabetic condition from possessing medical supplies for self-management and may establish other necessary and appropriate restrictions or conditions when the district determines that the student has endangered himself, herself, or others through misuse or threatened misuse of such medical supplies. The district will promptly notify the parent or guardian of any such prohibition, restriction, or condition.

The district may impose disciplinary consequences on a student with asthma or anaphylaxis who uses his or her prescription asthma or anaphylaxis medication other than prescribed. These disciplinary consequences shall not include limitations on the student's access to necessary medication. The district will promptly notify the parent or guardian of any disciplinary action imposed.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” 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.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

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.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of

engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district’s student assistance team.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5055
Enrollment in Kindergarten

A child must reach the age of five on or before July 31st of the calendar year to be enrolled in kindergarten. The school district will enroll a child who will reach the age of five between August 1st and October 15th of the year of enrollment if the parent or guardian requests such enrollment and provides an affidavit stating:

- (a) the child attended kindergarten in another jurisdiction in the current school year; or
- (b) the family anticipates relocating to another jurisdiction that would allow admission within the current year; or
- (c) the child has demonstrated through recognized assessment procedures approved by the board that he or she is capable of performing the work of kindergarten.

The recognized assessment approved by the board is the Fastbridge Early Reading Composite and Fastbridge Early Math Composite.

The board delegates to the elementary principal responsibility for determining whether the conditions of this policy have been met. In order to enroll in kindergarten early, students must achieve a score of at least 32 on the Fastbridge Early Reading Composite Assessment and a 29 on the Fastbridge Early Math Composite Assessment.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5056
Free Expression by Students

The board of education recognizes that students do not shed their constitutional rights at the schoolhouse gate. However, the board of education is responsible for balancing those rights against its responsibility to provide a program of education for students in this district. The board is authorized to preserve order so that the system may function properly.

Students may not engage in any expressive conduct that causes a material and substantial disruption to the educational program; that is lewd, obscene, profane, defamatory, threatening or contains "fighting words;" that advocates the use of substances that are illegal to minors; that incites violence or constitutes a "true threat;" or that urges the violation of law or school rules. Violators will be disciplined in accordance with law and board policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5057

District Title I Parent and Family Engagement Policy

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

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 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. 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.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5059
Emergency Medical Treatment

If a child becomes ill or is injured while at school or while being supervised by a member of the school district's staff, the staff member shall take reasonable steps to render assistance and, when appropriate, summon medical assistance. Staff will notify a student's parent or guardian when a student needs medical attention.

The school district is not qualified under law to comply with directives to physicians limiting medical treatment and will not accept such directives. School district staff members will not honor "do not resuscitate/do not intubate" (DNR/DNI) orders, requests for transport to particular medical facilities, and any similar requests. Parents/Guardians must arrange for all such requests with rescue squad and medical providers directly.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5063 Audio and Video Recording

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately ~~710~~ days but may change at any time.

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings 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, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district’s appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;
- (3) If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____ July 11, 2022

Revised on: _____

Reviewed on: _____

5064
Title I Supplement, Not Supplant

The district will use Title I funds to Supplement, Not Supplant, state and local funds that would, in the absence of Title I funds, be spent on Title I programs. The district will ensure that Title I funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title I funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title I programs. Title I professional development will not duplicate that which the district provides for non-Title I purposes which, in the absence of Title I funds, would be provided to all staff.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5066 Early Graduation

General Policy. Students most effectively obtain the skills and experience necessary to graduate from high school by completing grades 9 through 12 over the course of 4 years. Unless otherwise permitted by Board policy or other applicable law, students must finish all 4 grade levels in order to graduate.

Requirements for Application. In unique circumstances, the Board may waive the four-year attendance requirement for high school graduation, provided that the student has met the requirements of this policy.

Students must make an application to the high school principal before they may seek permission to graduate early from the Board. The principal may consult with appropriate instructional and guidance staff members in making the determination. The student's application must include:

1. Proof that the student will meet all academic requirements necessary to graduate on or before the proposed graduation date;
2. A transcript showing that the student has no grade lower than "C" in any required course at the time of application;
3. A detailed essay that (a) addresses the reasons for seeking early graduation and (b) articulates the student's post-graduation plans, including goals and objectives justifying the need to graduate early; and
4. A letter from a parent/guardian supporting the application.

The student may submit any additional materials which support the student's efforts to graduate early. Such materials may include, but are not required to include: letters of support from staff and community members; proof of admission in a postsecondary program; and/or any other materials which the student believes to support the student's application.

Consideration by the Board of Education. The principal will make a written recommendation to the Board based on the submitted application from the student. The Board will consider but is not bound by the principal's recommendation. Along with the application, the Board may consult with members of the administration, staff, or anyone else the Board deems appropriate. The Board will grant a student's application only if it determines that the student is best served by permitting the student to graduate early.

Participation in District Activities. Early graduates will be considered graduates of the district at the time the Board confers such status upon them. Therefore, early graduates will no longer be considered members of the student body and will forfeit those rights and privileges accorded such students.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

5067

Student Assistance Team or Comparable Problem Solving Team

Pursuant to the Rules of the Nebraska Department of Education, the school district uses a general education student assistance team ("SAT") or a comparable problem solving team ("Team"). The SAT or Team will use and document problem-solving and intervention strategies to assist teachers in the provision of general education and to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

If the SAT or Team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. The referral shall comply with the requirements of the Rules of the Nebraska Department of Education.

All teaching staff must:

- 1) Support the SAT or Team process by appropriately referring students who may benefit from the SAT or Team process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT or Team.

The failure to support the SAT or Team process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: July 11, 2022

Revised on: _____

Reviewed on: _____

Application for Admission of Out-of-State Student

Student's Name: _____
(first) (middle) (last)

Student's age: _____ Student's current grade level: _____

Parent/Guardian Name(s): _____

Address: _____

Phone: _____
Home Cell Work

List all previous K-12 schools attended and years of attendance:

List all courses taken by the student in the previous semester and his/her final grade:

List the date and a description of all disciplinary incidents in which the student has been involved:

List all activities and other school community involvement by the student

Does this student currently have an individualized education plan (IEP) or a 504 plan?
___ No ___ Yes (*If yes, attach a copy of the current plan.*)

How many days was this student absent from school in the previous semester? _____

How many days was this student tardy in the previous semester? _____

**[THE FOLLOWING PAGE CONTAINS A RELEASE OF RECORDS,
ACKNOWLEDGEMENTS, AND SIGNATURE OF THE APPLICANT'S
PARENT/GUARDIAN]**

RELEASE OF RECORDS. *I authorize all previous educational entities at which my son/daughter attended to release all educational and disciplinary records, including special education records, relating to the student listed above. These records may be released to the [INSERT YOUR DISTRICT NAME] School District. This release is intended to comply with all federal, state, and local release requirements.*

By signing below, I certify all of the following: All of the information contained in this application is true and accurate. I will provide additional releases if necessary to comply with any other federal, state, or local release of records provisions. I have read and understand the school district's policy on admission of out of state students, and I agree to its terms upon submitting this application. I understand that if any of the information contained on this application or in any of my written or oral representations is not true or accurate, my student will not be admitted to the school district or, if already admitted, may not be allowed to continue in attendance.

Parent/Guardian Signature

Date

Bus Emergency Incident Report

Driver Name: _____

Date of Incident _____ Time of Incident _____

Location of Incident _____

Describe exactly what happened in chronological order: (Attach additional pages if necessary.)

I certify that the foregoing is true and correct to the best of my knowledge:

Signature

Date

Collaborative Plan Addressing Barriers to Attendance

Student Name: _____ Student Grade: _____

Building Assignment: _____

Classroom/Homeroom Teacher: _____

Number of student absences at time of meeting: _____

What are the primary reasons the student has been absent:

Based on that information, meeting participants considered the following issues:

- Illness related to the physical, mental, or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to restorative justice practices or services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: _____

Attendance Plan

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff:

Steps to be taken by student:

Steps to be taken by parent/guardian:

Steps to be taken by third parties:

Parent/Guardian*: _____

Student: _____

Attendance Officer: _____

Social Worker or School Administrator: _____

Other (indicate title): _____

Other (indicate title): _____

Other (indicate title): _____

Other (indicate title): _____

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement.

Please note that if your student accrues more absences than are allowed by the board of education's policy, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).

I have received a copy of this Plan, including the above notice:

Parent/Guardian*: _____

Student: _____

**If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*

Disenrollment Packet

Disenrollment from school is a serious decision with significant legal ramifications. Nebraska Statutes § 79-201 to 79-209 cover compulsory attendance at public school, exceptions, and the ways that a parent or a student who has reached 18 years of age may disenroll. The forms in this packet will help parents and students complete the legally required steps.

The disenrollment process is different for students of different ages. Multiple forms are contained in this packet. You only need to complete one of the disenrollment forms. When selecting the correct form for disenrollment, please note that the forms ask about your student's current age AND what age your student will be on January 1 of the current school year.

Depending on the age of your student at disenrollment, an exit interview may be required by state law.

Superintendent Verification of Exit Interview

I _____, am Superintendent of _____ Public Schools. Principal _____ and I attended the exit interview with the parent and child on _____, 20__.

Any other person that was requested by any of the required parties who agreed to attend the exit interview and who was available at the time designated for the exit interview was permitted to attend.

At the interview, I received evidence of the following:

1. The person requesting disenrollment has legal or actual charge or control of the student; and
2. The student is disenrolling due to either:
 - a. Financial hardships requiring the student to be employed to support the student's family or on or more dependents of the student; or
 - b. The student has an illness which makes attendance impossible or impracticable.

At the interview, I provided:

1. All known alternative educational opportunities, including vocational courses of study available to the student in the district; and
2. Information regarding how withdrawal from school is likely to reduce the potential future earnings for the student and increase the likelihood of the student being unemployed in the future.

In my opinion, the parent has legal and actual charge of the child and the child's illness makes attendance impossible or impracticable, or the child is experiencing financial hardship which necessitates employment to support the family.

Date: ____/____/____, _____, Superintendent

NEBRASKA JUVENILE COURTS: EDUCATION COURT REPORT

Instructions: The Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee has developed the **Nebraska Juvenile Courts: Education Court Report** to assist judges in ensuring the academic needs of court-involved children and youth are addressed as well as the developmental needs of infants and toddlers. The **Education Court Report** contains a series of questions designed to provide the judge with pertinent information about the child's education and development. The extent to which all or only a portion of those questions are explored will vary based on the child's age and specific circumstances. Use of the **Education Court Report** promotes the expectation that child welfare and juvenile justice professionals have ongoing communication with the child's school, preschool or child care provider and are prepared to report relevant information to the Court. Once completed, the **Education Court Report** may contain confidential information under state and federal law and should not be released without a Court order.

Child's Name _____	DOB _____	Age _____	
Court _____	Judge _____	Docket _____	Page _____
Completed By _____	Date _____		

ENROLLMENT

Is the child enrolled in school, preschool or child care?

Yes Name of Current School, Preschool or Child Care _____
Type of School, Preschool or Child Care _____ Length of Attendance _____
Grade Level _____

If the child is under 5, how was the preschool or child care chosen and by whom:

No Reason(s) why the child is not enrolled:

EDUCATIONAL STABILITY

Is the child attending the same school, preschool or child care?

Yes

No Name of New School, Preschool or Child Care _____
Date and reason(s) for this change _____
Number of prior changes in the school attended since child's court involvement _____

COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:

Has an *Educational Stability Plan* been jointly developed by DHHS, the school of origin and the child's parents (or education surrogate) following removal from the home? Yes No Has this been updated every six (6) months thereafter? Yes No

Has the current change in the school attended been determined to be in the child's "Best Interest"? Yes No

Does the school and DHHS-CFS agree that this current change is in the child's "Best Interest"? Yes No

If No, explain how dispute resolved _____

"Best Interest" Considerations taken into account by the school:

"Best Interest" Considerations taken into account by DHHS-CFS:

Efforts taken by the school and DHHS-CFS for the child to remain in the school of origin, same preschool or child care:

EDUCATION DECISION-MAKING

Have the child's parents retained education decision-making rights?

Yes

No Has a surrogate for education decision-making been appointed?

Yes Name of Education Surrogate _____

No Who is making education decisions on behalf of the child? _____

CAPTA (Child Abuse Prevention and Treatment Act) - COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY

If the child is under 5, has a CAPTA Screening been conducted?

Yes Did the child screen eligible for a full CAPTA Evaluation? Yes No

Has the CAPTA Evaluation been conducted? Yes No

Who made the referral? _____

No

ATTENDANCE

Has the child been tardy or absent from school, preschool or child care this year?

Yes Number and Reason(s) for tardiness, excused absences and/or unexcused absences since last court hearing:

Steps taken to address the child's tardiness and/or absences:

No

TRANSPORTATION AND SUPPLIES

How is the child getting to and from school, preschool or child care?

School Bus Self (Walking or Driving) Public Transportation (Bus or Taxi)

Foster Parent Case Manager Other _____

Distance Travelled _____

Are additional transportation arrangements needed for the child to continue attending the school of origin, same preschool or child care?

Yes Additional Transportation Needed _____

No

Does the child have the supplies and equipment needed for school, preschool or child care?

Yes

No Supplies and Equipment Needed _____

ACADEMIC PERFORMANCE AND GRADUATION

Is the child performing at the appropriate grade level in the core courses of Reading, Language Arts, Math, Science and Social Studies?

Yes

No Educational Services provided by the school to assist the child:

Tutoring or Academic Support Services Summer School

Online Courses and Assistance Other _____

Child's Grade Point Average (GPA) _____ Number of Credits Earned To-Date _____

Number of Credits Needed to Graduate _____ from _____ High School
(Specify School District / High School)

Is the child currently behind in academic credits required to graduate from high school?

- Yes** Educational Services provided by the school to assist the child _____
- No**

COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:

If the child is under 5, is he or she on track developmentally?

- Yes**
- No**

By what means was the child's development assessed? _____

If the child is under 5, what has been done to promote educational readiness?

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Preschool | <input type="checkbox"/> Pre-Kindergarten Program |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> EDN (Early Development Network) |
| <input type="checkbox"/> Other _____ | |

HEALTH FACTORS AFFECTING EDUCATION

Does the child have any health factors which may affect his or her ability to learn or attend school, preschool or child care regularly?

- Yes** Health Factors:

Impact on the child's development and/or education:

Supports provided by the school, preschool or child care to assist the child:
- No**

CHILDREN WITH DISABILITIES

If the child has or is suspected of having a disability which may affect learning, has he or she been evaluated for eligibility and services under Section 504 of the Rehabilitation Act or special education services under IDEA?

- Yes** Evaluation Results:
- No** Should an Evaluation under Section 504 be requested? Yes No
 Should a Multi-Disciplinary Team (MDT) Evaluation for special education services be requested? Yes No

Does the child have a current 504 Plan, Multi-Disciplinary Team (MDT) Report, Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP)?

- Yes** 504 Plan MDT Report IEP IFSP (for Infants and Toddlers)
 Is this plan meeting the child's educational and/or developmental needs? Yes No
- No**

SUSPENSION AND EXPULSION

Has the child been suspended or expelled from school, preschool or child care?

Yes Number, Reason(s) and Length of suspension or expulsion since last court hearing:

Alternative Educational Services provided by the school, preschool or child care:

No

EXTRACURRICULAR ACTIVITIES, INTERESTS AND TALENTS

What are the child's interests and talents? _____

Is the child involved in extracurricular activities?

Yes Extracurricular Activities _____

No

Does the child have the supplies and equipment needed to participate in extracurricular activities?

Yes

No Supplies and Equipment needed _____

POST-SECONDARY EDUCATION AND EMPLOYMENT

What are the child's plans after high school?

Post-Secondary Education _____ Employment _____

Military _____ Other _____

COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:

Does the child have a DHHS-CFS Independent Living Plan?

Yes Does this plan meet the child's independent living needs? Yes No

No Does a plan need to be developed? Yes No

Acknowledgements: *The Nebraska Juvenile Court: Education Court Report* was adapted from the national model, *Asking the Right Questions II: Judicial Checklists to Meet the Educational Needs of Children and Youth in Foster Care*, created by the National Council of Juvenile and Family Court Judges and Casey Family Programs, as well as *Nebraska's Judicial Checklist to Address the Educational Needs of Students in Out-of-Home Care* developed by the Nebraska Department of Education.

EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

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

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

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

EMERGENCY PROTOCOL:

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

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

- Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds
- Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back
- Administer CPR, if indicated

(PHYSICIAN)

Date

[Print on School District Letterhead]

April 4, 2022

[Insert Name of County Attorney of the County in which the principal office of the school district is located]

[Insert Address]

RE: Policy on Absenteeism; Requested Collaboration

Dear [Name]:

State law requires school districts to "have a written policy on excessive absenteeism developed in collaboration with the county attorney of the county in which the principal office of the school district is located."

Enclosed is a draft of an excessive absenteeism policy that we intend to submit to the Board of Education for adoption. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at [insert phone number].

State law also requires me to review this policy in collaboration with you or your designee annually, and I hope to present this to the board at its regular [redacted] meeting. As such, I request that you contact me with regard to the policy at your earliest opportunity.

Sincerely,

[School Name]

[Superintendent Name], Superintendent

Enclosure: Attendance and Excessive Absenteeism Policy

[DISTRICT LETTERHEAD]

April 4, 2022

[County Attorney]

[Mailing Address]

[City, NE Zip]

Re: Absenteeism Report

[County Attorney]:

Pursuant to NEB. REV. STAT. § 79-209(3) and board policy, I am reporting that the following student has accrued absences, or the hourly equivalent, requiring me to make a report to your office. Our efforts at establishing a collaborative plan to address barriers to attendance with the family, **which is attached**, has proved unsuccessful. I have also notified the family via letter, **a copy of which is attached**, of my intent to refer this matter to your office. In addition to the attached collaborative plan and letter notifying the family of the referral, I would like to provide the following information:

Student: _____

Days Absent: _____

Unexcused absences totaling: _____

Excused absences totaling: _____

- The district requests additional time to work with the student prior to your intervention.
- The district believes that it has used all reasonable efforts to resolve the student's excessive absenteeism without success and recommends that you intervene.

If you determine that further action is necessary to address the student's attendance and you would like to conduct a meeting between the parent/guardian, district, and you or your designee, I will determine a location for the meeting and work with you and the parents/guardians to establish a meeting time.

Sincerely,

[Attendance Officer],
Attendance Officer,
[School District]

[DISTRICT LETTERHEAD]

April 4, 2022

[Name]
[Mailing Address]
[City, NE Zip]

Re: Absenteeism Report

Dear [Parent and Student]:

On _____, we met to form a collaborative plan to address [STUDENT'S] barriers to attendance. We formed a collaborative plan, provided a copy to you, and implemented it. However, [STUDENT] continues to be excessively absent from school, nor have any of the other efforts we've worked on this year with you and [STUDENT] proved successful.

Pursuant to NEB. REV. STAT. § 79-209, I am notifying you that I will be referring this matter to the county attorney. Pursuant to our board policy, this report is based on the fact that [STUDENT] has missed 20 or more days of school this year or the hourly or daily equivalent through this portion of the school year, with at least a portion of the absences being unexcused:

Days Absent: _____

Unexcused absences totaling: _____

Excused absences totaling: _____

I would be happy to continue working with you to improve [STUDENT'S] attendance. Please contact me immediately if you have any suggestions to improve your student's attendance. I will also be referring this to the county attorney for determination of whether further action from that office is necessary to address these attendance issues.

Sincerely,

[Attendance Officer],
Attendance Officer,
[School District]

Cc: County Attorney

Student Fee Waiver Application

The school district will waive certain fees for students who qualify for free and reduced lunches under the income guidelines of the United States Department of Agriculture. If you would like the school district to waive specific student fees for your student, you must fill this form out in its entirety and submit it, along with any required documentation, to the office of the Superintendent of Schools.

Part 1: Name of the student on behalf of whom you are requesting a fee waiver: _____

Part 2: Specific fee(s) for which you are requesting a waiver:

Part 3: Eligibility. Select ONE of the following:

- Check here if your student is eligible for fee waivers because he or she is a foster child. Please attach official documentation from the agency sponsoring the child.
- Check here if your student is eligible for fee waivers because you receive Food Stamps, FDPIR or TANF for the child. Please attach a copy of one of the following:
 - A Food Stamp, FDPIR or TANF Certification Notice that shows dates of certification
 - A letter from Food Stamp or Welfare Office confirming your receipt of Food Stamps, FDPIR or TANF
 - An ATP (Authorization to Participate) card with an expiration date. Do not send your EBT card
- Check here if your student is eligible because your household income is less than 180% of poverty level.

Name (list everyone in your household)	Last month's income and how often it was received Example: \$100/monthly \$100/twice a month \$100/every other week				Check if no income
	Earnings from work before deductions	Welfare, child support, alimony	Pensions, retirement, Social Security	Other	
	_____/_____ _____	_____/_____ _____	_____/_____ _____	_____/_____ _____	
	_____/_____ _____	_____/_____ _____	_____/_____ _____	_____/_____ _____	G
	_____/_____ _____	_____/_____ _____	_____/_____ _____	_____/_____ _____	G
	_____/_____ _____	_____/_____ _____	_____/_____ _____	_____/_____ _____	G
	_____/_____ _____	_____/_____ _____	_____/_____ _____	_____/_____ _____	G
	\$_____/_____ _____	\$_____/_____ _____	\$_____/_____ _____	\$_____/_____ _____	G

Please attach documents verifying the amount of money your household received last month from each source. The documents you provide must show the name of the person who received the income, the date it was received, how much was received and how often it was received.

Acceptable documentation includes:

Jobs: current paycheck stub or pay envelope that shows how often pay is received; letter from employer stating gross wages and how often they are paid; or business or farming papers, such as a ledger or tax books.

Social Security, Pensions, or Retirement: A notice of eligibility from state employment security office, check stub, or letter from Workers= Compensation Court.

Welfare Payments: A benefit letter from a welfare agency.

Child Support or Alimony: A court decree, agreement, or copies of checks received.

Other income (such as rental income): Information that shows the amount of income received, how often it is received, and the date received.

No income: A brief note explaining how you provide food, clothing and housing for your household and when you expect an income.

Part 4. Signature and Verification

An adult household member must sign this application.

PLEASE READ THIS CERTIFICATION BEFORE SIGNING:

I certify that all information on this application is true and that all income is reported. By my signature on this document, I give school authorities permission to disclose my student's eligibility for fee waivers to school personnel as necessary to effect the fee waiver. I understand that any clothing, equipment, or other materials used by my student during his or her participation in the activity for which student fees have been waived are and will remain the property of the school district.

Sign: _____

Date: _____

Foreign Exchange Student Application Form

THIS SECTION MUST BE COMPLETED BY THE HOST FAMILY:

Name(s) of Host Family Parent(s): _____

Address: _____ Phone: _____

****Note to Host Family Parent(s):** Attached to this form is the Nebraska Department of Education Rule 19 Attendance form required for admission of students. Please fill it out and return it with this Application.

THIS SECTION MUST BE COMPLETED BY THE STUDENT AND/OR EXCHANGE PROGRAM SPONSOR AND/OR PARENT OR GUARDIAN:

Student Name: _____

Country of Origin: _____

Date of Birth: _____ Age: _____

Exchange Program Name: _____

Previous Exchange Programs: _____

Previous School Attended: _____

Location and Contact Information: _____

Student is Fluent in English: Yes No

If "No" Describe the Student's English Language Education and Training:

PRIOR TO ADMITTANCE THE STUDENT MUST PROVIDE THE FOLLOWING:

1. Copy of Birth Certificate
2. Complete Physical and Eye exams as required by State Law 79-214 (2)
3. Record of Immunizations
4. Transcript from Current Educational Institution

For District Use Only

Application

- Denied (reason): _____
- Approved

Forms Provided

- Birth Certificate
- Physical Exam
- Eye Exam
- Immunization Records
- Transcripts

LYONS-DECATUR NORTHEAST

REQUEST TO DISENROLL AND PROCEDURE FOR DISENROLLMENT

Student Name: _____

Requester's Name: _____

Reason for Disenrollment (please also attach any documentation which supports the reasons for disenrollment, if applicable):

- Financial hardship requiring the student to be employed to support the student's family or a dependent(s) of the student.
- Student's illness which makes attendance impossible or impracticable.

Proof of legal or actual charge or control of the student (please also attach any documentation which proves legal or actual control of the student, if applicable):

Upon receipt of this signed, written request for disenrollment, the superintendent or superintendent's designee will set a time and place for an exit interview. The following persons must attend the exit interview:

1. The student, unless the student is too ill to attend;
2. The person(s) with legal charge or control of the student who requested the interview;
3. The superintendent or the superintendent's designee;
4. The student's then-current principal or the principal's designee; and
5. Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the student's principal or such principal's designee if the student is enrolled in a private, denominational, or parochial school.

At the interview, the Requester must present the following evidence, if it has not already been provided with this form:

1. The Requester has legal or actual charge or control of the student; and
2. The student is disenrolling due to either:

- a. Financial hardships requiring the student to be employed to support the student's family or on or more dependents of the student; or
- b. The student has an illness which makes attendance impossible or impracticable.

At the interview, the superintendent or the superintendent's designee must:

1. Identify all known alternative educational opportunities, including vocational courses of study available to the student in the district; and
2. Discuss how withdrawing from school is likely to reduce the potential future earnings for the student and increase the likelihood of the student being unemployed in the future.

At the conclusion of the interview, the Requester may either withdraw the request for disenrollment or sign the disenrollment form provided by the district. The disenrollment form is different from the written request to disenroll, and it must include:

1. The signature of the student, unless the student's illness prevents the student from attending the exit interview;
2. The signature of the superintendent or superintendent's designee; and
3. Acknowledgment from the superintendent or superintendent's designee that
 - a. The interview was held and the required information was presented;
 - b. In the opinion of the superintendent or the superintendent's designee, the person making the written request has legal or actual charge or control of the child; and
 - c. The child is in fact experiencing financial hardships requiring the child to be employed to support the child's family or one or more of the child's dependents, or the child's illness makes it impossible or impracticable to attend.

By signing below, I understand that I am representing to the school district that I am in legal or actual charge or control of the student.

Requester Signature: _____ Date: _____

For District Office Use Only:

Received By: _____

On: _____

Placed in Student File on: _____

Copy to Superintendent on: _____

[Print on School District Letterhead]

[Date], 2018

[Insert Name of County Attorney of the County in which the principal office of the school district is located]

[Insert Address]

RE: Collaboration Required by Statute

Dear [Name]:

With the passage of LB 1081, the legislature amended Neb. Rev. Stat. § 79-262 to require school districts to collaborate with their county attorney prior to August 1 of each year to establish what student conduct school principals are required to report to law enforcement under § 79-293.

Enclosed is the district's student discipline policy. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at [insert phone number].

We need to get the new policy in place prior to the beginning of the 2018-2019 school year. As such, I request that you contact me with regard to the policies at your earliest opportunity.

Sincerely,

[School Name]

[Superintendent Name], Superintendent

Enclosure: Student Discipline Policies

McKINNEY-VENTO DISPUTE FORM

District Liaison Name and Contact Information: _____

Nebraska Department of Education Liaison may be reached at 402-471-2481.

Child/Youth's Name: _____

Person completing form and relationship to student:

Contact information: (Address/phone/e-mail)

I am disputing the following decision because (give detailed information):

I request that the following action be taken on this dispute:

Parent/guardian or unaccompanied homeless youth's signature:
_____ Date: _____

NOTE: The district's written response and explanation of the decision regarding any dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied homeless youth will be given within thirty (30) calendar days of the time such complaint or dispute is brought. (NDE Rule 19, Section 005.02)

For School Use

Date the form was received by District Homeless Liaison: _____

**McKINNEY-VENTO DISPUTE RESOLUTION WRITTEN
RESPONSE AND RIGHT TO APPEAL NOTIFICATION**

Determination of District

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification and determination of the District was provided within 30 calendar days of the time such dispute was brought:

After reviewing the information relevant to the dispute, the District's determination and explanation for this determination is as follows:

Administrator's Signature: _____ Date: _____

Signature of parent, guardian or other person having legal or actual charge or control of a homeless child or youth: _____ Date: _____

Signature of Unaccompanied Homeless Youth:

_____ Date: _____

Notice of Right to Appeal

If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the District's Homeless Students policy and the Nebraska Department of Education Rule 19, Sections 005.03 and 005.03C available online at: www.education.ne.gov/legal/webrulespdf/Clean_19_2010.pdf

For more information about the right to appeal, you may contact the following people:

- (1) The District's Homeless Liaison at: _____; or
- (2) Nebraska Department of Education Homeless Education Coordinator at: 402-471-2481

WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION

WRITTEN NOTIFICATION OF
ENROLLMENT/PLACEMENT DECISION FOR STUDENT

The following written notification is provided to:

Parent/Guardian Name: _____

Unaccompanied Youth Name: _____

After reviewing the request to enroll the child/youth, the determinations are as follows:

McKinney-Vento Act Eligibility:

____ Child/youth qualifies under the McKinney-Vento Act.

____ Child/youth does not qualify under the McKinney-Vento Act. Following is the explanation of this decision.

Placement of McKinney-Vento Eligible child/youth:

Based on the best interest of the child/youth the placement will be at:

Explanation of placement (if placement is not in school of origin or the school of choice of parent/guardian or unaccompanied youth):

Administrator Signature: _____

Date on which this Written Notification form was provided to the parent/guardian and/or unaccompanied youth: _____

Parent/Guardian or Unaccompanied Youth Signature: _____

NOTE: If you are not satisfied with the determinations, you have the right to use the McKinney-Vento dispute resolution process as outlined in the District Homeless Policy. Contact the District Homeless Liaison and complete the Dispute Resolution Form.

**APPLICATION FOR STUDENT TRANSFER
 NEBRASKA ENROLLMENT OPTION PROGRAM
 _____ SCHOOL YEAR**

SECTION 1: TO BE COMPLETED BY THE PARENT, LEGAL GUARDIAN, OR STUDENT (if an emancipated minor or age 19 or order) requesting a transfer to attend a school district other than the district of residence. Between September 1 and March 15, this application must be sent, (postmarked) or delivered to the **Option School District. If after March 15, this application **MUST** be accompanied by a **WRITTEN** release (waiver) from an authorized official of the Resident District or Section 2 must be completed by the resident school district, unless the student relocated after February 1st. **Learning Community Open Enrollment Option Students - See Information for Completing Form Note.****

Student Name (Last, First, M.I.)		Birthdate: Month _____ Day _____ Year _____ Sex: F _____ M _____	
Parent/Guardian Name (Last, First, M.I.)		Mailing Address	Residence Address (if different)
City		Zip Code	Telephone Number (home/work)
Expected Grade Level at Time of Enrollment: K 1 2 3 4 5 6 7 8 9 10 11 12			
Does Student Require Special Education Services? (check one)		Yes _____	No _____
If Yes, Does the Student Have an Individualized Education Program (IEP)?		Yes _____	No _____
Is the Applicant a Sibling of a Current Option Student?		Yes _____	No _____
Has the Applicant Attended Option District for the Immediately Preceding 2 Years?		Yes _____	No _____
Did the Student Relocate After February 1 st ?		Yes _____	No _____
Does Applicant Qualify for Free or Reduced Price Lunches?		Yes _____	No _____
Signature of Parent:		Date:	
Resident District Name and Number:		Building Currently Attending:	
Option District Name and Number:		Building Preference:	

Application must be sent or delivered to the Option School District

SECTION 2: TO BE COMPLETED BY THE RESIDENT SCHOOL DISTRICT (only if this application is submitted by the parent, legal guardian or student after the March 15 deadline, and the student has not relocated after February 1st).

The resident district waives deadline dates: _____		The resident district will not waive deadline dates: _____	
Reason for Denial (required):			
Name and Title of Authorized Official:			
Date:		Signature:	

SECTION 3: TO BE COMPLETED BY THE OPTION SCHOOL DISTRICT. Whether approved or denied, send photocopies to the Applicant and the Resident District.

OPTION SCHOOL DISTRICT NAME: _____		Date this Application Received: _____	
County _____	County-District Number _____	Phone Number _____	
The Option School District: Approves _____ (or) Denies _____ this application.			
Reason for Denial (required):			
If district approves this application, date student will begin attending Option District: Month _____ Day _____ Year _____			
Name and Title of Authorized Official:			
Date Application Accepted/Rejected:		Signature:	

CHANGE OF STATUS

To be completed by an authorized official of the Option District (or parent) when the Option student quits the option, withdraws the application prior to attending or if the Option student's Resident District changes for any reason and the student continues attending the Option District (original resident). **Send photocopies to the Applicant and the Resident District.**

The Status of This Student is Changed for the Following Reason(s):		
_____ Withdrawal of the application prior to attending the present school year.	_____ Has completed the grades offered in the Option District.	_____ Attending High School in a district which is affiliated with the resident District.
_____ Cancellation of Enrollment Option during the present school year (Both Superintendents must sign below).	_____ Discontinuation of school attendance (moved away, deceased, etc.).	
_____ Other (Specify) _____		
Date Change of Status: Month _____ Day _____ Year _____		
New Mailing Address: _____		
City: _____	Zip Code: _____	Telephone Number (home/work): _____
Resident School District Name: _____		
County: _____	County District Number: _____	Phone Number: _____
Name and Title of Option and Resident District Officials (or parent): _____		
Date: _____	Signature: _____	Date: _____ Signature: _____

INFORMATION FOR COMPLETING THE ENROLLMENT OPTION APPLICATION FORM

Photocopies should be made for communication and coordination of the necessary information with Applicants and Schools.

When completing applications for the Enrollment Option Program, applicants and school officials should be aware of the following dates:

September 1:	Earliest date for submitting applications for the next school year.
March 15:	Deadline for filing applications unless a waiver of dates is granted.
April 1:	On or <u>before</u> this date, the Option District must inform the Resident District of all names of applications.
April 1:	Final date for option district to respond to the application.

NOTE: Enrollment Option is available only once to each student prior to graduation except that an option does not count toward that limitation if it meets, or met at the time of the option, one of the following criteria: (a) The student relocates to a different resident school district, (b) the option school district merges with another district, (c) the option school district is a Class I district, (d) the student will have completed either the grades offered in the school building originally attended in the option school district or the grades immediately preceding the lowest grade offered in the school building for which a new option is sought, (e) the option would allow the student to continue current enrollment in a school district, (f) the option would allow the student to enroll in a school district in which the student was previously enrolled as a student, or (g) the student is an open enrollment option student.

NSAA Eligibility: "Potential applicants should consult with officials of the Nebraska School Activity Association (NSAA) to determine a student's eligibility for participation in extracurricular activities if a student is or may be participating in any activities sponsored by the NSAA."

DEFINITIONS:

Option School District: A public school district the student chooses to attend other than his or her resident school district.
Option Student: A student that has chosen to attend a public school district other than his or her resident school district, including a student who resides in a learning community and who has chosen to attend an option school district in such learning community prior to the effective date of the establishment of such learning community, but not including a student who resides in a learning community and who enrolls in another school district in such learning community.

Resident School District: The public school district in which a student resides, or attends as a resident student.

Note: The Resident and Option School Districts should retain this form until the student completes school or cancels the Enrollment Option.

DIRECTIONS FOR COMPLETING SECTION 1:

- The parent or legal guardian should complete this section. The student may complete this section if he or she is an emancipated minor or age 19 or older.
- A separate application form is required for each applicant.
- Learning Community open enrollment students for any part of the 2016/17 school year would be automatically approved as open enrollment option students for the 2017/18 school fiscal year and could continue in the same school without submitting an additional application unless the student has completed the grades offered in the school or is disqualified due to an expulsion.
- Indicate in the appropriate spaces:
 - If the student needs Special Education services and has an individualized Education Program (IEP).
 - If the applicant has a sibling that is a current option student.
 - If the applicant has attended the option district for the immediately preceding two years.
 - If the student relocated after February 1st.
 - (Optional) if the applicant qualifies for free or reduced price lunches.
- Applicant must currently reside in the Resident School District listed in Section 1 at the time of application.
- The application should be signed and delivered to the office of the superintendent of schools of the Option School District.

DIRECTIONS FOR COMPLETING SECTION 2:

- This is only needed if the application is made after March 15.
- If the Resident School District will not waive deadline dates, the reason for denial must be stated in the appropriate space.

DIRECTIONS FOR COMPLETING SECTION 3:

- If the Option School District approves the application, indicate by marking the appropriate space.
- Submission of an incomplete form is not an adequate reason to deny an application. The Option School District officials should secure a complete form prior to the March 15 deadline.
- If the Option School District denies the application, the reason for denial must be stated in the appropriate space.
- Whether approved or denied, photocopies of any application received by the March 15 deadline must be sent by April 1 to the Applicant and the Resident School District.
- **NOTE:** Unless the student relocated to a different district after February 1st, had a previous option district merge after February 1st, or became eligible for the option as a result of changes made to 79-234(1) R.R.S. by LB 410 (2013), applications submitted after the March 15 deadline must have Section 2 completed or be accompanied by a written release from the Resident School District that includes a statement of deadline waiver, the signature of the superintendent and the date of such action. The application should also be sent to the Applicant and the Resident School District.

DIRECTIONS FOR COMPLETING THE CHANGE OF STATUS SECTION:

- When an Option student moves out of the Resident School District, completes grades offered in the Option School District, becomes a resident of the affiliated high school district or ceases to attend the Option School District for other reasons, the Option School District should complete the Change of Status section and send photocopies to the Applicant and the Resident School District.
- When the parents seek to withdraw an application or cancel an approved Enrollment Option transfer, they may notify the Option District official who will then complete the Change of Status, or parents may complete the Change of Status and affix their own signature. In either case, copies must be provided to the Option and Resident districts.

APPEAL PROCESS:

The parent or legal guardian may appeal a rejection of an application or of a request to release to the State Board of Education within thirty days after the date the notification of the rejection is received. A sample petition form for this appeal can be found in Appendix A of the Nebraska Department of Education's Rule 61 (<http://www.education.ne.gov/LEGAL/webrulespdf/RULE61.pdf>).

If the Applicant or School District officials have questions or need assistance in completing this form, contact:
Nebraska Department of Education / Enrollment Option Program
Telephone (402) 471-3323

Additional copies of the "Application of Student Transfer – Nebraska Enrollment Option Program" form can be downloaded from our website at:
<http://www.education.ne.gov/fos/OrgServices/EnrollmentOption/>

**PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF NON- PRESCRIPTION DRUGS TO STUDENTS**

While the administration of medications to students should be scheduled outside of school hours whenever possible, occasionally it may be necessary for school personnel to administer nonprescription drugs to a student as authorized by the student's parents, guardians, or medical professionals and state law. School personnel will only dispense those nonprescription drugs which have been approved by state and federal law for use as a drug and meet the definition of nonprescription drugs in Nebraska's Medication Aide law which states:

Nonprescription drugs means nonnarcotic medicines or drugs which may be sold without a medical order and which are prepackaged for use by the consumer and labeled in accordance with the requirements of the laws and regulations of this state and the federal government.

In order for students to be administered nonprescription medication by school personnel, a parent or guardian must:

- Complete and return this authorization form.
- Provide the district with any nonprescription drugs you wish to be administered in its original container from the manufacturer, which must include legible, unadulterated manufacturer instructions. The container must be labeled with the student's name.
- Provide the district with specific written instructions regarding the requested nonprescription drug's administration, including the date(s) the student is to be administered the drug, the dosage to be administered, the frequency of administration, and any other details or conditions relevant to administration.

School personnel will not administer nonprescription drugs in a manner inconsistent with the manufacturer instructions or state law. School personnel will not administer non-prescription drugs that is expired.

The undersigned are the parent(s), guardian(s), or person(s) in charge of

_____.
(name of the student)

I authorize and request school personnel to administer nonprescription drugs to my student. I release the school district, its officials, and employees from any and all liability concerning the administration of nonprescription drugs to my student.

DATED this _____ day of _____, 20__.

Parent/Guardian

NOTICE OF POLICY ON 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.

NOTICE OF PARENTAL RIGHTS

The Family Education Rights and Privacy Act (FERPA) provides parents and guardians 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 day 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 you believe one of your student's records is inaccurate, you should write the school principal, clearly identify the part of the record you want changed, and specify why it is inaccurate. If the school decides not to amend the record as requested, it will notify you of the decision and advise you of your right to a hearing regarding the request for amendment.

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.

Directory information is information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if it were disclosed. For example, an athletic program that lists the names of team members and their heights and/or weights and an academic program that lists the names of students receiving academic awards both contain directory information. So do other school district publications and the district's web site. Directory information includes the following information about a student:

- Name and grade
- 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
- 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 by the authorized user.

Directory information about your student(s) can also 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 that they do not want this information disclosed without prior written parental consent.

You have two options:

If you *DO NOT OBJECT* to the disclosure of directory information about your student, you do not need to do anything.

If you *OBJECT* to the disclosure of any directory information about your student, you should write a letter to the principal at the building where your student(s) attend(s) school. This letter should specify the particular categories of directory information that you do not wish to have released about your child or the particular types of outside organizations to which you do not wish directory information to be released.

Non-directory Information. Please be aware that all of the other personally identifiable information about your student(s) that is contained in this school district's education records will generally not be disclosed to anyone outside the school system except: (1) in accordance with the provisions of FERPA and regulations, (2) in accordance with state statutes and regulations, or (3) in accordance with your written instructions.

Internal Use of Information. Whatever choice you make, the school district will be able to use this directory information for internal school

purposes and to share it with other education institutions in accordance with law.

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 you when it makes a disclosure under this provision.

Complaints. You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

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

Application for Part-Time Enrollment

I, **(print name)** _____, am the parent or legal guardian of **(print child's name)** _____, and have legal authority to make education decisions regarding the child. My child resides in the _____ Public School District and seeks to be enrolled in _____ Public Schools as a part-time student. My child seeks to enroll in the following courses*: _____

**if the course is a sequential course (e.g. Spanish III), please include an explanation of the child's preparation to enroll in the course*

I understand that my child's ability to enroll in the course(s) above is subject to (1) board policies governing the admission of students; (2) course capacity; and (3) scheduling constraints. I further understand that my child must comply with all rules and regulations of the school district, the directives of its staff, and the policies of its board of education. Should my child fail to comply with the above, he/she will not be allowed to continue in part-time enrollment.

Notarized signature required:

Printed Name: _____

Relationship to Student: _____

Address: _____

Phone Number: (_____) _____ Date _____

Signature: _____

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this ____ day of _____, 201__.

Notary Public

**PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF PRESCRIPTION DRUGS TO STUDENTS**

The undersigned are the parent(s), guardian(s), or person(s) in charge of

(name of the student)

It is necessary that the student receive (name of drug) _____, a physician-prescribed drug, during school intervals beginning on (date) _____ and continuing through _____ (date)

I hereby request that the School District, or its authorized representative, administer the drug named above to my child named above, in accordance with the prescribing physician's instructions, and agree to:

1. Submit this request to the teacher.
2. Make certain the Physician's Request for the Administration of Prescription Medication by School Personnel is submitted to the teacher.
3. Make sure personally that the drug is received by the teacher and/or county nursing service administering it, in the container in which it was dispensed by the prescribing physician or licensed pharmacist.
4. Make sure personally that the container in which the drug is dispensed is marked with the drug name, dosage, interval dosage, and date after which no administration should be given.
5. Submit a REVISED STATEMENT signed by the physician prescribing the drug to the teacher IF ANY OF THE INFORMATION PROVIDED BY THE PHYSICIAN CHANGES.
6. Release the School District and the Board of Education of the School District and all employees, agents, and the representatives of the School District from any liability concerning the giving or non-giving of the drug to the student.

DATED this _____ day of _____, 20__.

Parent/Guardian

**ADMINISTRATION OF MEDICATION TO STUDENTS
PHYSICIAN'S REQUEST FOR ADMINISTRATION OF PRESCRIPTION
MEDICATIONS BY SCHOOL PERSONNEL**

DATE _____

CHILD'S FULL NAME _____ is under my care and must take medication which I have prescribed during the school day.

Name of medication (as it appears on container in which the drug is stored)

Dosage and time _____

Date administration of drug is to begin

Possible adverse reactions to be reported to physician _____

Special instructions for the administration and storage of the drug _____

I or my designee(s) have trained school personnel or approved alternative training as adequate to administer the medication, have evaluated the situation, the general administration plan and if applicable, the self administration plan or emergency care plan, and deemed each to be safe and appropriate, and if applicable authorize the use of hypodermic syringes and needles or similar medical terms.

Name of Physician and Designee

Print or Type

Primary Phone Number

Secondary Phone Number

Signature of Physician

Protection of Pupil Rights Amendment (PPRA) Notice and Consent/Opt-Out for Specific Activities

The Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, requires the school district to notify you and obtain consent or allow you to opt your child out of participating certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas ("protected information surveys"):

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure or use of student information for marketing purposes ("marketing surveys"), and certain physical exams and screenings.

The following list of activities requiring parental notice and consent or opt-out for the upcoming school year is not exhaustive. If surveys and activities are scheduled after the school year starts, the school district will provide parents, within a reasonable period of time prior to the administration of the surveys and activities.

This is a sample dealing with a survey requesting protected information. You will need to complete the form using information for your district's specific activities.

Date: On or about October 31, 2005

Grades: 7th and 8th

Activity: Survey of At-Risk Behaviors

Summary: This is an anonymous survey that asks students questions about behaviors such as drug and alcohol use, sexual conduct, violence, and other at-risk behaviors. The survey also asks questions of a demographic nature concerning family make-up, the relationship between parents and children and use of alcohol in the home.

If a survey of this nature is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.

Consent: A parent must sign and return the attached consent form no later than _____ so that your child may participate in this survey.

If a survey of this nature is funded by any source other than the U.S. Department of Education, the school district must simply provide parents the opportunity to opt out of the survey.

Opt-out: Contact _____ at _____ no later than _____ if you do not want your child to participate in this survey.

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to _____, at _____. He/she will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before they are administered to your student.

I, _____, give my consent for _____ to take the Survey of At-Risk Behaviors on or about October 31, 2016.

Please return this form no later than _____ to the school.

This is a sample notifying parents of physical exams and health screenings. You will need to complete the form using information for your district's specific activities.

Date: On or about October 31, 2016

Grades: 9- 12

Activity: Flu Shots

Summary: The county health department will administer flu shots for influenza types A and B. Students will be examined for evidence of illness before administration of the immunizations.

Opt-out: Contact _____ at _____ no later than _____ if you do not want your child to participate in this survey.

We have not included a sample notifying parents of marketing because most school districts only provide vendors with directory information about students. If your school district provides vendors with additional information (for example, student social security numbers), please contact us and we will assist you in drafting a PPRA notice for that activity.

**STATEMENT OF LAW ENFORCEMENT OFFICER RELATING
TO REMOVAL OF CHILD FROM SCHOOL PREMISES WHO
IS BELIEVED TO BE THE VICTIM OF CHILD ABUSE**

I, _____ (printed name of law enforcement officer) certify that I am a law enforcement officer employed by _____ (printed name of law enforcement agency). I certify that I am removing _____ (printed name of child being removed from school premises) because the child is believed to be the victim of child abuse. I acknowledge that I have been provided with the address and telephone number of the child's parent or guardian by school officials. I also acknowledge that I am familiar with and will comply with the obligations imposed on me by NEB. REV. STAT. § 79-294, which is set forth below:

When a principal or other school official releases a minor student to a peace officer as defined in section 49-801 for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the peace officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held or that the disclosure would cause the custody of the minor to be disturbed, the peace officer may refuse to disclose the place where the minor is being held for a period not to exceed twenty-four hours. The peace officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at any subsequent detention hearing.

Date: _____

Signature of Law Enforcement Officer

Time: _____

One Copy to Employee
One Copy to Nebraska Department of Labor
One Copy to Issuing Officer

Federal Hour Restrictions
Not more than 3 Hours on a School Day
Not more than 18 Hours in a School Week
Not More than 8 Hours on a Nonschool Day
Not more than 40 Hours in a Nonschool Week
Not Before 7 a.m. nor After 7 p.m.
(9 p.m. from June 1st through Labor Day)

Nebraska Hour Restrictions
Not More than 8 hours in One Day
Not More than 48 Hours in One Week
Not Before 6 a.m. nor After 10 p.m.

**NEBRASKA WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR**

5723 "F" Street * Omaha, Nebraska 68117-1898 * (402) 595-3095

**Employment Certificate
(For Minors 14 and 15 Years of Age)**

- Employment During School Year
- Employment During School Vacations

Date of Issue _____,

20 _____

This certificate authorizes the employment of _____
(NAME OF MINOR)

_____ by _____
(ADDRESS OF MINOR) (NAME OF EMPLOYER)

_____ (ADDRESS OF EMPLOYER) _____ (NATURE OF BUSINESS)

_____ (EMPLOYER'S TELEPHONE NUMBER) _____ (WORK TO BE DONE BY MINOR)

_____ Days per week; _____ Hours per week; _____ Hours per day \$ _____ Hourly wage

Day's work to start at _____ A.M. P.M. Minor's Sex: Female Male

Day's work to end at _____ A.M. P.M. Minor's Age _____ Date of Birth _____

Certificate valid from _____, 20 _____ to _____, 20 _____

Evidence of age accepted _____ Grade Completed _____
(Specify)

Place of Birth _____
(City) (State)

Color of Hair _____ Color of Eyes _____ Height _____ feet _____ inches Weight _____ pounds

Distinguishing facial marks

Name of Parent(s) _____ Telephone Number _____

Certificate is valid for one year.

Sign here _____
(SIGNATURE OF MINOR)

This is to certify that I have examined, approved and filed the papers required, and that the minor has been examined and has signed this certificate in my presence.

NOTE: State and Federal Child Labor Laws are different. It is the responsibility of the employer to be aware of which law applies and to be governed by the more restrictive. Information regarding Federal Child Labor Laws may be obtained from the U.S. Department of Labor, Wage and Hour Division, Omaha, NE, (402) 221-4682.

(Issuing Officer's Signature)

(Title) (Telephone No.)

(Name of School) (County)

(Address of School)

(City) (Zip)

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION**

I, _____ (parent or guardian name), am the parent or guardian of _____ (student name) who is enrolling in the beginner grade or seventh grade in Lyons-Decatur Northeast Public Schools, or who is transferring from out of state into any grade in Lyons-Decatur Northeast Public Schools:

I understand that state law requires that the school be provided with evidence of: (1) a physical examination, and (2) a visual evaluation. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the (check one or both):

- physical examination
- visual evaluation

for the above named child. I will not hold Lyons-Decatur Northeast Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child.

Dated this _____ day of _____, 20____.

Parent or Guardian