

Board of Education Regular Meeting

Wednesday, August 10, 2016 6:30 PM

East Butler School  
212 South Madison Street  
Brainard, NE 68626-0036

Jan Bostelman: Present

Stonie Cooper: Present

Mark Janak: Present

Megan Kozisek: Present

Nate Radenslaben: Present

Chris Rezac: Absent

Kim TePoel: Present

Marlene Wade: Present

Dan Zysset: Present

1. Call Meeting To Order

2. Roll Call

3. Flag Salute

4. Approve Agenda

Motion to approve the agenda as presented Passed with a motion by Jan Bostelman and a

second by Dan Zysset.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

5. Patron's Comments- Limited to 3 minutes per person and total of 45 minutes.

## 6. Informational Items

6.1. Facility Update

6.2. Proposed Budget

6.3. Transportation Update

## 7. Consent Agenda

Motion to approve the consent agenda excluding Distance Learning bill Passed with a motion by Kim TePoel and a second by Stonie Cooper.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

7.1. Approval of Minutes

7.2. Treasurer's Report

## 8. Regular Agenda

### 8.1. TERIP

Approve TERIP as stated by law firm for only two teachers for only the upcoming year Failed with a motion by Stonie Cooper and a second by Jan Bostelman.

Jan Bostelman: Nay, Stonie Cooper: Nay, Megan Kozisek: Nay, Nate Radenslaben: Nay, Kim TePoel: Nay, Marlene Wade: Nay, Dan Zysset: Nay, Mark Janak: Yea

### 8.2. Distance Learning

Discontinue the distance learning services Passed with a motion by Dan Zysset and a second by Marlene Wade.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

### 8.3. Second Reading of Policy Revisions

Approve second reading of policy revisions Passed with a motion by Marlene Wade and a second by Stonie Cooper.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

### 8.4. Adjust Option Enrollment Capacities

To adjust Option Enrollment capacities from 262 to 283 Passed with a motion by Marlene

Wade and a second by Kim TePoel.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

#### 8.5. E-Funds Approval

Accept Efund with No Cost Plan Passed with a motion by Kim TePoel and a second by Jan Bostelman.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

#### 9. Administrative Comments

#### 10. Items for next Meeting

#### 11. Adjournment

Motion to adjourn at 7:56 P.M. Passed with a motion by Stonie Cooper and a second by Marlene Wade.

Jan Bostelman: Yea, Stonie Cooper: Yea, Mark Janak: Yea, Megan Kozisek: Yea, Nate Radenslaben: Yea, Kim TePoel: Yea, Marlene Wade: Yea, Dan Zysset: Yea

**2016-2017  
STATE OF NEBRASKA  
SCHOOL DISTRICT BUDGET FORM**

County-District #: 12-0502      Class #: \_\_\_\_\_  
East Butler Public Schools  
TO THE COUNTY BOARD AND COUNTY CLERK OF  
Butler County

This budget is for the Period **SEPTEMBER 1, 2016 through AUGUST 31, 2017**

**Upon Filing, The School Certifies the Information Submitted on this Form to be Correct.**

AMOUNT OF PERSONAL AND REAL PROPERTY TAX REQUIRED FOR:		Principal and Interest on Bonds	All Other Purposes	TOTAL
General Fund			\$ 4,917,374.70	\$ 4,917,374.70
Bond Fund(s) [If More Than 1 Bond Fund - Total All Together]	\$ 63,079.80			\$ 63,079.80
Special Building Fund			\$ 129,494.95	\$ 129,494.95
Qualified Capital Purpose Undertaking Fund			\$ 191,987.88	\$ 191,987.88
<b>Total All Funds</b>	\$ 63,079.80		\$ 5,238,857.53	\$ 5,301,937.33

**Total Certified Valuation (All Counties)**      \$ 852,502,931  
(Certification of Valuation(s) from County Assessor **MUST** be attached)

Outstanding Bonded Indebtedness as of September 1, 2016  
(Include Bond Fund(s) and Qualified Capital Purpose Undertaking Fund)

Principal	\$ 2,270,000.00
Interest	\$ 416,867.00
<b>Total Outstanding Bonded Indebtedness</b>	\$ 2,686,867.00

County Clerk's Use Only

---

**APA Contact Information**

Auditor of Public Accounts  
State Capitol, Suite 2303  
Lincoln, NE 68509

**Telephone:** (402) 471-2111      **FAX:** (402) 471-3301  
**Website:** [www.auditors.nebraska.gov](http://www.auditors.nebraska.gov)

**Questions - E-Mail:** [Deann.Haeflner@nebraska.gov](mailto:Deann.Haeflner@nebraska.gov)

**Report of Joint Public Agency & Interlocal Agreements**

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2015 through June 30, 2016?  
 YES       NO  
*If YES, Please submit Interlocal Agreement Report by December 31, 2015.*

**Report of Trade Names, Corporate Names & Business Names**

Did the subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2015 through June 30, 2016?  
 YES       NO  
*If YES, Please submit Trade Name Report by December 31, 2015.*

Has your School District held a successful election to override the levy limits provided in Statute 77-3442, which is in effect for 2014-2015 school fiscal year?  
 YES       NO

**Submission Information**

**Budget Due by 9-20-2016**

**Submit budget to:**

- Auditor of Public Accounts - Electronically on Website or Mail
- County Board (SEC. 13-508), C/O County Clerk
- Nebraska Dept. of Education

2016-2017 BUDGET ADOPTED									
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	2,500,000.00	3,248,378.00	4,868,201.00	8,116,579.00	769,741.00	4,846,838.00	5,616,579.00	2,500,000.00	8,116,579.00
Depreciation	176,757.00	276,757.00		276,757.00			276,757.00		276,757.00
Employee Benefit	4,042.00	4,042.00		4,042.00			4,042.00		4,042.00
Contingency	-	-		-			-		-
Activities	79,626.00	250,000.00		250,000.00			250,000.00		250,000.00
School Nutrition	473.00	192,056.00		192,056.00			192,056.00		192,056.00
Bond	25,909.00	25,909.00	62,449.00	88,358.00			88,358.00		88,358.00
Special Building	1,321,800.00	1,321,800.00	128,200.00	1,450,000.00			1,450,000.00		1,450,000.00
Qualified Capital Purpose Undertaking	447,104.00	447,104.00	190,068.00	637,172.00			637,172.00		637,172.00
Cooperative	-	-		-			-		-
Student Fee	20,275.00	24,775.00		24,775.00			24,775.00		24,775.00
<b>TOTAL ALL FUNDS</b>	<b>4,575,986.00</b>	<b>5,790,821.00</b>	<b>5,248,918.00</b>	<b>11,039,739.00</b>	<b>769,741.00</b>	<b>4,846,838.00</b>	<b>8,539,739.00</b>	<b>2,500,000.00</b>	<b>11,039,739.00</b>

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

**PERSONAL AND REAL PROPERTY TAX RECAP**

	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	4,868,201.00	62,449.00	128,200.00	190,068.00
COUNTY TREASURER'S COMMISSION AT 1% (Line B)	49,173.70	630.80	1,294.95	1,919.88
DELINQUENT TAX ALLOWANCE (If over 5% of Line A, see Instructions) (Line C)	-	-	-	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B + Line C) (Line D)	4,917,374.70	63,079.80	129,494.95	191,987.88

**CERTIFIED STATE AID MOTOR VEHICLE TAXES**

**\$ (122.00) \$ 205,000.00**

**COUNTY TREASURER'S BALANCE, 9-1-2016**

500,000.00

2015-2016 ACTUAL/ESTIMATED									
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)	
General	3,862,680.00	4,763,180.00	3,698,655.00	8,461,835.00	650,656.00	5,311,179.00	5,961,835.00	2,500,000.00	
Depreciation	93,313.00	393,313.00		393,313.00			216,556.00	176,757.00	
Employee Benefit	4,040.00	4,042.00		4,042.00			-	4,042.00	
Contingency	-	-		-			-	-	
Activities	45,870.00	260,626.00		260,626.00			181,000.00	79,626.00	
School Lunch	11,910.00	168,787.00		168,787.00			168,314.00	473.00	
Bond	110,787.00	110,787.00	-	110,787.00			84,878.00	25,909.00	
Special Building	920,533.00	920,533.00	411,500.00	1,332,033.00			10,233.00	1,321,800.00	
Qualified Capital Purpose Undertaking	390,427.00	565,551.00	39,863.00	605,414.00			158,310.00	447,104.00	
Cooperative	-	-		-			-	-	
Student Fee	22,730.00	27,333.00		27,333.00			7,058.00	20,275.00	
<b>TOTAL ALL FUNDS</b>	<b>5,462,290.00</b>	<b>7,214,152.00</b>	<b>4,150,018.00</b>	<b>11,364,170.00</b>	<b>650,656.00</b>	<b>5,311,179.00</b>	<b>6,788,184.00</b>	<b>4,575,986.00</b>	

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

<b>MOTOR VEHICLE TAXES</b>	
\$	<b>205,000.00</b>

2014-2015 ACTUAL								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	3,952,715.00	5,066,485.00	4,181,434.00	9,247,919.00	596,584.00	4,788,655.00	5,385,239.00	3,862,680.00
Depreciation	73,752.00	273,978.00		273,978.00			180,665.00	93,313.00
Employee Benefit	4,038.00	4,040.00		4,040.00			-	4,040.00
Contingency	-	-		-			-	-
Activities	76,899.00	239,532.00		239,532.00			193,662.00	45,870.00
School Lunch	17,777.00	168,367.00		168,367.00			156,457.00	11,910.00
Bond	145,743.00	152,126.00	71,959.00	224,085.00			113,298.00	110,787.00
Special Building	668,058.00	690,653.00	313,937.00	1,004,590.00			84,057.00	920,533.00
Qualified Capital Purpose Undertaking	307,514.00	2,505,067.00	231,215.00	2,736,282.00			2,345,855.00	390,427.00
Cooperative	-	-		-			-	-
Student Fee	19,483.00	23,133.00		23,133.00			403.00	22,730.00
<b>TOTAL ALL FUNDS</b>	\$ 5,265,979.00	9,123,381.00	4,798,545.00	13,921,926.00	596,584.00	4,788,655.00	8,459,636.00	5,462,290.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

<b>MOTOR VEHICLE TAXES</b>	
\$	<b>126,483.00</b>

# CORRESPONDENCE INFORMATION

## ENTITY OFFICIAL ADDRESS

*If no official address, please provide address where correspondence should be sent.*

NAME **East Butler Public Schools**  
ADDRESS **212 South Madison Street**  
CITY & ZIP CODE **Brainard 68626**  
TELEPHONE **402-545-2081**  
WEBSITE **www.ebutlertigers.org**

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER
NAME	Megan Kozisek	Sam Stecher
TITLE / FIRM NAME	Chairperson	Superintendent
TELEPHONE	402-545-2081	402-545-2081
EMAIL ADDRESS	mkozisek@ebutler.esu7.org	sstecher@ebutler.esu7.org

For Questions on this form, who should we contact (please check one): Contact will be via email if supplied.

Board Chairperson

Clerk / Treasurer / Superintendent / Other

Preparer

**SCHEDULE A GENERAL FUND LID EXCLUSIONS**

County-District #

12-0502

East Butler Public Schools

Line No.		2016-2017 Amount Budgeted To Spend
1	Repairs to Infrastructure Damaged by a Natural Disaster: (List repair)	
2		
3		
4		
5		
6		
7		
8		
9	<b>Total Repairs to Infrastructure Damaged by a Natural Disaster</b> (Lines 1 through 8)	\$ -
10	<b>Judgments:</b> (List the types of judgments obtained against your School District to the extent such judgment is not paid by liability insurance)	
11		
12		
13		
14		
15		
16		
17	<b>Total Judgments</b> (Lines 11 through 16)	\$ -
18	<b>Distance Education Courses</b>	
19	<b>Voluntary Termination Agreements</b>	
20	<b>Retirement Contribution Increase</b> (Through Fiscal Year 2016-2017)	
21	<b>Native American Impact Aid</b>	
22	<b>Total General Fund Lid Exclusions - To LC-2 Form</b> (Line 9 + Line 17 + Line 18 + Line 19 + Line 20 + Line 21)	\$ -

**Schedule B - Exclusions From the Levy Limitation**

County-District #

12-0502

East Butler Public Schools

Line No.	General Fund (Column A)	Bond Fund (Column B)	Special Building Fund (Column C)	Qualified Capital Purpose Undertaking Fund (Column D)
1	\$ 4,917,374.70	\$ 63,079.80	\$ 129,494.95	\$ 191,987.88
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22		\$ 88,358.00		\$ 140,000.00
23		\$ -		\$ 47,215.50
24				
25	\$ -	\$ 88,358.00	\$ -	\$ 187,215.50
26	\$ -	\$ 892.50	\$ -	\$ 1,891.06
27	\$ -	\$ 89,250.50	\$ -	\$ 189,106.56
28	\$ 4,917,374.70	\$ -	\$ 129,494.95	\$ 2,881.32

\* Taxes levied by a school district on or after April 2, 2008, for the payment of the principal of, premium of, or interest on such a general obligation bond of such school district and the payment of all costs associated with membership in a risk management pool shall be subject to the levy limit.

# Schedule C - Levy Limit Calculation

School Name:

East Butler Public Schools

NOTE: This Schedule is *not* provided for levy setting purposes.

County-District # 12-0502

Line No.	District Property Tax Request LESS Exclusions (Should agree to Line 28 of Schedule B) (Column A)	District Assessed Valuation (Column B)	Levy Subject to Limitation ((Column A / Column B) x 100) (Column C)
1	4,917,374.70	852,502,931.00	0.576816
2	-	852,502,931.00	-
3		852,502,931.00	-
4		852,502,931.00	-
5		852,502,931.00	-
6	129,494.95	852,502,931.00	0.015190
7	2,881.32	852,502,931.00	0.000338
8		852,502,931.00	-
9		852,502,931.00	-
10			
11			
12	<b>Total Levy Subject to Limitation (Total of Lines 1 through 11)</b>		<b>0.592344</b>

NOTE: If the total levy, per this Schedule (Line 12, Column C), is \$1.05, or less, the levy limitation per State Statute Section 77-3442 has been met.

If Line 12, Column C, is greater than \$1.05 and you did not hold a successful election to override the levy, you are in violation of the levy lid. The school district must reduce property taxes to meet the levy limitation.

If Line 12, Column C, is greater than \$1.05 and you held a successful election to override the levy, which is in effect for the 2012-2013 school fiscal year, you must attach a copy of the election ballot and the certified election returns to your budget.

**Qualified Capital Purpose Undertaking Fund Levy.** A district may only exceed the maximum levy of five and one-fifth cents per one hundred dollars of taxable valuation in any year if (i) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued capital purpose undertaking bonds or (ii) such maximum levy is insufficient to meet the annual principal and interest obligations for all capital purpose undertaking bonds. **Projects beginning after April 22, 2016 can only have a maximum levy of three cents per one hundred dollars of taxable valuation in any year.** (Statute 79-10,110).

**Learning Community Member Schools** - The total levy, which must be \$1.05 or less, includes the Learning Community General Fund, Learning Community Special Building Fund, School District General Fund, and School District Special Building Fund.

NOTE: *The sole purpose of this Schedule is to determine if the School District has met the levy limitation. This Schedule is not provided for levy setting purposes. Please note that because the property tax request (per this Schedule) does not include the property tax request attributable to the exclusion items, the levy (per this Schedule) may not reflect the levy set by your County Board of Equalization.*

REMINDER: School districts that have combined levies greater than \$1.20 or the combined levies that exceeded the maximum levy approved at a special election may be subject to petitions for the free holding of territory. Combined levies do not include levies for bonded indebtedness approved by the voters of a school district or levies for the refinancing of such bonded indebtedness.

# Superintendent Pay Transparency Notice—Proposed Contract Sam Stecher

Notice is hereby given that East Butler Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on May 1, 2016 at 6:30 pm at the Library Room in Brainard, Nebraska.

3

After the 2015/16 school year, how many years remain on the contract: (Column F must be completed if additional years remain on contract.)

The estimated costs to the district for the 2016/17 year and future years are listed below:

	2016/17 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
<b>Base Pay for the Total FTE</b>	\$ 133,900.00	\$ 267,800.00	\$ 401,700.00
<b>Compensation for activities outside of the regular salary:</b>			
● Extended contracts / Activities outside of regular salary		\$	
● Bonus/Incentive/Performance Pay		\$	
● Stipends		\$	
● All other costs not mentioned above		\$	
<b>Benefits and Payroll Costs Paid by district:</b>			
● Insurances (Health, Dental, Life, Long Term Disability)	\$ 13,485.00	26970	\$ 40,455.00
● Cafeteria Plan Stipend		\$	
● Cash in lieu of insurance		\$	
● Employee's share of retirement, deferred compensation, FICA and Medicare <b>if paid by the district</b>		\$	
● District's share of retirement, FICA and Medicare	\$ 23,472.00	\$ 46,944.00	\$ 70,416.00
● IRS value of housing allowance		\$	
● IRS value of vehicle allowance		\$	
● Additional leave days		\$	
● Annuities		\$	
● Service credit purchase		\$	
● Association / Membership dues	\$ 500.00		\$ 500.00
● Cell Phone/Internet reimbursement		\$	
● Relocation reimbursement		\$	
● Travel allowance/reimbursement		\$	
● Mileage Allowance		\$	
● Educational tuition assistance		\$	
● All other benefit costs not mentioned above		\$	
<b>Totals:</b>	<b>\$ 171,357.00</b>	<b>\$ 341,714.00</b>	<b>\$ 513,071.00</b>

# NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

State of Nebraska  
**Budget Form - NBH-School District**  
 Statement of Publication

East Butler Public Schools (12-0502) in Butler County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 14 day of September, 2016 at 6:00 o'clock, P.M., at East Butler Public Schools Library for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

Clerk/Secretary

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Fee and Delinquent Tax Allowance (6)	Total Personal and Real Property Tax Requirement (7)
	2014-2015 (1)	2015-2016 (2)	2016-2017 (3)				
General	\$ 5,385,239.00	\$ 5,961,835.00	\$ 5,616,579.00	\$ 2,500,000.00	\$ 3,248,378.00	\$ 49,173.70	\$ 4,917,374.70
Depreciation	\$ 180,665.00	\$ 216,556.00	\$ 276,757.00		\$ 276,757.00		
Employee Benefit	\$ -	\$ -	\$ 4,042.00	\$ -	\$ 4,042.00		
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -		
Activities	\$ 193,662.00	\$ 181,000.00	\$ 250,000.00	\$ -	\$ 250,000.00		
School Nutrition	\$ 156,457.00	\$ 168,314.00	\$ 192,056.00	\$ -	\$ 192,056.00		
Bond	\$ 113,298.00	\$ 84,878.00	\$ 88,358.00	\$ -	\$ 25,909.00	\$ 630.80	\$ 63,079.80
Special Building	\$ 84,057.00	\$ 10,233.00	\$ 1,450,000.00	\$ -	\$ 1,321,800.00	\$ 1,294.95	\$ 129,494.95
Qualified Capital Purpose Undertaking	\$ 2,345,855.00	\$ 158,310.00	\$ 637,172.00	\$ -	\$ 447,104.00	\$ 1,919.88	\$ 191,987.88
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -		
Student Fee	\$ 403.00	\$ 7,058.00	\$ 24,775.00	\$ -	\$ 24,775.00		
TOTALS	\$ 8,459,636.00	\$ 6,788,184.00	\$ 8,539,739.00	\$ 2,500,000.00	\$ 5,790,821.00	\$ 53,019.33	\$ 5,301,937.33

Total Personal and Real Property Tax Requirement For Bonds

\$ 63,079.80

Total Personal and Real Property Tax Requirement for ALL Other

\$ 5,238,857.53

# Notice of Special Hearing To Set Final Tax Request

East Butler Public Schools (12-0502) in Butler County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 14 day of September 2016 at 6:15 o'clock P.M., at East Butler Public Schools Library for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

## 2015/16 Budget Information

## 2016/17 Budget Information

	2015-2016 Property Tax Request	2015 Tax Rate	Property Tax Rate (2015-2016 Request Divided By 2016 Valuation)	2016-2017 Proposed Property Tax Request	Proposed 2016 Tax Rate
<b>General Fund</b>	5,035,056.51	0.590620	0.590620	4,917,374.70	0.576816
<b>Bond Fund(s) K - 12</b>			0.000000	63,079.80	0.007399
<b>Bond Fund(s) K - 8</b>	20,202.02	0.010939	0.002370	31,540.00	0.003700
<b>Bond Fund(s) 9 - 12</b>	20,202.02	0.010898	0.002370	31,540.00	0.003700
<b>Bond Fund</b>			0.000000		0.000000
<b>Special Building Fund</b>	464,646.46	0.054040	0.054504	129,494.95	0.015190
<b>Qualified Capital Purpose Undertaking Fund K - 12</b>	159,184.45	0.018673	0.018673	191,987.88	0.022520
<b>Qualified Capital Purpose Undertaking Fund K - 8</b>			0.000000		0.000000
<b>Qualified Capital Purpose Undertaking Fund 9 - 12</b>			0.000000		0.000000

# NOTICE OF AMENDED BUDGET HEARING AND AMENDED BUDGET SUMMARY

State of Nebraska  
**Budget Form - NBH-School District**  
 Statement of Publication

East Butler Public Schools (12-0502) in Butler County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 13-511, that the governing body will meet on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock at \_\_\_\_\_ for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2016. Due to unforeseen circumstances, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised. (State reasons why amending budget including dollar amount). The originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year to meet the need for additional money because (state reasons). The budget detail is available at the office of the Clerk during regular business hours.

Clerk/Secretary

### AMENDED BUDGET

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Fee and Delinquent Tax Allowance	Total Personal and Real Property Tax Requirement
	2014-2015 (1)	2015-2016 (2)	2016-2017 (3)				
General	\$ 5,385,239.00	\$ 5,961,835.00	\$ 5,616,579.00	\$ 2,500,000.00	\$ 3,248,378.00	\$ 49,173.70	\$ 4,917,374.70
Depreciation	\$ 180,665.00	\$ 216,556.00	\$ 276,757.00		\$ 276,757.00		
Employee Benefit	\$ -	\$ -	\$ 4,042.00		\$ 4,042.00		
Contingency	\$ -	\$ -	\$ -		\$ -		
Activities	\$ 193,662.00	\$ 181,000.00	\$ 250,000.00		\$ 250,000.00		
School Nutrition	\$ 156,457.00	\$ 168,314.00	\$ 192,056.00		\$ 192,056.00		
Bond	\$ 113,298.00	\$ 84,878.00	\$ 88,358.00		\$ 25,909.00	\$ 630.83	\$ 63,079.80
Special Building	\$ 84,057.00	\$ 10,233.00	\$ 1,450,000.00		\$ 1,321,800.00	\$ 1,294.95	\$ 129,494.95
Qualified Capital Purpose Undertaking	\$ 2,345,855.00	\$ 158,310.00	\$ 637,172.00		\$ 447,104.00	\$ 1,919.88	\$ 191,987.88
Cooperative	\$ -	\$ -	\$ -		\$ -		
Student Fee	\$ 403.00	\$ 7,058.00	\$ 24,775.00		\$ 24,775.00		
TOTALS	\$ 8,459,636.00	\$ 6,788,184.00	\$ 8,539,739.00	\$ 2,500,000.00	\$ 5,790,821.00	\$ 53,019.33	\$ 5,301,937.33

Total Personal and Real Property Tax Requirement For Bonds  
**\$ 63,079.80**

Total Personal and Real Property Tax Requirement for ALL Other  
**\$ 5,238,857.53**

### ORIGINAL BUDGET

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Fee and Delinquent Tax Allowance	Total Personal and Real Property Tax Requirement
	2014-2015 (1)	2015-2016 (2)	2016-2017 (3)				
General	\$ 5,385,239.00	\$ 5,961,835.00	\$ 5,616,579.00	\$ 2,500,000.00	\$ 3,248,378.00	\$ 49,173.70	\$ 4,917,374.70
Depreciation	\$ 180,665.00	\$ 216,556.00	\$ 276,757.00		\$ 276,757.00		
Employee Benefit	\$ -	\$ -	\$ 4,042.00		\$ 4,042.00		
Contingency	\$ -	\$ -	\$ -		\$ -		
Activities	\$ 193,662.00	\$ 181,000.00	\$ 250,000.00		\$ 250,000.00		
School Lunch	\$ 156,457.00	\$ 168,314.00	\$ 192,056.00		\$ 192,056.00		
Bond	\$ 113,298.00	\$ 84,878.00	\$ 88,358.00		\$ 25,909.00	\$ 630.83	\$ 63,079.80
Special Building	\$ 84,057.00	\$ 10,233.00	\$ 1,450,000.00		\$ 1,321,800.00	\$ 1,294.95	\$ 129,494.95
Qualified Capital Purpose Undertaking	\$ 2,345,855.00	\$ 158,310.00	\$ 637,172.00		\$ 447,104.00	\$ 1,919.88	\$ 191,987.88
Cooperative	\$ -	\$ -	\$ -		\$ -		
Student Fee	\$ 403.00	\$ 7,058.00	\$ 24,775.00		\$ 24,775.00		
TOTALS	\$ 8,459,636.00	\$ 6,788,184.00	\$ 8,539,739.00	\$ 2,500,000.00	\$ 5,790,821.00	\$ 53,019.33	\$ 5,301,937.33

Total Personal and Real Property Tax Requirement For Bonds  
**\$ 63,079.80**

Total Personal and Real Property Tax Requirement for ALL Other  
**\$ 5,238,857.53**

Board of Education Regular Meeting  
July 13, 2016 6:30 PM  
East Butler School - Brainard

1. Call Meeting To Order at 6:30 P.M.

2. Roll Call: Present Board Members: Jan Bostelman, Mark Janak, Kim TePoel, Marlene Wade and Dan Zysset. Absent Board Members: Stonie Cooper, Megan Kozisek, Nate Radenslaben, and Chris Rezac.

Motion Passed: Excuse absence of Stonie Cooper, Megan Kozisek, Nate Radenslaben, and Chris Rezac passed with a motion by Jan Bostelman and a second by Kim TePoel.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Absent
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

3. Flag Salute

4. Approve Agenda

Motion Passed: Motion to approve the agenda as modified passed with a motion by Jan Bostelman and a second by Dan Zysset.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Absent
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

5. Patron's Comments

6. Informational Items included: Preliminary Budget/Timeline and Summer Renovations Update

Nate Radenslaben arrived at 6:42 P.M.

The Distance Learning bill was removed from the consent agenda at the request of Kim TePoel.

7. Consent Agenda

7.a. Approval of Minutes

7.b. Treasurer's Report

7.c. Approve Paraprofessional Hires

Motion Passed: Motion to approve the consent agenda as presented passed with a motion by Jan Bostelman and a second by Mark Janak.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Abstain

Motion Passed: Table Distance Learning Bill passed with a motion by Kim TePoel and a second by Jan Bostelman.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

8. Regular Agenda

8.a. First Reading of Policy Revisions Supplied by Perry, Guthery, Haase & Gessford, P.C., L.L.O.

#### 8.b. School Lunch Prices

Motion Passed: Increase elementary lunch to \$2.00; High School remains at \$2.50 and all other prices for breakfast and reduced lunch remain the same passed with a motion by Kim TePoel and a second by Jan Bostelman.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

#### 8.c. Student & Teacher Handbooks Approval

Motion Passed: Approve Student and Teacher Handbooks as presented with the changes in lunch prices passed with a motion by Nate Radenslaben and a second by Dan Zysset.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

#### 8.d. e-Funds Electronic Payment System

Motion Passed: Approve eFunds as our electronic payment system and the district will absorb the 5 cent per transaction fee passed with a motion by Dan Zysset and a second by Nate Radenslaben.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

9. Administrative Comments

10. Items for August Meeting: TERIP Proposal & Budget Proposal

11. Adjournment

Motion Passed: Motion to adjourn at 7:38 P.M. passed with a motion by Dan Zysset and a second by Mark Janak.

Jan Bostelman	Yes
Stonie Cooper	Absent
Mark Janak	Yes
Megan Kozisek	Absent
Nate Radenslaben	Yes
Chris Rezac	Absent
Kim TePoel	Yes
Marlene Wade	Yes
Dan Zysset	Yes

Kim Fuehrer  
Recording Secretary

BALANCES JULY 1-31, 2016 FOR AUGUST BOARD MEETING				
	BEG. BALANCE	JULY RECEIPTS	JULY EXPENDITURES	MONTH END BALANCE
<b>HOT LUNCH</b>	\$473.32	\$288.76	\$0.00	\$762.08
<b>ACTIVITIES</b>				
Academic Decathlon	\$500.00			\$500.00
Ag Projects	\$1,206.35			\$1,206.35
Annual	\$8,672.11			\$8,672.11
Athletic	\$24,541.20	\$174.64	\$339.49	\$24,376.35
Box Tops for Educ	\$3,994.40			\$3,994.40
Cheerleaders	\$3,717.06			\$3,717.06
Class 2016	\$47.27			\$47.27
Class 2017	\$1,234.57			\$1,234.57
Class 2018	\$2,024.20	\$25.20		\$2,049.40
Class 2019	\$0.00			\$0.00
Close Up	\$965.02	\$313.10	\$350.00	\$928.12
Concessions	\$926.89			\$926.89
Dance Team	\$279.51			\$279.51
Drama	\$570.23			\$570.23
Drug Free Program	\$395.49			\$395.49
FBLA	\$668.74			\$668.74
FCCLA	\$473.06			\$473.06
FFA	\$8,002.45	\$75.00		\$8,077.45
FFA GREENHOUSE	\$6,695.67			\$6,695.67
Laptop Initiative	\$8,633.64	\$87.25		\$8,720.89
Letterclub	\$2,023.60			\$2,023.60
Miscellaneous	\$0.00			\$0.00
Music	\$562.45			\$562.45
Nat'l Honor Society	\$523.16			\$523.16
Speech	\$192.02			\$192.02
Student Council	\$762.42			\$762.42
Tiger Stripes	\$293.85			\$293.85
WR Spirit Leaders	\$812.31			\$812.31
<b>TOTALS</b>	<b>\$78,717.67</b>	<b>\$675.19</b>	<b>\$689.49</b>	<b>\$78,703.37</b>
<b>ACTIVITY FUND CERTIFICATE OF DEPOSIT</b>				
<b>DATE PURCHASED/NUMBER</b>	<b>NAME/AMOUNT</b>	<b>RATE</b>	<b>BALANCE</b>	<b>MATURITY</b>
9-3-91 #1013527	FFA Gilt Chain	0.15%	\$1,637.38	9/3/16
	\$800.00			

BILLS AUGUST 10, 2016		
Certified Staff	\$209,100.91	Gross Salary
Classified Staff	\$28,703.96	Gross Salary
First Nebraska Bank	\$17,596.69	FICA (District share)
Nebraska School Retirement	\$23,450.16	Retirement(Dist share)
Blue Cross Blue Shield	\$42,119.92	Insurance
SUB TOTAL OF PAYROLL	\$320,971.64	
Amazon	\$1,371.37	Computer/Spanish supply
Apple Computer Inc	\$54,115.00	Computer order
BJ's Hardware	\$7.00	Supply
Butler County Clinic	\$450.00	Bus physicals (EB/GJ/DN)
Butler County Welding	\$4.00	Cut metal
Butler Public Power Dist	\$751.35	Dwight electricity
CTF Service, Inc	\$3,294.75	Fleet repair/maintenance
Canon Financial Services	\$849.00	Copiers/printers
Canon Solutions America	\$2,040.82	Supply program/overage
Carpetland	\$1,383.07	Tchr lounge carpet
Central Ne Rehab	\$869.50	SPED services
Chris Hampl	\$200.00	Reimb travel
Crescent Electric	\$620.35	Electrical supply
Culligan of Columbus	\$78.00	Ice machine service plan
Dales Food Pride	\$3.14	Curriculum workshop

Darlene Kucera	\$51.98	Mileage	
David City Ace Hardware	\$302.53	Maint supply	
David City Public School	\$718.04	Our share insurance (SH)	
Data Memory Systems	\$598.90	Computer supply	
East Butler Foundation	\$50.00	Heiser/Wade memorials	
E S U # 7	\$682.41	DL network July-Sept	
E S U #10	\$465.00	Power School workshop	
Everything Medical	\$89.80	Supply	
First Nat'l Bank Omaha SB	\$88.72	Admin days meals/Back-ground checks	
First Nat'l Bank Omaha ME	\$252.21	Curriculum meals/keys/ Admin Days meals	
Flinn Scientific	\$242.85	Supply	
Frontier Coop Co	\$291.89	Gas/diesel/supply	
Gaggle	\$650.00	Safety mgmt studentEmail	
Gina Hotovy	\$65.92	Reimb testing	
Gopher	\$240.21	Supply	
Grainger	\$804.56	Maint supply	
Hal Leonard Corp	\$195.00	Supply	
Hampton Inn Kearney	\$98.95	Ne Ag Educ Conf room	
Heine's Painting	\$675.00	Floor Insert-ActEntrance	
Houghton Mifflin	\$11,625.00	Math/History curriculum	
Jensen Publishing Inc	\$60.10	Huskerland Prep Report	
Kuhlman & Kratochvil	\$395.00	Monthly processing	

LaQuinta Inns	\$721.95	NCE & PowerSchool Conf	
Lincoln Winnelson	\$227.00	Plumbing supply	
Lisa Duranski	\$874.84	Summer SPED services	
Madison Nat'l Life Ins	\$638.22	Disability insurance	
Marilyn Walla	\$200.00	Reimburse travel	
McGraw Hill Co	\$6,882.72	Rdg/Math/SS/	
Menards Columbus	\$11.56	supply	
Music In Motion	\$270.67	Supply	
NCSA Region I	\$50.00	Elem principal dues	
Nasco	\$404.91	Supply	
National Art & School	\$930.69	Coop order supply	
N C S A	\$599.00	SH/CS NCE Conference	
Nebraskaland Magazine	\$18.00	Library subscription	
Nicholson & Associates	\$121.25	Driver drug test (RH)	
Northeast Ne Telephone	\$80.87	Prague phone	
Oliva Audio Visual Repair	\$137.00	Computer repair	
Plank Road Publishing	\$114.39	Supply	
Pyramid School Products	\$869.37	Coop order supply	
Region V Services	\$174.76	May SPED services	
Rumery Lawn & Landscape	\$303.68	Sprinkler system repair	
Sack Lumber Co	\$11.96	Supply	
School Nurse Supply	\$249.63	Supply	
School Specialty Supply	\$128.10	Supply	

Select Plumbing Inc	\$3,307.52	Brainard & Prague plumbing work
Shred Monster Inc	\$119.25	Service
Softchoice	\$2,700.00	Computer supply
TPRS Publishing Inc	\$100.00	Supply
Taylor Pollock	\$278.70	Reimburse supply
Techmasters	\$2,258.43	Service calls
Toledo Physical Ed Supply	\$79.97	Supply
U S Games	\$217.89	Supply
Valerie Vandenberg	\$200.00	Reimburse travel
Village of Brainard	\$7,802.41	Utilities
Village of Prague	\$281.76	Utilities
Wage Works	\$135.00	Monthly fee
Walmart Community	\$170.33	Supply
Waste Connections of Ne	\$611.97	B/D garbage
Windstream Ne Inc	\$2,294.45	2081/2092/2445/Internet
SUB TOTAL OF BILLS	\$119,259.67	
GRAND TOTAL P/R & BILLS	\$440,231.31	xx

GENERAL FUND COMPARISON AND UPDATE				
	14 RECEIPTS	15 RECEIPTS	14 EXPENDITURES	15 EXPENDITURES
SEPT .08	\$1,040,026.34	\$932,822.86	\$427,565.49	\$439,762.27
OCT .17	\$369,612.23	\$341,746.44	\$442,681.64	\$474,535.51
NOV .25	\$198,838.98	\$91,117.33	\$678,938.02	\$447,160.16
DEC .33	\$84,935.69	\$106,846.12	\$433,418.11	\$598,142.86
JAN .42	\$993,832.95	\$1,069,972.38	\$406,428.09	\$438,621.24
FEB .50	\$358,055.18	\$509,384.05	\$424,106.25	\$428,145.57
MAR .58	\$193,498.53	\$211,458.01	\$431,216.83	\$432,439.34
APR .67	\$185,892.43	\$228,573.03	\$417,557.63	\$556,650.16
MAY .75	\$1,308,781.12	\$1,445,716.88	\$530,187.29	\$412,072.65
JUNE .83	\$471,214.36	\$525,765.70	\$411,650.31	\$445,437.02
JULY .92	\$62,862.94	\$68,477.27	\$426,420.83	\$425,737.21
AUG 1.00	\$71,791.97		\$352,003.75	
TOTAL	\$5,339,342.72	\$5,531,880.07	\$5,382,174.24	\$5,098,703.99
2014-15 Beginning Cash Balance	\$2,029,970.40			
2015-16 Beginning Cash Balance	\$1,982,494.97			
2014 denotes the 2014-15 school year				
2015 denotes the 2015-16 school year				

**EAST BUTLER PUBLIC SCHOOLS INVESTMENTS  
AS OF AUGUST 1, 2016 For Bd Mtg August 10, 2016**

**GENERAL FUND**

<u>NUMBER</u>	<u>TERM</u>	<u>MATURITY</u>	<u>AMOUNT</u>	<u>RATE</u>	
1026029	12 month	4/5/17	\$509.66	0.25%	McAuliffePrize (At Prague)
3212	24 month	10/1/16	\$381,747.17	0.55%	
1024535	9 month	11/15/16	\$165,592.50	0.20%	
1024295	12 month FLEX	7/13/17	<u>\$464,536.65</u>	0.25%	
			\$1,012,385.98		
41-513	Checking		<u>\$2,328,747.74</u>	0.25%	
<b>TOTAL</b>			<u>\$3,341,133.72</u>		

**DEPRECIATION RESERVE/VEHICLE REPLACEMENT FUND**

602837			\$176,747.56	0.25%
--------	--	--	--------------	-------

**QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QC-PUF)**

1507069			\$447,104.30	0.05%
---------	--	--	--------------	-------

**BUILDING FUND**

1041-718	Checking		\$1,022,876.41	0.05%
1024870	12 mo FLEX	6/10/17	\$221,323.45	0.25%

**EMPLOYEE BENEFIT FUND**

1505565	Checking		\$3,487.29	0.05%
---------	----------	--	------------	-------

**STUDENT FEE FUND**

1502837	Checking		\$20,275.23	
---------	----------	--	-------------	--

**PLEDGED SECURITIES**

FIRST NEBRASKA BANK	5/30/17	\$500,000.00	Cusip 3136G0JD4
FIRST NEBRASKA BANK	3/8/19	\$150,000.00	Cusip 313378QK0
FIRST NEBRASKA BANK	2/27/17	\$100,000.00	Cusip 3133787M7
FIRST NEBRASKA BANK	5/30/19	\$500,000.00	Cusip 3137EADG1
FIRST NEBRASKA BANK	1/30/2017	\$500,000.00	Cusip 3135G0GY3
FIRST NEBRASKA BANK	12/16/2016	\$150,000.00	Cusip 3133XHZK1
FIRST NEBRASKA BANK	11/30/2019	\$200,000.00	Cusip 912828UB4
FIRST NEBRASKA BANK	12/16/2016	\$100,000.00	Cusip 3133XHZK1
BANK OF PRAGUE	12/15/2023	\$57,000.00	Cusip 12354RAZ0
BANK OF PRAGUE	1/15/2023	\$85,000.00	Cusip 123529EQ8
FIRST NEBRASKA BANK	12/31/2020	\$150,000.00	Cusip 912828A83
FIRST NEBRASKA BANK	6/30/2020	\$200,000.00	Cusip 912828VJ6
FIRST NEBRASKA BANK	12/16/2016	\$150,000.00	Cusip 3133XHZK1
FIRST NEBRASKA BANK	3/8/19	\$500,000.00	Cusip 3133782M2
FIRST NEBRASKA BANK	9/14/18	\$500,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	9/14/18	\$250,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	9/14/18	\$500,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	11/30/17	\$200,000.00	Cusip 3134G3VB3
FIRST NEBRASKA BANK	4/30/20	\$200,000.00	Cusip 912828VA5
<b>TOTAL PLEDGED</b>		<b>\$4,992,000.00</b>	



REVENUE REPORT THROUGH 8-1-16			
% of year completed this month .92%			
	Amount	Received	
Category	Budgeted	To Date	
1110 Property Taxes	\$4,984,705.99	\$4,783,443.46	
1115 Carline	\$4,000.00	\$2,664.21	
1120 Public Power District-Sales Tax	\$7,000.00	\$5,022.42	
1125 Motor Vehicle Taxes	\$205,000.00	\$203,853.70	
1270 Pre-School Tuition	\$10,000.00	\$7,815.00	
1410 Interest	\$5,000.00	\$4,989.98	
1610 Local License Fees	\$2,500.00	\$2,070.00	
1910 Other Local Receipts	\$500.00		
1991 Receipts from Other Districts			
2110 County Fines/Licenses	\$22,000.00	\$21,136.72	
2210 ESU Receipts	\$5,000.00	\$9,689.40	
3110 State Aid	\$19,379.81	\$19,379.81	
3120 SPED Programs/School Age	\$250,000.00	\$248,030.08	
3125 SPED Transportation/School Age	\$0.00	\$7,570.00	
3130 Homestead Exemption	\$0.00	\$40,601.78	
3135 St of Ne High Ability Learner	\$2,000.00	\$3,710.00	
3165 SPED - Below Age Five	\$0.00		
3180 Pro Rate Motor Vehicle	\$11,000.00	\$8,458.64	
3200 State Apportionment	\$52,000.00	\$58,129.02	
3300 In-Lieu-of-School Land Tax	\$0.00		
3500 State Categorical Grants	\$0.00		
3512 Dist. Ed. Incentive	\$1,000.00	\$2,000.00	
4200 Title I	\$65,749.60		
4300 TITLE VI (REAP)	\$15,000.00		
4310 Title II-A	\$0.00		
4320 Title V Grants	\$0.00		
4400 Special Education (Birth to Age 5)	\$0.00		
4402 Pre-School Transportation	\$0.00		
4404 SPED IDEA	\$0.00	\$40,592.00	
4406 IDEA	\$0.00	\$1,458.00	
4410 SPED IDEA	\$0.00	\$40,819.00	
4411 CEIS	\$0.00		
4412 IDEA NONPUBLIC	\$0.00		
4450 Medicaid in Schools	\$0.00		
4455 Medicaid Administrative Outreach	\$0.00	\$8,684.58	
5400 Sale of Property	\$0.00		
5690 Other Non Revenue Receipts	\$0.00	\$11,762.27	
TOTAL	\$5,661,835.40	\$5,531,880.07	98.00%



BUDGET CATEGORY SUMMARY					
July, 2016					
% OF YEAR COMPLETED THIS MONTH .92%					
CATEGORY	BUDGETED	JULY	YEAR TO DATE	BALANCE	
		EXPENDITURES			
Instruction	\$2,834,740.79	\$236,322.54	\$2,537,275.99	\$297,464.80	
SPED (School Age)	\$650,656.38	(\$26,167.59)	\$616,483.39	\$34,172.99	
Distance Learning	\$3,000.00	\$0.00	\$0.00	\$3,000.00	
Guidance Services	\$102,352.87	\$8,013.11	\$95,563.11	\$6,789.76	
Safety/Security	\$125,283.57	\$0.00	\$0.00	\$125,283.57	
Other Pupil Support	\$22,930.70	\$0.00	\$8,906.33	\$14,024.37	
Library	\$93,342.20	\$6,489.70	\$77,256.64	\$16,085.56	
Board of Education	\$57,227.10	\$7,993.42	\$44,308.29	\$12,918.81	
Exec Admin Service	\$171,774.00	\$14,312.96	\$155,122.68	\$16,651.32	
Office of Principal	\$248,082.36	\$20,142.64	\$223,193.33	\$24,889.03	
Business Support	\$267,374.19	\$19,333.46	\$224,422.76	\$42,951.43	
Operation of Plant	\$501,042.71	\$27,164.27	\$408,959.13	\$92,083.58	
Maintenance of Plant	\$157,000.00	\$24,241.66	\$76,154.87	\$80,845.13	
Pupil Transportation	\$271,912.50	\$6,305.88	\$202,366.80	\$69,545.70	
SPED Transportation	\$30,366.43	\$0.00	\$361.15	\$30,005.28	
TITLE I Part A(4200)	\$64,749.61	\$6,164.16	\$67,783.21	(\$3,033.60)	
High Ability (4301)	\$0.00	\$0.00	\$845.44	(\$845.44)	
PreSchool Handicap 4404	\$0.00	\$40,567.00	\$44,889.52	(\$44,889.52)	
IDEA (4406)	\$0.00	\$1,458.00	\$1,458.00	(\$1,458.00)	
SPED IDEA (4410)	\$0.00	\$33,396.00	\$33,396.00	(\$33,396.00)	
Medicaid Admin Outreach	\$0.00	\$0.00	\$0.00	\$0.00	
Transfers	\$360,000.00	\$0.00	\$369,500.00	(\$9,500.00)	
<b>TOTALS</b>	\$5,961,835.41	\$425,737.21	\$5,188,246.64	\$773,588.77	
				87.00%	
				Budget Expended	



**RESOLUTION**

**BE IT RESOLVED** by the Board of Education of this School District that any existing early retirement incentive program or policy for this School District should be, and is hereby, repealed effective immediately upon the passage of this Resolution, and that no employee shall be entitled to any benefits or claims under such program or policy, and that the new Temporary Early Retirement Incentive Program and Policy, and the Application and Agreement therefore, which are attached hereto and incorporated herein by this reference as though set forth in full, should be and are hereby approved and the same shall become effective and be in full force and effect immediately upon the passage of this Resolution and shall expire and be, and hereby are, repealed without further action of this Board of Education as of and effective on August 31, 2017.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for its passage and adoption. Member \_\_\_\_\_ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_

The following members voted against the same: \_\_\_\_\_

The following members were absent or not voting: \_\_\_\_\_

The above Resolution having been consented to and approved by more than a majority of the members of the Board of Education of this School District was declared as duly passed and adopted, with all provisions thereof being effective immediately, at a duly called and lawfully held meeting of this School District in full compliance with the Nebraska Open Meetings Law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BUTLER COUNTY SCHOOL DISTRICT 0502,  
A/K/A EAST BUTLER PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President

**ATTEST:**  
  
\_\_\_\_\_  
Secretary

**EAST BUTLER PUBLIC SCHOOLS  
TEMPORARY EARLY RETIREMENT INCENTIVE POLICY AND PROGRAM**

**A. PURPOSE:**

The purpose of this Temporary Early Retirement Incentive Program ("TERIP") is to encourage eligible certificated employees who are considering an early-leaving decision to accelerate their retirement plans effective at the end of the 2016-2017 school year. Objectives include, but are not limited to, the following:

1. To offer financial incentives that will assist long-term employees considering early retirement or early-leaving decisions to complete such decisions.
2. To reduce costs to East Butler Public Schools ("School District") by replacing employees with lesser salaried employees or by eliminating positions.
3. To buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights.
4. To provide a better balance of staff experience.

**B. QUALIFICATIONS:**

1. **Permanent Certificated Employee:** To be a participant a person must be employed by the School District, as of date of acceptance of the person's application, in a position requiring that the employee have a certificate issued by the Nebraska Department of Education. Employees in administrative positions are not eligible.

2. **Full-Time Equivalency:** To be a participant a person must be employed full-time (1.0 full-time equivalency) with the School District in a position requiring that the employee have a certificate issued by the Nebraska Department of Education.

3. **Minimum Age and Creditable Service:** To be a participant a person must be at least fifty-five (55) years of age and have completed at least twelve (12) years of credited service to School District (inclusive of years of service with a School District which has merged into East Butler Public Schools). The minimum age and years of service are to be determined as of August 31, 2017.

Credited service shall include the employee's final year of service. Years of service with the School District need not be consecutive. Board approved military service, sabbatical and/or approved leave of absence, or other leave required to be granted according to law, shall be included as credited years of service. In determining years of credited service with the School District, part-time employment of .50 F.T.E. or more is equal to full-time employment.

4. **Terminated Employee's Ineligibility:** An employee who has received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force shall not be eligible and may not participate in this program, unless after a hearing before the Board of Education it is determined that the employee's contract should not be cancelled, non-renewed or terminated. An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be entitled under the reduction in force law including, without limitation, substantive and procedural rights, staff development assistance and retirement incentive plan benefits, and recall rights.

#### C. **ENROLLMENT REQUIREMENTS:**

1. **Resignation:** Employee participants in the program shall resign their employment and teaching positions with the School District effective at the close of the 2016-2017 school year, in consideration for the benefits outlined in paragraph "D" below. If the certificated employee participating in this program is re-employed by the School District as a certificated employee to a position of .50 F.T.E. or greater within four (4) years of September 1 of the year in which said resignation is effective, the certificated employee shall refund to the School District that portion of the monies received under this plan for any portion of said four (4) year period that has not elapsed as of the date the certificated employee is re-employed on a per diem pro rata basis. This provision shall not apply to a participant substitute teaching for the School District on a per diem basis.

2. **Application and Agreement:** Each eligible employee who wishes to participate in the TERIP must properly complete, execute, and submit an Application and Agreement form to the Superintendent on or before December 9, 2016. **FAILURE TO SUBMIT THE APPLICATION AND AGREEMENT WITHIN THE TIME FRAME SPECIFIED SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.**

The Superintendent shall review the employee's record to determine eligibility. If eligible, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, at such time as deemed appropriate.

3. **Acceptance or Rejection of Applications:** The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues. The Board of Education may grant preferences if numerous applications are filed based on: (1) length of service with the School District, and (2) order in which application is received.

#### D. **BENEFITS:**

1. **Calculation of Severance Benefit:** A qualified certificated employee who has requested and been accepted for participation in the TERIP shall receive a severance benefit equal to Thirty-Two Thousand Dollars (\$32,000.00) plus \$100.00 for each day of unused sick leave up to a

maximum of twenty (20) that the Certificated Employee has accrued as of the end of the 2016-2017 school year.

2. **Payment of Severance Benefit:** The severance benefit shall be payable in the form of a non-elective contribution to a 403(b) annuity or custodial account selected by the Certificated Employee. The severance benefit payments shall be made on the following schedule: two (2) equal payments to be paid on or about September 20, 2017 and July 20, 2018. If the Certificated Employee fails to designate the 403(b) annuity or custodial account to which the contribution is to be made, the District will hold the contribution until the Certificated Employee does designate the annuity or custodial account.

The non-elective contribution described herein will not exceed any Internal Revenue Code or other limit imposed by law at the time the contribution is made. If the School District determines that a contribution, together with any other contributions on behalf of the Certificated Employee, would cause the Certificated Employee to exceed the maximum allowed by law, the excess shall be paid to the Certificated Employee in cash, less required withholding.

3. **Source of Funds:** The School District shall pay the entire cost of the plan.

4. **Administration:** This Plan shall be administered by the Board of Education by and through the administration of the School District.

5. **Beneficiary Designation:** In order for the application to be considered complete, a beneficiary must be designated.

6. **Income Tax Consequences:** The payments made pursuant to the TERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a negotiated amount of money in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights. As such, FICA, Social Security taxes, and similar taxes are not to be withheld from payments made pursuant to this TERIP unless, in the sole discretion of the School District, it is determined that the law requires that such taxes or withholding be made, in which event the social security percentage and any other required state or federal withholdings may be subtracted from the payments. Otherwise, and except as otherwise provided in this TERIP, no state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions, including employer and employee share thereof will be withheld from or contributed in relation to the payments. In the event the School District or a participant are called upon to pay the federal government or the State of Nebraska, or any other state or federal authority, sums or payments that should have been withheld from or contributed in relation to the TERIP payments, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the participant shall indemnify and hold the School District harmless from any and all sums which it is called upon to pay, including the employee's and employer's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

7. **COBRA Rights:** Pursuant to COBRA, a participant will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18)

months following resignation of employment upon payment by the employee of the monthly insurance premiums.

**E. WAIVER AND RELEASE OF CLAIMS**

Employees who participate in the TERIP shall be required to waive and release the School District from claims and rights as provided for in the Application and Agreement adopted as a part of this TERIP policy. The Superintendent shall give the requisite notices to eligible employees as required by law in order for the waiver and release to be fully enforceable.

The Superintendent shall deliver to all eligible certificated employees a copy of this TERIP Policy and a copy of the attendant Application and Agreement at least forty-five (45) days prior to the application deadline and provide eligible employees any additional information required by law.

A copy of the Application and Agreement shall also be made available at the Superintendent's office.

**F. TERM OF PROGRAM**

The TERIP program and policy, and all benefits provided herein, have been repealed and shall expire and be of no force and effect as of August 31, 2017.

**EAST BUTLER PUBLIC SCHOOLS  
TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM  
- APPLICATION AND AGREEMENT**

**(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE SUPERINTENDENT ON OR BEFORE DECEMBER 9, 2016).**

This Temporary Early Retirement Incentive Program (“TERIP”) Application and Agreement is offered and made this \_\_\_\_ day of \_\_\_\_\_, 2016, between Butler County School District 0502, a/k/a East Butler Public Schools (“School District”), and

\_\_\_\_\_ (“Certificated Employee”)  
\_\_\_\_\_ (address)  
\_\_\_\_\_, Nebraska

**WHEREAS**, the School District has established a TERIP to be offered during the remainder of the 2016-2017 school year only, for the purpose of encouraging eligible certificated employees who are considering an early leave decision to accelerate their retirement plans; and,

**WHEREAS**, the Certificated Employee is desirous of voluntarily participating in the TERIP and voluntarily resigning from employment; and,

**WHEREAS**, the Certificated Employee affirms as a condition of this Application that the Certificated Employee is eligible for the TERIP and specifically meets each of the following conditions for eligibility:

1. the Certificated Employee is employed by the School District, as of date of acceptance of the application, in a full-time position requiring that the employee have a certificate issued by the Nebraska Department of Education;
2. the Certificated Employee is at least fifty-five (55) years of age as of August 31, 2017;
3. the Certificated Employee has completed at least twelve (12) years of credited service to School District (inclusive of years of service with a School District which has merged into East Butler Public Schools) as of August 31, 2017; and
4. the Certificated Employee has not received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force; and,

**WHEREAS**, the Certificated Employee acknowledges that:

1. forty-five (45) or more days prior to the Certificated Employee’s execution of this Application and Agreement, the Certificated Employee received the TERIP Policy and Application form and a Memorandum from the Superintendent, which provided the Certificated Employee with information as to the class, unit, or group of individuals covered by the TERIP program, eligibility factors for such program, time limits applicable to such program; the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program;

2. the Certificated Employee has been advised in writing to consult with an attorney prior to executing this Application and Agreement;
3. the Certificated Employee has had 45 or more days to consider participation in the TERIP;
4. the Certificated Employee understands that the Certificated Employee has the right, for a period of at least seven days following the execution of the TERIP Application and Agreement, to revoke the Agreement, and that the TERIP Application and Agreement does not become effective or enforceable until the revocation period has expired; and
5. the Certificated Employee's participation in the TERIP is knowing and voluntary and the Certificated Employee was not coerced in any manner to participate in the TERIP.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Certificated Employee and the School District hereby agree as follows:

**1. CERTIFICATED EMPLOYEE'S RESIGNATION:** The Certificated Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee's employment with the School District effective at the end of the 2016-2017 school year. The Certificated Employee waives any and all notice of action by the Board of Education to accept the resignation and to terminate the Certificated Employee's continuing contract and employment with the School District. The Certificated Employee waives any and all rights the Certificated Employee may have under Neb. Rev. Stat. ' ' 79-824 to 79-839 (the teacher tenure law), or other laws as they now exist or as they may be amended in the future relating to continued employment. The Certificated Employee authorizes the School District to advertise for, and contract with, a replacement certificated employee, if deemed appropriate, for the 2016-2017 school year. The Certificated Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its submission.

The School District, by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Certificated Employee's resignation, ending all employment relations between the School District and the Certificated Employee effective at the end of the 2016-2017 school year.

If the Certificated Employee is re-employed by the School District as a certificated employee to a position of .50 F.T.E. or greater prior to September 1, 2021, the Certificated Employee shall forfeit all or a portion of the severance benefit. This provision shall not apply to substitute teaching for the School District on a per diem basis. The amount forfeited shall be determined based on the four year period of time that has not elapsed between September 1, 2017 and September 1, 2021, on a pro rata basis. To the extent the forfeited amount of the severance benefit has been paid, such forfeited amount shall be refunded immediately upon re-employment. Examples: If an employee is re-employed as of September 1, 2017, the entire severance benefit is forfeited. If an employee is re-employed as of September 1, 2018, three-fourths (3/4ths) of the severance benefit is forfeited and must be refunded immediately upon re-employment; if re-employment was as of September 1, 2019, the forfeiture is two-fourths (2/4ths), etc.

2. **EARLY RETIREMENT BENEFITS:** In consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in this Application and Agreement, the Certificated Employee shall receive the following benefits and payments:

- (a) **Calculation of Severance Benefit:** Certificated Employee shall be paid the sum of Thirty-Two Thousand Dollars (\$32,000.00) plus \$100.00 for each day of unused sick leave up to a maximum of twenty (20) that the Certificated Employee has accrued as of the end of the 2016-2017 school year.
- (b) **Payment of Severance Benefit:** The severance benefit shall be payable in the form of a non-elective contribution to a 403(b) annuity or custodial account selected by the Certificated Employee. The severance benefit payments shall be made on the following schedule: two (2) equal payments to be paid on or September 20, 2017 and July 20, 2018. If the Certificated Employee fails to designate the 403(b) annuity or custodial account to which the contribution is to be made, the District will hold the contribution until the Certificated Employee does designate the annuity or custodial account.

If the Certificated Employee fails to designate the 403(b) annuity or custodial account to which the contribution is to be made, the District will hold the contribution until the Certificated Employee does designate the annuity or custodial account. If the School District determines that a contribution, together with any other contributions on behalf of the Certificated Employee, would cause the Certificated Employee to exceed the maximum allowed by law, the excess shall be paid to the Certificated Employee in cash, less required withholding.

- (c) **Beneficiary Designation:** The Certificated Employee hereby designates the following person to be the Certificated Employee's beneficiary in case of the Certificated Employee's death:

\_\_\_\_\_ (beneficiary's name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (Social Security No.)

Any monies due the Certificated Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

- (d) **Tax Consequences:** The payments made pursuant to the TERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of a certificated employee, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a negotiated amount of money in exchange for a certificated employee giving up constitutional and contractual rights to tenure and relinquishing such tenure rights. As such, FICA and Social Security taxes, and similar taxes, are not to be withheld from payments made pursuant to this TERIP unless the School District, in its sole discretion, determines that the law requires or may require that such taxes or withholding be made, in which event the social security percentage and any other required state or federal withholdings may be subtracted from the payments. Otherwise, no state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions, including employer and employee share thereof

will be withheld from or contributed in relation to the payments. It is understood and agreed that in the event the School District or the Certificated Employee are called upon to pay the federal government or the State of Nebraska, or any other state or federal authority, sums or payments that should have been withheld from or contributed in relation to the TERIP payments, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the Certificated Employee shall indemnify and hold the School District harmless from any and all sums which it is called upon to pay, including the employee's and employer's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

**3. WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement the Certificated Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. ' 1988, or the like, with respect to, arising out of, or in relation to the Certificated Employee's employment with the School District, including, but not limited to, claims or rights:

1. under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) ( 29 U.S.C. ' 621 et seq.), and the Nebraska Age Discrimination in Employment Act (Neb. Rev. Stat. ' 48-1001 et seq.);
2. under the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. ' 1001 et seq.)
3. under Title VI (42 U.S.C. § 2000d et seq.; 34 CFR §100 et seq.), Title VII (42 U.S.C. §2000e, et seq.) and Title IX of the Civil Rights Act of 1964 (20 U.S.C §1681; 34 CFR 106.1 et seq.);
4. under the Civil Rights Act of 1866 and 1871 (42 U.S.C. ' 1981, through and including 42 U.S.C. ' 1988);
5. under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. §791, et seq.; 34 CFR §104, et seq.), and the Family Medical Leave Act of 1993 (29 U.S.C. ' 2601 et seq.);
6. under the Nebraska Fair Employment Practices Act (Neb. Rev. Stat. §48-1101 et seq.); the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat. §79-2,116 et seq.), the Industrial Relations Act, including unfair labor practices claims under that Act (Neb. Rev. Stat. §48-801 et seq.), and civil rights claims under Neb. Rev. Stat. § 20-148 and other state and local laws;
7. under the Wage Payment and Collection Act (Neb. Rev. Stat. §48-1228 et seq.), including claims or rights to be paid for any unused leave, but excluding rights to salary earned and unpaid for the final year of employment;
8. of or relating to discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, free speech, and unlawful retaliation, before the state or federal EEOC or NEOC, or any other agency or

- department or state or federal courts under any state or federal constitution, law, rule, or regulation;
9. for breach of contract or tort, including but not limited to negligence, libel, slander, and breach of confidentiality or privacy;
  10. of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Certificated Employee's employment with the School District, this Application and Agreement, the TERIP, or the Certificated Employee's resignation from such employment.

This waiver and release is given in exchange for good and valuable consideration (the TERIP severance benefit) beyond that to which the Certificated Employee is otherwise entitled pursuant to law or agreement. Notwithstanding any of the foregoing, nothing in this Agreement prevents the Certificated Employee from filing a claim with or participating in investigations initiated by any government agency charged with enforcement of any law. As stated above, the Certificated Employee has waived the right to recover monetary damages or other individual relief in connection with any such charge, claim or investigation.

#### **4. LEGAL NOTICES**

- (a) Consult Attorney. The Certificated Employee is advised to consult with an attorney before entering into the TERIP by signing this Application and Agreement.
- (b) Time to Consider. The Certificated Employee is given a period of at least 45 days within which to consider the TERIP policy and the Application and Agreement. The Certificated Employee acknowledges that the Certificated Employee has had sufficient time to consider the waiver and release of claims and all other matters contained in this Application and Agreement.

In the event the Certificated Employee signs this Application and Agreement prior to the 45 day time period, the Certificated Employee hereby states and affirms that: (1) the Certificated Employee's decision to accept such shortening of time is knowing and voluntary; (2) the Certificated Employee's decision to accept such shortening of time was not induced by the School District through fraud or misrepresentation, and (3) the Certificated Employee's decision to accept such shortening of time was not induced by the School District through a threat to withdraw or alter the offer prior to the expiration of the 45 day time period, or by providing different terms to employees who sign the release prior to the expiration of such time period.

- (c) Right to Revoke. The Certificated Employee has the right, for a period of seven (7) days following the execution of this Application and Agreement, to revoke this Application and Agreement. This Application and Agreement shall not become effective or enforceable until the revocation period has expired.

---

**Certificated Employee**



**EAST BUTLER PUBLIC SCHOOLS**  
**Temporary Early Retirement Incentive Program**

**NOTICE OF PROGRAM AND ADEA INFORMATION**

To: All Eligible Certificated Employees

From: Sam Stecher, Superintendent, East Butler Public School District

Date: \_\_\_\_\_, 2016

Re: Important information concerning the Temporary Early Retirement Program

(A) **Eligibility Requirements:** The eligibility requirements for participation in the program are set forth in the policy and application form. Copies of the policy and application form are attached to this memo.

(B) **Enrollment Requirements:** All persons who are eligible and wish to apply for participation in the East Butler Public Schools Early Retirement Program must sign the agreement and return it to the Superintendent's Office within forty-five (45) days after application forms for participation in the Plan are made available to eligible employees and within the deadline specified in the TERIP Policy. Once the signed application is returned to the Superintendent's Office, the employee has seven (7) days to revoke the waiver agreement. All persons are advised to consult with an attorney before entering into the TERIP or signing the Application and Agreement.

(C) **ADEA Age Information:** The ADEA requires that information be provided on the ages of those eligible and of those not eligible, by position. Attached is a listing of the ages and job title ("certificated employee") of the employees who are or may be eligible to participate in this early retirement program, and who are not eligible to participate in the Temporary Early Retirement Program.

*Number of certificated employees of each age (as of 8-31-17) who meet and do not meet eligibility requirements for the East Butler Public Schools Temporary Early Retirement Program.*

---

Job Title	Age	No. Eligible	No. <b>not</b> Eligible
Certificated Employees.....	22.....	—	—
	23.....	—	—
	24.....	—	—
	25.....	—	—
	26.....	—	—
	27.....	—	—
	28.....	—	—
	29.....	—	—
	30.....	—	—
	31.....	—	—
	32.....	—	—
	33.....	—	—
	34.....	—	—
	35.....	—	—
	36.....	—	—
	37.....	—	—
	38.....	—	—
	39.....	—	—
	40.....	—	—
	41.....	—	—
	42.....	—	—
	43.....	—	—
	44.....	—	—
	45.....	—	—
	46.....	—	—
	47.....	—	—
	48.....	—	—
	49.....	—	—
	50.....	—	—
	51.....	—	—
	52.....	—	—
	53.....	—	—
	54.....	—	—
	55.....	—	—
	56.....	—	—
	57.....	—	—
	58.....	—	—
	59.....	—	—
	60.....	—	—
	61.....	—	—
62.....	—	—	
63.....	—	—	
64.....	—	—	
65.....	—	—	
66.....	—	—	
67.....	—	—	
68.....	—	—	
69.....	—	—	
70 and above.....	—	—	

Document No. 5  
(Receipt form for  
Superintendent=s  
memo and TERIP  
Application)

**ACKNOWLEDGMENT OF RECEIPT  
OF EAST BUTLER PUBLIC SCHOOLS  
TEMPORARY EARLY RETIREMENT INCENTIVE POLICY  
APPLICATION AND AGREEMENT**

The undersigned hereby acknowledges receipt of a copy of the Memo entitled **NOTICE OF PROGRAM AND ADEA INFORMATION**, along with the listing of numbers of ages of eligible and non-eligible employees and the Temporary Early Retirement Incentive Policy (TERIP) and the TERIP Application and Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Certificated Employee

**RESOLUTION**

**BE IT RESOLVED** by the Board of Education of this School District that the Temporary Early Retirement Incentive Program Application and Agreements of \_\_\_\_\_ and \_\_\_\_\_ ("Certificated Employees") should be and are hereby approved and accepted, and that the President or any other school official of this School District should be, and is hereby authorized and directed to sign, execute and deliver the same for and on behalf of this School District and to pay or cause to be paid all payments or benefits provided in such Application and Agreements, and that the resignation of the Certificated Employees should be and are hereby accepted, to be effective at the end of the 2016-2017 school year and that such Application and Agreements are on file with official records of this School District and are hereby incorporated herein by this reference as though set forth in full.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for its passage and adoption. Member \_\_\_\_\_ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_

\_\_\_\_\_.

The following members voted against the same: \_\_\_\_\_

\_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_

\_\_\_\_\_.

The above Resolution having been consented to and approved by more than a majority of the members of the Board of Education of this School District was declared as duly passed and adopted, effective immediately, at a duly called and lawfully held meeting of this School District in full compliance with the Nebraska Open Meetings Law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BUTLER COUNTY SCHOOL DISTRICT 0502,  
A/K/A EAST BUTLER PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary

Business OperationsSale and Disposal of School Property

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference: Neb. Rev. Stat. § 79-10,114

Date of Adoption: [Insert Date]

Business OperationsSale and Disposal of School Property

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference: Neb. Rev. Stat. § 79-10,114

Date of Adoption: [Insert Date]

John M. Guthery  
Thomas M. Haase  
James B. Gessford  
Rex R. Schultze\*\*\*  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R.J. Shortridge\*  
Jeanette Stull  
Corey L. Stull\*  
Joshua J. Schauer \*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*\*  
Charles Kaplan



---

PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.  
233 SOUTH 13TH STREET, SUITE 1400  
LINCOLN, NEBRASKA 68508  
TELEPHONE (402) 476-9200 • FAX (402) 476-0094  
www.perrylawfirm.com

Of Counsel  
Richard D. Sievers  
Kelley Baker

---

\*Also Admitted in Iowa  
\*\*Also Admitted in Kansas  
\*\*\*Also Admitted in Wyoming  
\*\*\*\*Also Admitted in Colorado

---

Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## Perry Law Firm 2016 Annual Policy Update Service

**To:** Larianne Polk, Administrator, ESU 7  
**From:** Gregory H. Perry and Rex R. Schultze  
**Date:** June 7, 2016

This is the 2016 Annual Policy Update.

For policies that are not entirely new, we have provided both “redline” and “clean” versions.

### 1. Policy 3090—Sale and Disposal of Property

Policy 3090 was changed to include the sale of real estate. In addition, approval of any sale of school property was changed from requiring four members, to two-thirds of the members of the Board of Education, at a regular meeting.<sup>1</sup>

### 2. Policy 3130—Purchasing Policies

As a result of the State Auditor’s increased attention to and scrutiny of credit card use, we have added a section for the use of credit cards for purchases on behalf of the School District. The procedures set forth in the section of Policy 3130 should satisfy the State Auditor.

### 3. Policy 3570 – ESSA

The Every Student Succeeds Act was signed on December 10, 2015. The law requires that schools that receive Title I funding:

- Notify parents of the right to receive information about the professional qualifications of their child’s teachers;
- Notify parents that they may opt out of testing; and
- Notify parents of certain matters related opportunities related to the Language Instruction (ELL) program.

---

<sup>1</sup> Section 79-10,114 requires a vote of “at least two-thirds of all members of the board” for the sale of school property.

#### 4. Policy 4026—Prohibition on Aiding and Abetting Sexual Abuse

Section 8038 of the ESSA requires school districts to have a policy prohibiting helping a person get a job if it is known that the person engaged in sexual misconduct regarding a minor or a student in violation of the law.<sup>2</sup>

Policy 4026 has been prepared to comply with this part of the ESSA.

---

<sup>2</sup> SEC. 8038. PROHIBITION ON AIDING AND ABETTING SEXUAL ABUSE.

Subpart 2 of part F of title VIII, as amended and redesignated by section 8001 of this Act, is further amended by adding at the end the following:

“SEC. 8546. PROHIBITION ON AIDING AND ABETTING SEXUAL ABUSE.

“(a) IN GENERAL.—A State, State educational agency, or local educational agency in the case of a local educational agency that receives Federal funds under this Act shall have laws, regulations, or policies that prohibit any individual who is a school employee, contractor, or agent, or any State educational agency or local educational agency, from assisting a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

“(b) EXCEPTION.—The requirements of subsection (a) shall not apply if the information giving rise to probable cause—

“(1)(A) has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and

“(B) has been properly reported to any other authorities as required by Federal, State, or local law, including title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and the regulations implementing such title under part 106 of title 34, Code of Federal Regulations, or any succeeding regulations; and

“(2)(A) the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law;

“(B) the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or

“(C) the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

“(c) PROHIBITION.—The Secretary shall not have the authority to mandate, direct, or control the specific measures adopted by a State, State educational agency, or local educational agency under this section.

“(d) CONSTRUCTION.—Nothing in this section shall be construed to prevent a State from adopting, or to override a State law, regulation, or policy that provides, greater or additional protections to prohibit any individual who is a school employee, contractor, or agent, or any State educational agency or local educational agency, from assisting a school employee who engaged in sexual misconduct regarding a minor or student in violation of the law in obtaining a new job.”

**5. Policy 4027 – Workplace Privacy Act**

LB 821 prohibits employers from accessing employees’ electronic information, including passwords to social media accounts.

**6. Policy 5006 – Option Enrollment**

LB 1066 amended Nebraska’s Option Enrollment statute. Specifically, LB 1066 provides that, when adopting standards for accepting or denying late-filed applications (applications filed after March 15) as follows: “Standards shall not include that a request occurred after the deadline set forth in this subsection.”

The option enrollment policy we provided previously had included an option of denying an application for the sole reason that the application was filed late. In response to LB 1066, we have deleted that as an option. If your current policy uses that as an option, you will need to amend your policy. If your policy uses different reasons for accepting or denying an application than simply that the application was filed late, you do not need to amend the standards in your policy.

LB 1067 amended the option enrollment statutes to state: “Option students who qualify for free lunches shall be eligible for either free transportation or transportation reimbursement as described in section 79-611 from the option school district pursuant to policies established by the school district . . .” We have revised the option policy to meet this requirement.

**7. Policy 5203—Academic Progress**

Policy 5203 requires the academic reports (e.g. report cards) be “sent” to parents each quarter. With many schools now using electronic student records systems, it is not quite accurate to say that report cards are “sent” to parents. So we have changed the term to “made available.”

**8. Policy 5418—Homeless Student Policy**

Schools that have been audited by the NDE in the last year have been advised of the need to have a homeless policy with a more robust grievance procedure. Accordingly, Policy 5418 has been amended to provide an enhanced grievance procedure.

The ESSA also added a notice requirement that is reflected in the revised Policy 5418.

We have also removed the NCLB reference in the homeless policy forms.

**9. Policy 5419 – Mental Health Assessments or Reporting**

The ESSA requires that parental consent be obtained prior to a child under the age of 18 participating in any mental health assessment or service. We have revised Policy 5419 to meet this requirement.

**10. Policy 6020—ESSA-Copyright instruction**

The ESSA requires that students be given education about the harms of copyright piracy. We have revised Policy 6020 to incorporate this requirement.

**11. Policy 6212—Assessments—Academic Content Standards**

The statute related to adoption of state standards<sup>3</sup> requires districts to adopt academic content standards in the subject areas of reading, writing, mathematics, science, and social studies in accordance with timelines established by the State Board of Education, but in no event later than one year following the adoption or modification of state standards.

We have amended Policy 6212 to incorporate the Mathematics standards that were adopted by the State Board in September, 2015.

**12. Policy 6284—Initiations, Hazing, Secret Clubs and Outside Organizations**

The anti-hazing statute<sup>4</sup> had formerly been applicable only to post-secondary students. LB 710 extended the statute to include everyone. LB 710 also expanded the list of what constitutes hazing.

Policy 6284 was developed in 2013 even though the anti-hazing statute had not yet been extended to public school students. We have now revised the policy to include the additional hazing activities that were added by LB 710.

**13. Policy 6286—Return to Learn from Cancer**

LB 511 from the 2015 legislative session requires schools to “establish a return-to-learn protocol for students returning to school after being treated for pediatric cancer.” Policy 6286 was developed in response.

The policy references training approved by the chief medical officer of the State. However, we have been informed that there is no one currently with HHS in that position. Moreover, HHS does not intend to approve any training on the subject of a student returning to school after being treated for cancer. Accordingly, the reference to the chief medical officer has been stricken from the policy.

---

<sup>3</sup> Section 79-760.02.

<sup>4</sup> Section 28-311.06.

**14. Policy 6410— Title I Parental and Family Involvement ESSA**

The ESSA includes changes to parental involvement in the Title I schools. The primary impact is to expand the requirements from parents to “parents and family members.” We have revised Policy 6410 accordingly.

**15. Policy 6800—Internet Safety and Acceptable Use Policy/COPPA**

Policy 6800 provides that the district’s technology resources are not to be used for personal use. Given that many districts permit personal use if the employee has entered into a limited lease agreement with the district, we have revised the policy to allow personal use where a lease exists.

Also, COPPA requires that schools obtain verifiable parental consent before allowing third parties to access student data on-line. We have updated the internet use policy to incorporate the requirements of COPPA.

**16. Policy 6920—Student Self-Management of Asthma, Anaphylaxis, and/or Diabetes**

The statute on student self-management of asthma and anaphylaxis<sup>5</sup> requires medical authorization by the student’s physician. LB 1086 amends the physician reference to also include “other health care professional who prescribed the medication for treatment of the student's condition.”

Policy 6920 and the attendant asthma and self-management plan form have been revised to provide for authorization from other health care professionals (instead of only the student’s physician).

We note that a similar change was not made to the statute on self-management of diabetes.<sup>6</sup>

We have also included these changes made by LB 1086 on Form 6920A.

**17. Policy 8270—Conflict of Interest Procedures**

The conflict statute related to the employment of family members<sup>7</sup> requires that Nebraska Accountability and Disclosure Commission (NADC) Form C-4 be filed with the Board of Education.

---

<sup>5</sup> Section 79-224.

<sup>6</sup> Section 79-225.

<sup>7</sup> Section 49-1499.04: (1) An official or employee of a political subdivision may employ or recommend or supervise the employment of an immediate family member if (a) he or she does not abuse his or her official position as described in section 49-1499.05, (b) he or she makes a full disclosure on the record to the governing body of the political subdivision and a written disclosure to the person in charge of keeping records for the governing body, and (c) the governing body of the political subdivision approves the employment or supervisory position.

Policy 8270 had provided that the form was also to be filed with the NADC. However, the form now provides: “Disclosure need not be made to the Nebraska Accountability and Disclosure Commission.” We have revised Policy 8270 to delete the reference to filing with the NADC.

## **18. Policy 9341—Voting**

The Open Meetings Act requires that motions be made and seconded by “roll call vote of the public body in open session.”<sup>8</sup> LB 876 amended the Act to permit electronic voting, so long as the votes of the board members may be readily seen by the public.

Policy 9341 was amended to provide for the use of an electronic voting device in the event any Board of Education chooses to use that option.

## **19. ESSA Changes**

The Every Student Succeeds Act was signed on December 10, 2015. It will replace the No Child Left Behind Act of 2001. Policies that refer to the NCLB have been amended to reflect the enactment of the ESSA.

The policies affected include:

- Index – Series 3000
- Index – Series 4000
- Policy 5104—Drug Free Schools
- Index – Series 6000

In addition, the ESSA requires that a notice be posted, in a public place, to inform taxpayers how to report suspected improper use of taxpayer funds. This requirement can be met by posting the enclosed notice in a public place in your District’s building.

### **Conclusion**

If you need anything further with regard to these documents or have questions, please contact either Greg ([gperry@perrylawfirm.com](mailto:gperry@perrylawfirm.com)) or Rex ([rschultze@perrylawfirm.com](mailto:rschultze@perrylawfirm.com)).

School Districts that receive this Memo and the enclosures should consult with their school attorney for independent legal advice.

---

<sup>8</sup> Section 84-1413(2).

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$40,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$40,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.

2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. § 13-610

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$40,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$40,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.

2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. § 13-610

Date of Adoption: [Insert Date]

Business OperationsNCLB

It is the policy of the District to comply with the NCLB and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the NCLB formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent's discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. NCLB funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to NCLB programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the NCLB programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with NCLB and specific NCLB grant programs in which the District participates.

Legal Reference: NCLB

Date of Adoption: [Insert Date]

Business OperationsESSA

It is the policy of the District to comply with the Every Student Succeeds Act (“ESSA”) and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent’s discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
  - (A) Whether the student's teacher—
    - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    - (iii) is teaching in the field of discipline of the certification of the teacher.
  - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:
  - (A) the subject matter assessed;
  - (B) the purpose for which the assessment is designed and used;
  - (C) the source of the requirement for the assessment;
  - (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
  - (E) the time and format for disseminating results.
13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—
  - (A) be involved in the education of their children; and
  - (B) be active participants in assisting their children to—
    - (i) attain English proficiency;
    - (ii) achieve at high levels within a well-rounded education; and

(iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.

Legal Reference: ESSA

Date of Adoption: [Insert Date]

*Leading*  *Serving*  *Supporting*



Educational Service Unit 7

*Serving the schools of Boone, Butler, Coffey, Merrick, Nance, Platte, and Polk counties*

Personnel - All Employees

Prohibition on Aiding and Abetting Sexual Abuse

A school employee, contractor, or agent of the school district is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or designee.)

Legal Reference: **ESSA sec. 8038, § 8546**

Date of Adoption: [Insert Date]

Personnel - All EmployeesWorkplace Privacy Policy

1. The District will abide by the Nebraska Workplace Privacy Act and will not:
  - a. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
  - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
  - c. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
  - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
  - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference:       Laws 2016, LB 821

Date of Adoption:     [Insert Date]

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):****Option 1 (Waiver unless at capacity):**

The application deadline will be waived by the School Board for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

**Option 2 (Limited Deadline Waiver):**

The application deadline will **not** be waived by the School Board for applications to option into the [Name] Public School District, except in the following circumstances:

1. **Siblings**: The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending [Name] Public Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
2. **Kindergarten**: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
3. **Release Approval**: For the foregoing exceptions, the application must contain a release approval from the resident district.

4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.
5. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.
6. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not

supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at [Name] Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at [Name] Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept 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, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 2 (Release unless Expulsion is Pending):**

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. **Kindergarten**: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. **Siblings**: A release will be granted where the application would allow the student to attend the same school as a sibling, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. **Educational Programming**: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.
4. **No Pending Expulsion**: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent’s designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

**F. Notification of Acceptance or Rejection**

In the case of an application to option enroll into the [Name] Public School District, the Superintendent or the Superintendent’s designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public School District, the Superintendent or the Superintendent’s designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Date of Adoption: [Insert Date]

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):****Option 1 (Waiver unless at capacity):**

The application deadline will be waived by the School Board for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

**Option 2 (Limited Deadline Waiver):**

The application deadline will **not** be waived by the School Board for applications to option into the [Name] Public School District, except in the following circumstances:

1. **Siblings**: The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending [Name] Public Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
2. **Kindergarten**: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
3. **Release Approval**: For the foregoing exceptions, the application must contain a release approval from the resident district.

4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.
5. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.
6. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not

supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at [Name] Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at [Name] Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept 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, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 2 (Release unless Expulsion is Pending):**

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

Option 2 (Release Conditions):

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.
4. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent’s designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the [Name] Public School District, the Superintendent or the Superintendent’s designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public School District, the Superintendent or the Superintendent’s designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Date of Adoption: [Insert Date]

StudentsAcademic Progress

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Date of Adoption: [Insert Date]

StudentsAcademic Progress

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Date of Adoption: [Insert Date]

StudentsHomeless Students

This School District will comply with the federal and state law related to homeless students.

A “homeless child” for purposes of this Policy is a child who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An “unaccompanied youth” is a child who is not in the physical custody of a parent or guardian.

1. Homeless Coordinator: The District’s designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
  - a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
    - i. homeless children are identified by school personnel;
    - ii. homeless children enroll in, and have a full and equal opportunity to succeed in school;
    - iii. homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services;
    - iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
    - v. public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens;
    - vi. enrollment disputes are mediated in accordance with law; and
    - vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.
  - b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.
  - c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A

homeless set-aside funds are also to be used for services for homeless children. Materials and equipment purchased with grant funds are properly identified and inventoried.

- d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.
  - e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.
  - f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, are to be maintained so that the records of a homeless child are available, in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.
  - g. Notice. The District shall annually inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children and youths, and homeless children and youths of the duties of the Homeless Coordinator, and shall annually provide to NDE the identity of the District's Homeless Coordinator.
2. Enrollment and Placement of Homeless Children: The enrollment and placement of homeless children shall be in compliance with federal and state law.
- a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.
  - b. Obtaining Records. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records.
  - c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.

- i. The placement shall be at either:
    1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
    2. The school of the attendance area in which the child is actually living.
  - ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year, the placement in the school of origin will be continued for the remainder of that school year.
  - iii. To the extent feasible the placement shall be in the school of origin except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian.
  - iv. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal.
  - v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.
3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.
  4. Transportation: Transportation will be provided to homeless students to the extent required by law.
    - a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
    - b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless

Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the school district in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.

- c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.
5. Dispute Resolution Process. The process to resolve disputes concerning the enrollment or placement of a child or youth experiencing homelessness is as follows:
- a. The child and the parent, guardian or other person having legal or actual charge or control of the child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute within not less than thirty (30) calendar days. The dispute resolution process is as follows:
    - i. The child or parent/guardian will notify the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.
    - ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the child and parent/guardian will be given the opportunity to provide information in support of their position.
    - iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the child and parent/guardian and the District.
    - iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
    - v. The written response and explanation of the decision will include a notice of the right to appeal using the appeal process provided for in the Nebraska Department of Education Rule 19.
  - b. . In the case of an unaccompanied youth, the District liaison will ensure that the youth is enrolled immediately in the school in which enrollment is sought pending resolution of the dispute;
  - c. The District will ensure the immediate enrollment of the child in the school in which enrollment is sought pending resolution of the dispute; and
  - d. The District's written response will include a notice of the right to appeal as provided in Nebraska Department of Education Rule 19, Section 005.03.

6. Right to Appeal.

- a. Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied youth that is dissatisfied with the decision of the District after the dispute resolution process may file a written appeal with the Nebraska Commissioner of Education within thirty (30) calendar days of receipt of the decision. Refer to NDE, Rule 19, Section 005.03 for further details.
- b. A party may appeal the decision of the Commissioner or designee by filing a Petition with the State Board of Education within thirty (30) calendar days of the receipt of the decision. Refer to NDE, Rule 19, Section 005.03C for further details.

Legal Reference:      Neb. Rev. Stat. § 79-215  
                             Nebraska Department of Education Rule 19  
                             McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.

Date of Adoption:      [Insert Date]

StudentsHomeless Students

This School District will comply with the federal and state law related to homeless students.

A “homeless child” for purposes of this Policy is a child who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An “unaccompanied youth” is a child who is not in the physical custody of a parent or guardian.

1. Homeless Coordinator: The District’s designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
  - a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
    - i. homeless children are identified by school personnel;
    - ii. homeless children enroll in, and have a full and equal opportunity to succeed in school;
    - iii. homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services;
    - iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
    - v. public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens;
    - vi. enrollment disputes are mediated in accordance with law; and
    - vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.
  - b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.
  - c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A homeless set-aside funds are also to be used for services for homeless children.

Materials and equipment purchased with grant funds are properly identified and inventoried.

- d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.
  - e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.
  - f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, are to be maintained so that the records of a homeless child are available, in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.
  - g. Notice. The District shall annually inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children and youths, and homeless children and youths of the duties of the Homeless Coordinator, and shall annually provide to NDE the identity of the District's Homeless Coordinator.
2. Enrollment and Placement of Homeless Children: The enrollment and placement of homeless children shall be in compliance with federal and state law.
- a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.
  - b. Obtaining Records. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records.
  - c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.
    - i. The placement shall be at either:

1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
2. The school of the attendance area in which the child is actually living.
  - ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year, the placement in the school of origin will be continued for the remainder of that school year.
  - iii. To the extent feasible the placement shall be in the school of origin except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian.
  - iv. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal.
  - v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.
3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.
4. Transportation: Transportation will be provided to homeless students to the extent required by law.
  - a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
  - b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the school district

in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.

- c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.
5. Dispute Resolution Process. The process to resolve disputes concerning the enrollment or placement of a child or youth experiencing homelessness is as follows:
- a. The child and the parent, guardian or other person having legal or actual charge or control of the child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute within not less than thirty (30) calendar days. The dispute resolution process is as follows:
    - i. The child or parent/guardian will notify the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.
    - ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the child and parent/guardian will be given the opportunity to provide information in support of their position.
    - iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the child and parent/guardian and the District.
    - iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
    - v. The written response and explanation of the decision will include a notice of the right to appeal using the appeal process provided for in the Nebraska Department of Education Rule 19.
  - b. time such complaint or dispute is brought. In the case of an unaccompanied youth, the District liaison will ensure that the youth is enrolled immediately in the school in which enrollment is sought pending resolution of the dispute;
  - c. The District will ensure the immediate enrollment of the child in the school in which enrollment is sought pending resolution of the dispute; and
  - d. The District's written response will include a notice of the right to appeal as provided in Nebraska Department of Education Rule 19, Section 005.03.
6. Right to Appeal.
- a. Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied youth that is dissatisfied with the decision of the District after the dispute resolution process may file a written appeal

with the Nebraska Commissioner of Education within thirty (30) calendar days of receipt of the decision. Refer to NDE, Rule 19, Section 005.03 for further details.

- b. A party may appeal the decision of the Commissioner or designee by filing a Petition with the State Board of Education within thirty (30) calendar days of the receipt of the decision. Refer to NDE, Rule 19, Section 005.03C for further details.

Legal Reference:      Neb. Rev. Stat. § 79-215  
                             Nebraska Department of Education Rule 19  
                             McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.

Date of Adoption:    [Insert Date]

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
None of the above.

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

\_\_\_\_\_

b. Reason(s) for Request: \_\_\_\_\_

\_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
( Name) (Name)

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

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
( Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

Notices:

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the state coordinator:  
Education Specialist & Homeless Education / NCLB Programs  
Nebraska Department of Education  
<http://www.education.ne.gov/federalprograms/Title%20X.html>  
Telephone: (402) 471-1419 Facsimile: (402) 742-2371
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

**Homeless Education Program  
DISPUTE RESOLUTION FORM**

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
(Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

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

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

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 Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact the state coordinator:

Education Specialist & Homeless Education / NCLB Programs  
Nebraska Department of Education  
<http://www.education.ne.gov/federalprograms/Title%20X.html>  
Telephone: (402) 471-1419 Facsimile: (402) 471-0117

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
None of the above.

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

\_\_\_\_\_

b. Reason(s) for Request: \_\_\_\_\_

\_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
( Name) (Name)

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

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
( Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

Notices:

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the state coordinator:  
Education Specialist & Homeless Education / NCLB Programs  
Nebraska Department of Education  
<http://www.education.ne.gov/federalprograms/Title%20X.html>  
Telephone: (402) 471-1419 Facsimile: (402) 742-2371
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

**Homeless Education Program  
DISPUTE RESOLUTION FORM**

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
(Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

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

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

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 Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact the state coordinator:

Education Specialist & Homeless Education / NCLB Programs  
Nebraska Department of Education  
<http://www.education.ne.gov/federalprograms/Title%20X.html>  
Telephone: (402) 471-1419 Facsimile: (402) 471-0117

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

StudentsStudent Privacy Protection Policy

It is the policy of [Name] Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District=s policies in this regard include the following:

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent=s request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent=s child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator=s intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a

student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

#### Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

#### Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent

opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

#### Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be sensitive for purposes of this policy:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

#### Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Legal Authorities: Every Student Succeeds Act  
Protection of Pupil Privacy Amendment, 20 U.S.C. Sec. 1232h and 34 CFR Part 98;  
Family Educational Rights and Privacy Act, 20 U.S.C. Sec.1232g;  
Neb. Rev. Stat. Sec. 79-530 to 79-533

Date of Adoption: [Insert Date]

StudentsStudent Privacy Protection Policy

It is the policy of [Name] Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District=s policies in this regard include the following:

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent=s request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent=s child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator=s intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a

student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

#### Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

#### Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent

opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

#### Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be sensitive for purposes of this policy:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

#### Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Legal Authorities: Every Student Succeeds Act  
 Protection of Pupil Privacy Amendment, 20 U.S.C. Sec. 1232h and 34 CFR Part 98;  
 Family Educational Rights and Privacy Act, 20 U.S.C. Sec.1232g;  
 Neb. Rev. Stat. Sec. 79-530 to 79-533

Date of Adoption: [Insert Date]

Instruction

The Program of Instruction

The minimum program of instruction in the schools shall be that prescribed by the statutes. The statutory curriculum may be augmented and extended to provide for the educational needs of individual pupils and differing areas in the School District.

The District shall educate staff and students about the harms of copyright piracy.

Legal Reference: Rule 10; ESSA

Date of Adoption: [Insert Date]

Instruction

The Program of Instruction

The minimum program of instruction in the schools shall be that prescribed by the statutes. The statutory curriculum may be augmented and extended to provide for the educational needs of individual pupils and differing areas in the School District.

The District shall educate staff and students about the harms of copyright piracy.

Legal Reference: Rule 10; ESSA

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

- Language Arts standards that were adopted by the State Board in September, 2014;
- Mathematics standards that were approved by the State Board in September, 2015;
- Science standards that were adopted by the State Board in November, 2010; and
- Social Studies standards that were adopted by the State Board in December, 2012.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. §§ 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

- Language Arts standards that were adopted by the State Board in September, 2014;
- Mathematics standards that were approved by the State Board in September, 2015;
- Science standards that were adopted by the State Board in November, 2010; and
- Social Studies standards that were adopted by the State Board in December, 2012.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. §§ 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means 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 with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with 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, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference:      Neb. Rev. Stat. §§ 79-2,101 to 79-2,103  
                                 Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
                                 Reference Neb. Rev. Stat. §§ 28-311.06 to 28-311.07

Date of Adoption:    [Insert Date]

InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means 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 with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with 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, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference:      Neb. Rev. Stat. §§ 79-2,101 to 79-2,103  
                                 Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
                                 Reference Neb. Rev. Stat. §§ 28-311.06 to 28-311.07

Date of Adoption:    [Insert Date]

Instruction

Activities

Return to Learn From Cancer

The Superintendent or designee shall make available training on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

A 504 team meeting will be held, as appropriate, to develop individual return to learn accommodations and modifications.

Legal Reference: Neb. Rev. Stat. §§ 79-2,148

Date of Adoption: [Insert Date]

Instruction

Activities

Return to Learn From Cancer

The Superintendent or designee shall make available training on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

A 504 team meeting will be held, as appropriate, to develop individual return to learn accommodations and modifications.

Legal Reference: Neb. Rev. Stat. §§ 79-2,148

Date of Adoption: [Insert Date]

InstructionTitle I Parental and Family Involvement Policy

This Parental and Family Involvement Policy is established in compliance with Title I. [Name] Public Schools has a parental and family involvement policy applicable to parents and family members of all children. The parental and family involvement policy applicable to parents and family members of all children is not replaced by this Title I Parental and Family Involvement Policy and shall continue to be applicable to all parents and family members, including parents and family members participating in Title I programs.

It is the policy of [Name] Public Schools to implement programs, activities, and procedures for the involvement of parents and family members in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents and family members of participating children.

Expectations for Parental Involvement

It is the expectation of [Name] Public Schools that parents and family members of participating children will have opportunities available for parental and family involvement in the programs, activities, and procedures of the District's Title I program. The term "parental and family involvement" means the participation of parents and family in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents and family members play an integral role in assisting their child's learning; (B) that parents and family members are encouraged to be actively involved in their child's education at school; (C) that parents and family members are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental and family involvement policy. The District intends to meet this expectation through the following activities:

- A. Involving parents and family members in the joint development of the District's Title I plan and the processes of school review and school improvement.
- B. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance.
- C. Building the schools', parents' and family's capacity for strong parental and family involvement.
- D. Coordinating and integrating parental and family involvement strategies under Title I with parental and family involvement strategies under other programs.
- E. Conducting, with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the schools served under the Title I

program, including identifying barriers to greater participation by parents and family members in Title I programs, with particular attention to parents and families who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental and family involvement policies of the District.

- F. Involving parents and family members in the activities of the schools served under Title I.

#### Policy Involvement

Each school served under the Title I program shall:

- A. Convene an annual meeting, at a convenient time, to which all parents and family members of participating children shall be invited and encouraged to attend, to inform parents and family members of their school's participation under the Title I program and to explain the requirements of the Title I program.
- B. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental and family involvement in such meetings by offering transportation, child care, or home visits.
- C. Involve parents and family members in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
- D. Provide parents and family members of participating children—(1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents and family members, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
- E. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents and family members of participating children, submit any parental or family members' comments on the plan when the school makes the plan available to the District.

#### Shared Responsibilities for High Student Academic Achievement

As a component of the District's parental and family involvement policy, each school served under the Title I program shall jointly develop with parents and family members for all children served under the Title I program a school-parent compact that outlines how parents, family members, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school, parents and family members will build and develop a partnership to help children achieve the State's high standards. Such

compact shall—(1) describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State’s student academic achievement standards and the ways in which each parent and family will be responsible for supporting their children’s learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers, parents and family members on an ongoing basis through, at a minimum—(A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child’s achievement; (B) frequent reports to parents and family members on their children’s progress; and (C) reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities.

#### Building Capacity for Involvement

To ensure effective involvement of parents and family members and to support a partnership among the District, parents, family members, and the community to improve student academic achievement, each school participating in the Title I program and the District—(1) shall provide assistance to participating parents and family members, as appropriate, in understanding such topics as the State’s academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child’s progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents and family members to work with their children to improve their children’s achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental and family member involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents and family members, in the value and utility of contributions of parents and family members, and in how to reach out to, communicate with, and work with parents and family members as equal partners, implement and coordinate parent and family programs, and build ties between parents, family members and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent and family involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent and family resource centers, that encourage and support parents and family members in more fully participating in the education of their children; (5) shall ensure that information related to school and parent and family programs, meetings, and other activities is sent to the parents and family members of participating children in a format, and to the extent practicable, in a language the parents and family members can understand; (6) may involve parents and family members in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental and family involvement activities, including transportation and child care costs, to enable parents and family members to participate in school-related meetings and training sessions; (9) may train parents and family members to enhance the involvement of other parents and family members; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents and family members who

are unable to attend such conferences at school, in order to maximize parental and family involvement and participation; (11) may adopt and implement model approaches to improving parental and family involvement; (12) may establish a district-wide parent and family advisory council to provide advice on all matters related to parental and family involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent and family involvement activities; and (14) shall provide such other reasonable support for parental and family involvement activities under Title I as parents and family members may request.

#### Accessibility

In carrying out the parental and family involvement activities for this Title I Parental and Family Involvement policy, the District shall provide full opportunities for the participation of parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

#### Use, Distribution, and Updating of this Policy

This Title I Parental and Family Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents and family members of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and family members and the school.

Legal Authorities: 20 U.S.C. §§6318 and 7801(32)

Date of Adoption: [Insert Date]

InstructionTitle I Parental and Family Involvement Policy

This Parental and Family Involvement Policy is established in compliance with Title I. [Name] Public Schools has a parental and family involvement policy applicable to parents and family members of all children. The parental and family involvement policy applicable to parents and family members of all children is not replaced by this Title I Parental and Family Involvement Policy and shall continue to be applicable to all parents and family members, including parents and family members participating in Title I programs.

It is the policy of [Name] Public Schools to implement programs, activities, and procedures for the involvement of parents and family members in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents and family members of participating children.

Expectations for Parental Involvement

It is the expectation of [Name] Public Schools that parents and family members of participating children will have opportunities available for parental and family involvement in the programs, activities, and procedures of the District's Title I program. The term "parental and family involvement" means the participation of parents and family in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents and family members play an integral role in assisting their child's learning; (B) that parents and family members are encouraged to be actively involved in their child's education at school; (C) that parents and family members are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental and family involvement policy. The District intends to meet this expectation through the following activities:

- A. Involving parents and family members in the joint development of the District's Title I plan and the processes of school review and school improvement.
- B. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance.
- C. Building the schools', parents' and family's capacity for strong parental and family involvement.
- D. Coordinating and integrating parental and family involvement strategies under Title I with parental and family involvement strategies under other programs.
- E. Conducting, with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the schools served under the Title I

program, including identifying barriers to greater participation by parents and family members in Title I programs, with particular attention to parents and families who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental and family involvement policies of the District.

- F. Involving parents and family members in the activities of the schools served under Title I.

#### Policy Involvement

Each school served under the Title I program shall:

- A. Convene an annual meeting, at a convenient time, to which all parents and family members of participating children shall be invited and encouraged to attend, to inform parents and family members of their school's participation under the Title I program and to explain the requirements of the Title I program.
- B. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental and family involvement in such meetings by offering transportation, child care, or home visits.
- C. Involve parents and family members in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
- D. Provide parents and family members of participating children—(1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents and family members, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
- E. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents and family members of participating children, submit any parental or family members' comments on the plan when the school makes the plan available to the District.

#### Shared Responsibilities for High Student Academic Achievement

As a component of the District's parental and family involvement policy, each school served under the Title I program shall jointly develop with parents and family members for all children served under the Title I program a school-parent compact that outlines how parents, family members, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school, parents and family members will build and develop a partnership to help children achieve the State's high standards. Such

compact shall—(1) describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State’s student academic achievement standards and the ways in which each parent and family will be responsible for supporting their children’s learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers, parents and family members on an ongoing basis through, at a minimum—(A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child’s achievement; (B) frequent reports to parents and family members on their children’s progress; and (C) reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities.

#### Building Capacity for Involvement

To ensure effective involvement of parents and family members and to support a partnership among the District, parents, family members, and the community to improve student academic achievement, each school participating in the Title I program and the District—(1) shall provide assistance to participating parents and family members, as appropriate, in understanding such topics as the State’s academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child’s progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents and family members to work with their children to improve their children’s achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental and family member involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents and family members, in the value and utility of contributions of parents and family members, and in how to reach out to, communicate with, and work with parents and family members as equal partners, implement and coordinate parent and family programs, and build ties between parents, family members and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent and family involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent and family resource centers, that encourage and support parents and family members in more fully participating in the education of their children; (5) shall ensure that information related to school and parent and family programs, meetings, and other activities is sent to the parents and family members of participating children in a format, and to the extent practicable, in a language the parents and family members can understand; (6) may involve parents and family members in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental and family involvement activities, including transportation and child care costs, to enable parents and family members to participate in school-related meetings and training sessions; (9) may train parents and family members to enhance the involvement of other parents and family members; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents and family members who

are unable to attend such conferences at school, in order to maximize parental and family involvement and participation; (11) may adopt and implement model approaches to improving parental and family involvement; (12) may establish a district-wide parent and family advisory council to provide advice on all matters related to parental and family involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent and family involvement activities; and (14) shall provide such other reasonable support for parental and family involvement activities under Title I as parents and family members may request.

#### Accessibility

In carrying out the parental and family involvement activities for this Title I Parental and Family Involvement policy, the District shall provide full opportunities for the participation of parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

#### Use, Distribution, and Updating of this Policy

This Title I Parental and Family Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents and family members of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and family members and the school.

Legal Authorities: 20 U.S.C. §§6318 and 7801(32)

Date of Adoption: [Insert Date]

InstructionComputerInternet Safety and Acceptable Use PolicyA. Internet Safety Policy

It is the policy of [Name] Public Schools to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,

1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users 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 a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will

operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Date of Adoption: [Insert Date]

[Name] Public Schools  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the [Name] Public School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the [Name] Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of [Name] Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

[Name] Public Schools  
Addition to Student Code of Conduct  
*Appendix "2"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct, [Name] Public Schools asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the [Name] Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of [Name] Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized faculty designee for duration of applicable computer/network/Internet use.

[Name] Public Schools  
Addition to Student Code of Conduct  
*Appendix "3"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT’S AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by [Name] Public Schools. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold [Name] Public Schools responsible for materials acquired or sent via the network.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

InstructionComputerInternet Safety and Acceptable Use PolicyA. Internet Safety Policy

It is the policy of [Name] Public Schools to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the District’s computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,

1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users 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 a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information

accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)

Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Date of Adoption: [Insert Date]

[Name] Public Schools  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the [Name] Public School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the [Name] Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of [Name] Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

[Name] Public Schools  
Addition to Student Code of Conduct  
*Appendix "2"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT’S AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct, [Name] Public Schools asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the [Name] Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of [Name] Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

[Name] Public Schools  
Addition to Student Code of Conduct  
*Appendix "3"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT’S AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by [Name] Public Schools. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold [Name] Public Schools responsible for materials acquired or sent via the network.

I agree not to hold the [Name] Public Schools, any of its employees, or any institution providing network access to [Name] Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized faculty designee for duration of applicable computer/network/Internet use.

InstructionStudent Self-Management of Asthma, Anaphylaxis, and/or Diabetes

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions upon:

- (1) written request of the student's parent or guardian;
- (2) authorization of the student's physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition;
- (3) receipt of a signed no liability statement from the parent or guardian; and
- (4) development of an asthma or anaphylaxis or a diabetes medical management plan for the student.

Students with such a medical management plan may possess the necessary medication to manage their medical condition upon the conditions established in the plan and not be subject to discipline for such possession. Provided that, if the student uses or allows the medication to be used for any reason other than as prescribed or as provided in the plan or possesses the medication other than as provided in the plan the student shall be subject to discipline in accordance with the student conduct and drug-free school policies.

Legal Reference: Neb. Rev. Stat. §§ 79-224 and 79-225

Date of Adoption: [Insert Date]

InstructionStudent Self-Management of Asthma, Anaphylaxis, and/or Diabetes

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions upon:

- (1) written request of the student's parent or guardian;
- (2) authorization of the student's physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition;
- (3) receipt of a signed no liability statement from the parent or guardian; and
- (4) development of an asthma or anaphylaxis or a diabetes medical management plan for the student.

Students with such a medical management plan may possess the necessary medication to manage their medical condition upon the conditions established in the plan and not be subject to discipline for such possession. Provided that, if the student uses or allows the medication to be used for any reason other than as prescribed or as provided in the plan or possesses the medication other than as provided in the plan the student shall be subject to discipline in accordance with the student conduct and drug-free school policies.

Legal Reference: Neb. Rev. Stat. §§ 79-224 and 79-225

Date of Adoption: [Insert Date]

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

Student's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Month) (Day) (Year)

Health Condition:  Asthma  Anaphylaxis (For this Plan "Health Condition" means the condition(s) checked)

Mother/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Father/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Student's Doctor/Health Care Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Other Emergency Contacts: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Asthma or Anaphylaxis Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary asthma or anaphylaxis medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription asthma or anaphylaxis medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will promptly report self-administration and follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student’s Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student’s understanding of and ability to self-manage Student’s Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student’s Health Condition as follows:

1. Access to Prescription Asthma/Anaphylaxis Medication
  - May have medication in Student’s possession at any time.
  - May have medication in Student’s possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
  - May not have medication in Student’s possession except for emergency use.
  
2. Self-Administration of Prescription Asthma/Anaphylaxis Medication
  - May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
  - May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
  - May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student’s self-management of Student’s Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription asthma or anaphylaxis medication prescribed for Student:** See Student Asthma/Anaphylaxis Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student’s Health Condition:**

1. The Student, when permitted to be in possession of medication, will have only the prescription medication that might be needed for the Student’s own use. For example, the Student may have one inhaler, but not two, unless the first is nearly empty
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

**F. Student Asthma/Anaphylaxis Action Plan**

**Student Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Month) (Day) (Year)

**EXERCISE PRECAUTION** - Administer inhaler 15-30 minutes before exercise (eg, gym class, recess)

Albuterol inhaler (Proventil, Ventolin) 2 inhalations

<p><b><u>ASTHMA TREATMENT</u></b>                  Give or self-administer <b>quick relief medication</b> when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.  <b>Quick relief medication:</b></p> <p><input type="checkbox"/> Albuterol inhaler (Proventil, Ventolin) 2 inhalations</p> <p><input type="checkbox"/> Pirbuterol inhaler (Maxair) 2 inhalations</p> <p><input type="checkbox"/> Albuterol inhaled <i>by nebulizer</i> (Proventil, Ventolin)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> Levalbuterol inhaled <i>by nebulizer</i> (Xopenex)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.31 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED</b></p> <p><b>If after 10 minutes:</b></p> <ul style="list-style-type: none"> <li>• Symptoms are improved, student may return to classroom after notifying parent/guardian.</li> <li>• If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student’s ability to remain in school for the day.</li> <li>• <b><i>If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).</i></b></li> </ul>
--	--

<p><b><u>ANAPHYLAXIS TREATMENT</u></b>                  Give or self-administer <b>epinephrine</b> when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck “sucking in”), lips or fingernails turning blue, or trouble talking (shortness of breath).</p> <p><input type="checkbox"/> The Student has severe allergies to the following:                  _____</p> <p><input type="checkbox"/> Epinephrine injection (please specify):</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen 0.3 mg                      <input type="checkbox"/> Twinject 0.3 mg</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen Jr. 0.15 mg                  <input type="checkbox"/> Twinject 0.15 mg</p> <p><input type="checkbox"/> May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED</b></p> <ul style="list-style-type: none"> <li>• <b><i>CALL 911 and closely observe the student.</i></b></li> <li>• Notify parent/guardian immediately.</li> <li>• Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.</li> <li>• <b><i>If student does not improve or continues to worsen, INITIATE Nebraska’s schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).</i></b></li> </ul>
---	--

Possible adverse reactions to be reported to physician \_\_\_\_\_

Special instructions \_\_\_\_\_

I am the Student’s Physician or other health care professional who prescribed the medication for treatment of the student's condition. Student has  Asthma  Anaphylaxis and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student’s Health Condition in accordance with this Asthma or Anaphylaxis Medical Management Plan. I approve the Medical Management Plan and the Student Asthma/Anaphylaxis Action Plan and authorize Student to self-manage Student’s Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_ Date: \_\_\_\_\_

**V. GUIDELINES FOR  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student’s health or prescribed treatment or student’s ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription asthma/anaphylaxis medications required under the Plan; the school is not responsible for providing the medications. Prescribed asthma/anaphylaxis medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. Inhalers must have a label attached to the inhaler itself, not on the packaging. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new asthma/anaphylaxis action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Health care services the Student may receive at school relating to Student’s Health Condition.**

1. Standard health services available to all students.
2. Storage of backup asthma or anaphylaxis medication supplies.
3. Recording of student self-administration reports.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Asthma or Anaphylaxis Medical Management Plan the Student shall be permitted to self-manage the Student’s asthma or anaphylaxis condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student shall promptly notify the school nurse, the school nurse’s designee, or another designated adult at the school when the Student has self-administered prescription asthma or anaphylaxis medication pursuant to the Plan.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school’s drug and student conduct policies and may result in an expulsion from school. To the extent this Asthma or Anaphylaxis Medical Management Plan permits the Student to be in possession of prescribed asthma/anaphylaxis medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription asthma or anaphylaxis medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student’s access to such medication; however, it is agreed that in the event of any such misuse, a re-evaluation of the Student’s understanding of and ability to self-manage Student’s Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Asthma or Anaphylaxis Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the

Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Asthma or Anaphylaxis Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Asthma/Allergy Self-Management Log

Student Name \_\_\_\_\_

Student Date of Birth \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

**Student's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Month) (Day) (Year)

**Health Condition:**  Asthma  Anaphylaxis (For this Plan "Health Condition" means the condition(s) checked)

**Mother/Guardian:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Father/Guardian:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Student's Doctor/Health Care Provider:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

**Other Emergency Contacts:** \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Asthma or Anaphylaxis Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary asthma or anaphylaxis medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription asthma or anaphylaxis medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will promptly report self-administration and follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student’s Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student’s understanding of and ability to self-manage Student’s Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student’s Health Condition as follows:

1. Access to Prescription Asthma/Anaphylaxis Medication
  - May have medication in Student’s possession at any time.
  - May have medication in Student’s possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
  - May not have medication in Student’s possession except for emergency use.
2. Self-Administration of Prescription Asthma/Anaphylaxis Medication
  - May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
  - May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
  - May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student’s self-management of Student’s Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription asthma or anaphylaxis medication prescribed for Student:** See Student Asthma/Anaphylaxis Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student’s Health Condition:**

1. The Student, when permitted to be in possession of medication, will have only the prescription medication that might be needed for the Student’s own use. For example, the Student may have one inhaler, but not two, unless the first is nearly empty
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

**F. Student Asthma/Anaphylaxis Action Plan**

**Student Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Month) (Day) (Year)

**EXERCISE PRECAUTION** - Administer inhaler 15-30 minutes before exercise (eg, gym class, recess)

Albuterol inhaler (Proventil, Ventolin) 2 inhalations

<p><b><u>ASTHMA TREATMENT</u></b>                  Give or self-administer <b>quick relief medication</b> when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.  <b>Quick relief medication:</b></p> <p><input type="checkbox"/> Albuterol inhaler (Proventil, Ventolin) 2 inhalations</p> <p><input type="checkbox"/> Pirbuterol inhaler (Maxair) 2 inhalations</p> <p><input type="checkbox"/> Albuterol inhaled <i>by nebulizer</i> (Proventil, Ventolin)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> Levalbuterol inhaled <i>by nebulizer</i> (Xopenex)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.31 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED</b></p> <p><b>If after 10 minutes:</b></p> <ul style="list-style-type: none"> <li>• Symptoms are improved, student may return to classroom after notifying parent/guardian.</li> <li>• If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student’s ability to remain in school for the day.</li> <li>• <b><i>If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).</i></b></li> </ul>
--	--

<p><b><u>ANAPHYLAXIS TREATMENT</u></b>                  Give or self-administer <b>epinephrine</b> when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck “sucking in”), lips or fingernails turning blue, or trouble talking (shortness of breath).</p> <p><input type="checkbox"/> The Student has severe allergies to the following:                  _____</p> <p><input type="checkbox"/> Epinephrine injection (please specify):</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen 0.3 mg                      <input type="checkbox"/> Twinject 0.3 mg</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen Jr. 0.15 mg                      <input type="checkbox"/> Twinject 0.15 mg</p> <p><input type="checkbox"/> May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED</b></p> <ul style="list-style-type: none"> <li>• <b><i>CALL 911 and closely observe the student.</i></b></li> <li>• Notify parent/guardian immediately.</li> <li>• Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.</li> <li>• <b><i>If student does not improve or continues to worsen, INITIATE Nebraska’s schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).</i></b></li> </ul>
---	--

Possible adverse reactions to be reported to physician \_\_\_\_\_

Special instructions \_\_\_\_\_

I am the Student’s Physician or other health care professional who prescribed the medication for treatment of the student's condition. Student has  Asthma  Anaphylaxis and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student’s Health Condition in accordance with this Asthma or Anaphylaxis Medical Management Plan. I approve the Medical Management Plan and the Student Asthma/Anaphylaxis Action Plan and authorize Student to self-manage Student’s Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_ Date: \_\_\_\_\_

**V. GUIDELINES FOR  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student’s health or prescribed treatment or student’s ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription asthma/anaphylaxis medications required under the Plan; the school is not responsible for providing the medications. Prescribed asthma/anaphylaxis medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. Inhalers must have a label attached to the inhaler itself, not on the packaging. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new asthma/anaphylaxis action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Health care services the Student may receive at school relating to Student’s Health Condition.**

1. Standard health services available to all students.
2. Storage of backup asthma or anaphylaxis medication supplies.
3. Recording of student self-administration reports.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Asthma or Anaphylaxis Medical Management Plan the Student shall be permitted to self-manage the Student’s asthma or anaphylaxis condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student shall promptly notify the school nurse, the school nurse’s designee, or another designated adult at the school when the Student has self-administered prescription asthma or anaphylaxis medication pursuant to the Plan.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school’s drug and student conduct policies and may result in an expulsion from school. To the extent this Asthma or Anaphylaxis Medical Management Plan permits the Student to be in possession of prescribed asthma/anaphylaxis medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription asthma or anaphylaxis medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student’s access to such medication; however, it is agreed that in the event of any such misuse, a re-evaluation of the Student’s understanding of and ability to self-manage Student’s Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Asthma or Anaphylaxis Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the

Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Asthma or Anaphylaxis Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Asthma/Allergy Self-Management Log**

**Student Name** \_\_\_\_\_

**Student Date of Birth** \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Internal Board PoliciesConflict of Interest—Other Than Contracts or Employment

1. Members of the Board of Education of this School District shall abstain from voting on matters on which they may have a conflict of interest. Any Board member who would be required to take any action or make any decision in the discharge of his or her duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (A) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and,
- (B) Deliver a copy of the statement to the Secretary of the Board of Education, who shall enter the statement into the public records of the School District.

The Board member shall take such action as the Commission shall advise or prescribe to remove himself or herself from influence over the action or decision in the matter.

2. The provisions of paragraph 1 above shall not prevent a Board member from making or participating in the making of a School District-related decision to the extent that the individual's participation is legally required for the action or decision to be made. In such event, the Board member shall report the occurrence to the Commission.

3. Except as defined in Nebraska statute and this policy, conflict of interest of a Board member shall not prevent a Board member from serving on the Board or restrict the hiring or purchasing practices of this School District.

4. The Superintendent, or the Superintendent's designee, shall provide:
- (A) Each Board member with copies of state statutes of Nebraska pertaining to conflicts of interest at the organizational meeting of the Board of Education held at the regular School Board meeting in January of each year. In addition, any newly appointed or elected Board member shall be provided such statutes.
  - (B) When possible, provide each Board member with a list of financial matters on the agenda to come before the Board of Education at the next regular meeting in sufficient detail to allow the Board member to identify potential conflicts of interest and report and receive advice from the Commission.

5. For purposes of this policy, immediate family member shall be defined as a child residing in the Board member's household, a Board member's spouse or an individual claimed by that Board member or the Board member's spouse as a dependent for federal income tax purposes.

Legal Reference: Neb. Rev. Stat. § 49-1425; § 49-14,101; § 49-14,102; § 49-14,103; § 49-14,103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04; § 49-14,103.05; § 49-14,103.06; § 79-818; § 79-544 and § 49-1499.

Date of Adoption: [Insert Date]

Internal Board PoliciesConflict of Interest—Other Than Contracts or Employment

1. Members of the Board of Education of this School District shall abstain from voting on matters on which they may have a conflict of interest. Any Board member who would be required to take any action or make any decision in the discharge of his or her duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (A) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and,
- (B) Deliver a copy of the statement to the Secretary of the Board of Education, who shall enter the statement into the public records of the School District.

The Board member shall take such action as the Commission shall advise or prescribe to remove himself or herself from influence over the action or decision in the matter.

2. The provisions of paragraph 1 above shall not prevent a Board member from making or participating in the making of a School District-related decision to the extent that the individual's participation is legally required for the action or decision to be made. In such event, the Board member shall report the occurrence to the Commission.

3. Except as defined in Nebraska statute and this policy, conflict of interest of a Board member shall not prevent a Board member from serving on the Board or restrict the hiring or purchasing practices of this School District.

4. The Superintendent, or the Superintendent's designee, shall provide:
- (A) Each Board member with copies of state statutes of Nebraska pertaining to conflicts of interest at the organizational meeting of the Board of Education held at the regular School Board meeting in January of each year. In addition, any newly appointed or elected Board member shall be provided such statutes.
  - (B) When possible, provide each Board member with a list of financial matters on the agenda to come before the Board of Education at the next regular meeting in sufficient detail to allow the Board member to identify potential conflicts of interest and report and receive advice from the Commission.

5. For purposes of this policy, immediate family member shall be defined as a child residing in the Board member's household, a Board member's spouse or an individual claimed by that Board member or the Board member's spouse as a dependent for federal income tax purposes.

Legal Reference: Neb. Rev. Stat. § 49-1425; § 49-14,101; § 49-14,102; § 49-14,103; § 49-14,103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04; § 49-14,103.05; § 49-14,103.06; § 79-818; § 79-544 and § 49-1499.

Date of Adoption: [Insert Date]

Bylaws of the Board - Meetings

Voting

Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or not voting. The requirements of a roll call or viva voce vote may be satisfied by use of an electronic voting device which allows the yeas and nays of each member of the board to be readily seen by the public.

Date of Adoption: [Insert Date]

Bylaws of the Board - Meetings

Voting

Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or not voting. The requirements of a roll call or viva voce vote may be satisfied by use of an electronic voting device which allows the yeas and nays of each member of the board to be readily seen by the public.

Date of Adoption: [Insert Date]

## TABLE OF CONTENTS

	POLICY
1. Budget Planning.....	3010
2. Fund Balance Reporting .....	3011
3. Public Review of Budget .....	3020
4. Transfer of Funds Between Categories.....	3030
5. Budget as Spending Plan – Budgeted Items .....	3040
6. Tuition Fees .....	3050
7. Materials Fees .....	3060
8. Summer School Fees.....	3070
9. Federal Funds.....	3080
10. Sales and Disposal of Books, Equipment and Supplies.....	3090
11. Leasing.....	3100
12. Short-Term Investing.....	3110
13. Depository.....	3120
Resolution	
14. Purchasing Policies .....	3130
15. Contracting for Services .....	3140
16. Paying for Goods and Services .....	3150
17. Report of Treasurer .....	3160
18. Periodic Audit .....	3170
19. System of Accounts .....	3180
20. Inventory of Equipment .....	3190
21. Monies in School Buildings.....	3200
22. Bonds .....	3210
23. Educational Service Units – Designated Representative .....	3220
24. Security .....	3230
25. Video Surveillance.....	3231
26. Risk Management and Safety Committee.....	3240
27. Trespassers.....	3250
28. Safe Driving Record Standard for Drivers.....	3410
Driver Certification Form	
Drivers – First Aid Procedures	
Emergency Evacuation Procedures – Small Vehicles	
29. Transportation .....	3520
30. Procedures – Bidding Construction Projects .....	3540
31. Rebates to School Personnel.....	3550
32. Records Management and Disposition .....	3560
33. ESSA.....	3570

## TABLE OF CONTENTS

	POLICY
1. Budget Planning.....	3010
2. Fund Balance Reporting .....	3011
3. Public Review of Budget .....	3020
4. Transfer of Funds Between Categories.....	3030
5. Budget as Spending Plan – Budgeted Items .....	3040
6. Tuition Fees .....	3050
7. Materials Fees .....	3060
8. Summer School Fees.....	3070
9. Federal Funds.....	3080
10. Sales and Disposal of Books, Equipment and Supplies.....	3090
11. Leasing.....	3100
12. Short-Term Investing.....	3110
13. Depository.....	3120
Resolution	
14. Purchasing Policies .....	3130
15. Contracting for Services .....	3140
16. Paying for Goods and Services .....	3150
17. Report of Treasurer .....	3160
18. Periodic Audit .....	3170
19. System of Accounts .....	3180
20. Inventory of Equipment .....	3190
21. Monies in School Buildings.....	3200
22. Bonds .....	3210
23. Educational Service Units – Designated Representative .....	3220
24. Security .....	3230
25. Video Surveillance.....	3231
26. Risk Management and Safety Committee.....	3240
27. Trespassers.....	3250
28. Safe Driving Record Standard for Drivers.....	3410
Driver Certification Form	
Drivers – First Aid Procedures	
Emergency Evacuation Procedures – Small Vehicles	
29. Transportation .....	3520
30. Procedures – Bidding Construction Projects .....	3540
31. Rebates to School Personnel.....	3550
32. Records Management and Disposition .....	3560
33. ESSA.....	3570

## TABLE OF CONTENTS

		POLICY
A.	General Personnel Policies and Policies Applicable to All Personnel	
1.	Recruitment and Selection .....	4001
2.	Equal Opportunity Employment .....	4002
3.	Anti-discrimination, Anti-harassment and Anti-retaliation .....	4003
	Notice of Nondiscrimination.....	4003
	Complaint Form .....	4003
4.	Duty Hours of Employees.....	4004
5.	Absence of Employees.....	4005
6.	Absence From Building .....	4006
7.	Family and Medical Leave Policy .....	4007
	Family and Medical Leave Policy documents .....	4007A
8.	Adoption Leave.....	4008
9.	Drug and Substance Use and Abuse, with attached Appendix .....	4009
10.	Bloodborne Pathogen Compliance Plan .....	4011
11.	Infectious Diseases.....	4012
12.	Personnel Files .....	4013
13.	Receiving Agents, Salespersons, and Other Business Representatives .....	4014
14.	Unauthorized Purchases.....	4015
15.	Use of School Facilities and Equipment by School Employees .....	4016
16.	Activity Passes .....	4017
17.	Community Relations – Political Activity .....	4018
18.	Fair Labor Standards Act (Minimum Wage and Overtime) .....	4019
19.	Shredding Consumer Reports .....	4020
20.	Social Security Numbers.....	4021
21.	Military and Family Military Leave .....	4022
22.	Notification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints .....	4023
23.	Wage and Deduction Information.....	4024
24.	Professional Boundaries Between Employees and Students .....	4025
25.	Prohibition on Aiding and Abetting Sexual Abuse.....	4026
26.	Workplace Privacy Policy.....	4027
B.	Certificated Employees	
1.	Qualifications for Appointment as Teacher.....	4100
2.	Qualifications for Appointment to Administrative and Supervisory Positions .....	4101
3.	Contract.....	4110
4.	Certification .....	4111
5.	Probationary Certified Employees .....	4120
6.	Permanent Certified Employees .....	4121
7.	Assignment of Duties.....	4130
8.	Agents/Tutors.....	4131
9.	Student Teachers and Pre-Student Teachers.....	4132
10.	Substitute Teachers .....	4133

11. Professional Growth .....	4140
12. Teacher Training .....	4141
13. Evaluation of Teachers .....	4150
14. Reduction in Force Policy for Certificated Staff .....	4160
15. Leave of Absence.....	4170
16. Dual Sponsorship of Activities .....	4180
17. Standards of Ethical and Professional Performance – Certificated Staff .....	4190
C. Non-Certificated Employees	
1. Qualifications of Non-Certificated Employees.....	4200
2. "At Will" Employees .....	4201
3. Hiring/Dismissal .....	4210
4. Contract.....	4220
Classified Employee’s Employment Agreement.....	Regulation 4220A
5. Assignment and Transfer .....	4230
6. Complaint Procedure .....	4240
Complaint Form	
7. Bus Drivers .....	4250
8. Standards of Performance for Non-Certified Employees .....	4260
Form for Classified Employee Notice of Performance Concerns	

## TABLE OF CONTENTS

		POLICY
A.	General Personnel Policies and Policies Applicable to All Personnel	
1.	Recruitment and Selection .....	4001
2.	Equal Opportunity Employment .....	4002
3.	Anti-discrimination, Anti-harassment and Anti-retaliation .....	4003
	Notice of Nondiscrimination.....	4003
	Complaint Form .....	4003
4.	Duty Hours of Employees.....	4004
5.	Absence of Employees.....	4005
6.	Absence From Building .....	4006
7.	Family and Medical Leave Policy .....	4007
	Family and Medical Leave Policy documents .....	4007A
8.	Adoption Leave.....	4008
9.	Drug and Substance Use and Abuse, with attached Appendix .....	4009
10.	Bloodborne Pathogen Compliance Plan .....	4011
11.	Infectious Diseases.....	4012
12.	Personnel Files .....	4013
13.	Receiving Agents, Salespersons, and Other Business Representatives .....	4014
14.	Unauthorized Purchases.....	4015
15.	Use of School Facilities and Equipment by School Employees .....	4016
16.	Activity Passes .....	4017
17.	Community Relations – Political Activity .....	4018
18.	Fair Labor Standards Act (Minimum Wage and Overtime) .....	4019
19.	Shredding Consumer Reports .....	4020
20.	Social Security Numbers.....	4021
21.	Military and Family Military Leave .....	4022
22.	Notification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints .....	4023
23.	Wage and Deduction Information.....	4024
24.	Professional Boundaries Between Employees and Students .....	4025
25.	Prohibition on Aiding and Abetting Sexual Abuse.....	4026
26.	Workplace Privacy Policy.....	4027
B.	Certificated Employees	
1.	Qualifications for Appointment as Teacher.....	4100
2.	Qualifications for Appointment to Administrative and Supervisory Positions .....	4101
3.	Contract.....	4110
4.	Certification .....	4111
5.	Probationary Certified Employees .....	4120
6.	Permanent Certified Employees .....	4121
7.	Assignment of Duties.....	4130
8.	Agents/Tutors.....	4131
9.	Student Teachers and Pre-Student Teachers.....	4132
10.	Substitute Teachers .....	4133

- 11. Professional Growth .....4140
- 12. Teacher Training .....4141
- 13. Evaluation of Teachers .....4150
- 14. Reduction in Force Policy for Certificated Staff .....4160
- 15. Leave of Absence.....4170
- 16. Dual Sponsorship of Activities .....4180
- 17. Standards of Ethical and Professional Performance – Certificated Staff .....4190

C. Non-Certificated Employees

- 1. Qualifications of Non-Certificated Employees.....4200
- 2. "At Will" Employees .....4201
- 3. Hiring/Dismissal .....4210
- 4. Contract.....4220
  - Classified Employee’s Employment Agreement..... Regulation 4220A
- 5. Assignment and Transfer .....4230
- 6. Complaint Procedure .....4240
  - Complaint Form
- 7. Bus Drivers .....4250
- 8. Standards of Performance for Non-Certified Employees .....4260
  - Form for Classified Employee Notice of Performance Concerns

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

**Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING

TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.

5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product.

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

**Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING

TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.

5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product.

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

## TABLE OF CONTENTS

	POLICY
1. General Policy Statement.....	6000
2. Scope of Instructional Program .....	6010
3. The Program of Instruction.....	6020
4. School Instructional Hours .....	6110
5. School Day for Students .....	6112
6. Emergencies .....	6114
7. Fire Drills, Emergency Plans .....	6115
8. Emergency Dismissal or Cancellation .....	6116
9. Ceremonies, Observances, and the Pledge of Allegiance.....	6117
10. Safe Schools Policy.....	6120
11. Curriculum Review Cycle.....	6121
12. Objectives of the Instructional Program .....	6200
13. Curriculum - Development and Adoption .....	6210
14. Curriculum - Assessments .....	6211
15. Assessments—Academic Content Standards – Adopt State Standards.....	6212
16. Experimental/Innovative Program .....	6220
17. Curriculum Guides.....	6230
18. Homework.....	6240
19. Purpose of Homework .....	6241
20. Guidance .....	6260
21. Field Trips.....	6270
22. Activities.....	6280
23. Activity Funds Management.....	6281
24. School Colors.....	6282
25. Concussions .....	6283
Return to Learn Protocol.....	6283A
NDE Bridging the Gap February 2014 .....	6283B
NDE Bridging the Gap Appendix February 2014 .....	6283C
26. Initiations, Hazing, Secret Clubs and Outside Organizations.....	6284
27. Student Participation in Athletic Contests Between Schools .....	6285
28. Return to Learn After Cancer .....	6286
29. Dedications and Commencement .....	6290
30. Selection and Review of Instructional and Media Materials .....	6300
31. Textbook Loans .....	6310
32. Parent Requests for Exclusion .....	6320
33. Recognition of Religious Beliefs and Customs .....	6360
34. Acknowledgment of Religious Holidays .....	6361
35. Religion in the Curriculum .....	6362
36. Purpose of Religion in the Curriculum .....	6363
37. Multicultural Education .....	6370
38. Equal Opportunity: Instruction Program .....	6380
39. Controversial Issues .....	6390
40. Controversial Issues in the Classroom.....	6391
41. Parental/Community Involvement in Schools .....	6400
42. Title I Parental and Family Involvement .....	6410
43. Free and Reduced Price Meals.....	6500

44. Special Education Policies and Regulations .....6600

45. Firearm Policy.....6700

46. Computer—Internet Safety and Acceptable Use Policy.....6800

47. Chronic Infectious Disease Practice and Procedure .....6900

48. Dispensing Medications.....6910

49. Student Self-Management of Asthma, Anaphylaxis, and/or Diabetes .....6920

Asthma or Anaphylaxis Medical Management Plan

Diabetes Medical Management Plan

## TABLE OF CONTENTS

	POLICY
1. General Policy Statement.....	6000
2. Scope of Instructional Program .....	6010
3. The Program of Instruction.....	6020
4. School Instructional Hours .....	6110
5. School Day for Students .....	6112
6. Emergencies .....	6114
7. Fire Drills, Emergency Plans .....	6115
8. Emergency Dismissal or Cancellation .....	6116
9. Ceremonies, Observances, and the Pledge of Allegiance.....	6117
10. Safe Schools Policy.....	6120
11. Curriculum Review Cycle.....	6121
12. Objectives of the Instructional Program .....	6200
13. Curriculum - Development and Adoption .....	6210
14. Curriculum - Assessments .....	6211
15. Assessments—Academic Content Standards – Adopt State Standards.....	6212
16. Experimental/Innovative Program .....	6220
17. Curriculum Guides.....	6230
18. Homework.....	6240
19. Purpose of Homework .....	6241
20. Guidance .....	6260
21. Field Trips.....	6270
22. Activities.....	6280
23. Activity Funds Management.....	6281
24. School Colors.....	6282
25. Concussions .....	6283
Return to Learn Protocol.....	6283A
NDE Bridging the Gap February 2014 .....	6283B
NDE Bridging the Gap Appendix February 2014 .....	6283C
26. Initiations, Hazing, Secret Clubs and Outside Organizations.....	6284
27. Student Participation in Athletic Contests Between Schools .....	6285
28. Return to Learn After Cancer .....	6286
29. Dedications and Commencement .....	6290
30. Selection and Review of Instructional and Media Materials .....	6300
31. Textbook Loans .....	6310
32. Parent Requests for Exclusion .....	6320
33. Recognition of Religious Beliefs and Customs .....	6360
34. Acknowledgment of Religious Holidays .....	6361
35. Religion in the Curriculum .....	6362
36. Purpose of Religion in the Curriculum .....	6363
37. Multicultural Education .....	6370
38. Equal Opportunity: Instruction Program .....	6380
39. Controversial Issues .....	6390
40. Controversial Issues in the Classroom.....	6391
41. Parental/Community Involvement in Schools .....	6400
42. Title I Parental and Family Involvement .....	6410
43. Free and Reduced Price Meals.....	6500

44. Special Education Policies and Regulations .....6600

45. Firearm Policy.....6700

46. Computer—Internet Safety and Acceptable Use Policy.....6800

47. Chronic Infectious Disease Practice and Procedure .....6900

48. Dispensing Medications.....6910

49. Student Self-Management of Asthma, Anaphylaxis, and/or Diabetes .....6920

    Asthma or Anaphylaxis Medical Management Plan

    Diabetes Medical Management Plan

[SCHOOL DISTRICT]'S NOTICE OF PREVENTION OF IMPROPER USE OF TAXPAYER  
FUNDS

Pursuant to the Every Student Succeeds Act, 20 U.S.C. § 7933, [School District] hereby posts this display, in a public place, to encourage any taxpayer who observes, detects, or suspects improper use of taxpayer funds can easily report such improper use to:

**Office of Inspector General of the Department of Education**

**Phone: 1-800-MIS-USED**

# EXHIBIT G

## FEE SCHEDULE – Line items marked in Red are required.



**School District Name:** \_\_\_\_\_

SCHOOL DISTRICT PRICING	Description	Pricing
Core Online System Setup	One Time Fee - Waived	\$1,500.00

CHECKING PAYMENTS	ACH Direct Debit – Please place a checkmark next to Option 1 or Option 2	
<input type="checkbox"/>	<b>Option 1: Parent Pay Program</b>	<b>Fee is paid by Parent/Guardian – No Fee to the School</b> Fee is charged for each payment (transaction*) that is made to the school through the e-Funds for Schools system.
<input type="checkbox"/>	<b>Option 2: School Pay Program</b>	<b>Fee is paid by the School</b> Fee is charged for each payment (transaction*) that is made to the school through the e-Funds for Schools system.
*A "Payment" may include multiple students, multiple items, across multiple schools, and can be deposited into multiple bank accounts if desired. (An unlimited number of items can be paid in a single transaction.)		

MISCELLANEOUS ACH DIRECT DEBIT FEES		
Uncollectible Payment	Paid by School – Can be Passed Through to Parent	\$2.50
Insufficient Funds (NSF)	Paid by Parent/Payer	\$15.00
Electronic Receipting	Optional Service – Cash Tracker	\$0.05

CREDIT/DEBIT CARD PAYMENTS	Please Select only <u>one</u> plan	
<input type="checkbox"/>	<b>No Cost Plan</b>	A flat convenience fee of \$2.65 per every \$100 transaction is paid by the parent. The convenience fee is disclosed to the parent for their authorization and then is added to the total payment amount of items being paid to the school.
<input type="checkbox"/>	<b>Shared Cost Plan</b>	An optional risk exposure program will charge the parent a flat fee of \$2.65 for all payments and there is no daily risk limit. However, the school will be charged a processing fee of 2.2% of the total amount on any payments greater than \$100. (Single transaction payment amounts under \$100 will be no costs to the school)
<input type="checkbox"/>	<b>School Choice Plan*</b>	Allows the school district to set their own flat convenience fee to the parent with no daily limits on credit card amounts. A \$1.00 per transaction fee, plus 2.2% processing fee on the total gross payment amounts is charged to the school.
		*Enter Desired Recovery Fee (Only if School Choice Plan is Selected)
<input type="checkbox"/>	<b>Full Pay Plan</b>	Our school district will pay all fees for credit card payments from our parents. The fee is 3.2% of the total gross payment amount plus \$0.20 per transaction.

MISCELLANEOUS CREDIT CARD FEES		
Returned Credit Card Payment		\$35.00
Returned CC Settlement or ADJ		\$25.00
Credit Card Research Fee		\$25.00
Request for Credit Card Copy		\$25.00

**Billing Account to Charge for Processing Fees and Adjustments (REQUIRED)**

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

I have contacted my financial institution and have confirmed that the above bank accounts will accept credits and debits, including payments and adjustments, from e-Funds for Schools and/or Magic-Wrighter, Inc. Initial \_\_\_\_\_

I hereby acknowledge and accept all fees as outlined in Exhibit G of this agreement.

Print Name	Title
Signature	Date

# Elementary Principal Report

## August Board Meeting



### I. Reading and Math Program (R.A.M.P.)

- A. Teacher Reports
  - 1. Mrs. Walla worked with students in grades K-1 and emphasized number sense, equations that make ten, even and odd numbers, and problem solving in Math. Games were played to reinforce math skills, which included Race to 1,000 and math facts bingo. Leveled readers, sight words, and the alphabet were the focus of Reading. Mrs. Walla appreciated working with Mrs. Dozler and getting to know the new students. She also enjoyed trying new activities and seeing the students' faces when a project was accomplished or when they learned a new concept.
  - 2. Mrs. Vandenberg reported that the students in grades 2-3 worked on addition, subtraction, multiplication facts, and word problems in math. Both groups also practiced graphing and plotting. In Reading, students were exposed to stories they will encounter next year. They also focused on reading comprehension, fluency, and sight words. Mrs. Vandenberg felt the students worked hard at attaining new skills they will need for the upcoming year. She also noted that students that took part in R.A.M.P during the summer of 2015 felt more prepared when entering her class last year.
- B. I would like to thank Valerie Vandenberg, Marilyn Walla, Becky Dozler, and Rebecca Matthews for their efforts with R.A.M.P. this summer.

### II. Language Arts Curriculum Development

- A. K-12 Language Arts teachers met on July 18-19 in Dwight to continue work on developing a written curriculum for East Butler. The 19 teachers discussed district expectations at each grade level and documented how the Nebraska State Standards are being addressed. Conversation also centered upon when skills are introduced, reinforced, and mastered.
- B. The curriculum document will be finalized during an upcoming professional learning session, but will need to be reviewed periodically by our staff.

### III. First Day of School for Staff/Students

- A. Teachers report to school on August 8 for professional learning meetings and time to work in their rooms. Students begin school August 11.
- B. Staff will receive training on Edivate, the substitute request software, and NWEA MAP data conducted by ESU7 staff. There will also be a webinar for appropriate staff on the procedures of the math intervention, "Do the Math."
- C. The school improvement team will meet to discuss meeting dates, upcoming workshops, team members, and changes with AdvancED accreditation.
- D. The crisis team will also meet to update the crisis manual, discuss drill dates, and trainings.

### IV. New Staff

- A. Colleen Zajac will be serving as a special education teacher for students in grades 4-6, while also teaching grade 7 reading. This will allow Diane Svoboda more time to work with Title I students at the elementary level.
- B. Diana Christensen will be serving as the special education teacher for students in grades K-3 and as a Title I teacher in Brainard.
- C. Colleen and Diana have both been in this summer and look forward to getting started with their new positions at East Butler.
- D. Kyla Geewe is a paraeducator in Brainard and will be taking a Level I transportation class to assist with driving duties.
- E. Jeffrey Struck will be driving school bus for East Butler in 2016-2017. I look forward to working with him this upcoming year.

### V. Administrator Days

- A. Administrator Days were held in Kearney from July 27-29. I was able to attend sessions dealing with building leadership, AdvancED changes, teacher and principal evaluations, and the Every Student Succeeds Act (ESSA).
- B. Information was also presented regarding Nebraska Loves Public Schools, which promotes stories of public schools. Website: <http://nelovesps.org/>
- C. Mark Scharenbroich, author of *Nice Bike*, was the keynote speaker on Friday and provided an entertaining and excellent message of building relationships.

To: East Butler Public Schools Board of Education  
From: Michael Eldridge, Secondary Principal  
Date: August 10, 2016  
Re: Secondary Principal's Report

**I. Professional Development for Staff**

- a. Staff will start on August 8<sup>th</sup>.
- b. Staff will receive training in a variety of capacities. First on the new sub-finder program, Edivate (Individualized Professional Learning), and how to better use MAP data.
  - a. ESU 7 staff will be conducting the MAP training.

**II. 1<sup>st</sup> Day of School**

- a. First day of school will begin with an assembly in the gym to discuss any changes with the student handbook, and to also lay out expectations for the school year.
- b. As in the past, I feel that it is important to offer an opening message in order to get the students charged and ready for learning. This has been a great way to kick off the school year.

**III. 7th Grade/New Student Orientation**

- a. This was scheduled and took place on Tuesday, August 2nd.
- b. During this time, courses and expectations were discussed with the families.
- c. A building tour was also given.
- d. I was pleased with the overall turnout, we had the majority of the 7th grade class there, but we also had many of the new students coming into the district attend as well.

**IV. Administrator Days**

- a. Mr. Biltoft, Mr. Stecher, and I attended admin days in Kearney on July 27-29th.
  - i. I was able to attend several sessions on evaluations, AdvancED, etc.
  - ii. I would highly recommend checking out [www.nelovesps.org](http://www.nelovesps.org). This organization highlights all the great things that schools across Nebraska are doing.

**V. College Access Grant**

- a. East Butler High School was awarded the college access grant!
- b. Information regarding what this will look like for East Butler, is attached to this report.

**VI. Tiger Time Incentive Program**

- a. Part of my focus this year is to be more purposeful in recognizing student achievement.
- b. Also - I want to motivate our students to strive to do their best. This is why I have created the TTIP.
- c. A description of the program is attached to this report., as well as all the necessary documents that I will utilize.

## College Access Grant

Purpose: The purpose of the college access grant is to increase a school's College-Going Rate (percent of graduates going on to college) by 10 percentage points. Currently East Butler High School's College-Going Rate is 82% and our goal is to increase that to 92%

- East Butler High School has been awarded the College Access Grant. The school will receive \$2,500 per year for the next four years for a total of \$10,000.
- This is fantastic news for East Butler High School. We will be conducting a variety of activities throughout the school year to continue develop a college going culture.
  - Activities
    - Financial Aid Presentation for parents and students - a light dinner will be provided as a way to encourage families to come. ENHANCED
    - Tiger Time Financial Aid videos - NEW
    - Tiger Time Scholarship Fridays - Giving the students the opportunity to complete scholarship applications with assistance from the teaching staff
    - Hosting an Apply 2 College Day. - NEW
    - Parent Meeting during Parent/Teacher Conferences with Refreshments provided.
    - College visits for students in grades 9-12 (2 per year) - UNL, UNO, Wayne State, Northeast CC, CCC, SCC, Doane - NEW
- As part of the application process, East Butler High School had to have a 10% cash match from a business. Frontier Cooperative eagerly accepted my invitation.
- Mrs. Simmerman and I wanted to focus on exposing our students in grades 9-12 to college opportunities. Which is why we will be taking entire classes on trips to some of the state college and universities.
  - We have found that students and parents often do not go on college visits. We want to be able to provide this opportunity to the student.
- These activities carries on the mission that we started last year with John Baylor, creating 4 and 2 year college graduates with minimal debt.
  - We want our students to know that college can be affordable for everyone if they choose to go.

## Tiger Time Incentive Program

Purpose: To offer our students with an incentive to stay off of the down list. Also, to be purposeful in recognizing student achievement throughout the year.

- I. Weekly grade checks will be conducted during Tiger Time, utilizing the form that is provided by the Tiger Time teacher.
  - A. Points will be earned for each A, B, C, D that the student has each week.
  - B. Mr. Eldridge will calculate the scores weekly, following the grade checks.
    1. Students will then be recognized for showing improvement or maintaining, during the morning announcements.
- II. Tiger Time Team standings will be shared with teachers, and be posted throughout the building.
- III. At the conclusion of the Quarter, Mr. Eldridge will host an Academic Pep Rally.
  - A. This pep rally will recognize the following:

All A's on each Quarter Grade checks
All A's and B's on each Quarter Grade Checks
Perfect Attendance
Extra-Curricular Participation
Most Improved on Weekly Grade Checks
Top Tigertime Team for the Quarter

- B. Students will receive a certificate and an award, (candy, concessions voucher, etc.)
- IV. Pep Rallies will take place on the following dates during T. T. (1:30-2:30).

October 20, 2016
January 6, 2016
March 17, 2016
May 12, 2016

## Tiger Time Team Scores Quarter 1 Report Week - August 26th - Practice

Team Number	Tiger Time	Team Average	Team Place	Last Week's Place
Team #1	Team Behne			
Team #2	Team Bongers			
Team #3	Team Christensen			
Team #4	Team Fuehrer			
Team #5	Team Glasshoff			
Team #6	Team Hennessy			
Team #7	Team Jahde			
Team #8	Team Johnson			
Team #9	Team McGrath			
Team #10	Team Nielsen			
Team #11	Team Schulz			
Team #12	Team Widick			
Team #13	Team Wood			

### **Award Winners:**

Academic Team Scores Higher This Week Than Last:

Most Improved Academic Team from December 15, 2015:

Tiger Time Individual Average Scores Higher this Week than Last Week:

Individual Improved Scores by Ten or More Points from \_\_\_\_\_:

Monk Scores (Round Numbers with No Decimal): **Vrbka** 48 and **Schott** 36

Different Numbers But Same Score This Week As Last (Déjà vu):

**All Team Members** Improved This Week:

One Point or More Club (Tiger Time Team Average Improved by One or More Point/s):

The Average Score for All of the Teams This Week: \_\_\_\_\_. Last week's average was \_\_\_\_\_, which is an improvement of \_\_\_\_\_. Last year's score for the corresponding week was \_\_\_\_\_.



# TIGER TIME WEEKLY GRADE CHECKS

Name \_\_\_\_\_

Teacher \_\_\_\_\_

INSTRUCTIONS: Write down the number of A, B, C, D, or F's that you have & multiply by the points possible for each grade.

<u>Aug. 26th: Practice</u>	<u>September 2nd</u>	<u>September 9th</u>	<u>September 16th</u>
# A's _____ x 8= _____	# A's _____ x 8= _____	# A's _____ x 8= _____	# A's _____ x 8= _____
# B's _____ x 6= _____	# B's _____ x 6= _____	# B's _____ x 6= _____	# B's _____ x 6= _____
# C's _____ x 4= _____	# C's _____ x 4= _____	# C's _____ x 4= _____	# C's _____ x 4= _____
# D's _____ x 2= _____	# D's _____ x 2= _____	# D's _____ x 2= _____	# D's _____ x 2= _____
# F's _____ x 0= _____	# F's _____ x 0= _____	# F's _____ x 0= _____	# F's _____ x 0= _____
Total _____	Total _____	Total _____	Total _____
<u>September 23rd</u>	<u>September 30th</u>	<u>October 7th</u>	<u>October 21st - Use Final 1st Quarter Grades</u>
# A's _____ x 8= _____	# A's _____ x 8= _____	# A's _____ x 8= _____	# A's _____ x 8= _____
# B's _____ x 6= _____	# B's _____ x 6= _____	# B's _____ x 6= _____	# B's _____ x 6= _____
# C's _____ x 4= _____	# C's _____ x 4= _____	# C's _____ x 4= _____	# C's _____ x 4= _____
# D's _____ x 2= _____	# D's _____ x 2= _____	# D's _____ x 2= _____	# D's _____ x 2= _____
# F's _____ x 0= _____	# F's _____ x 0= _____	# F's _____ x 0= _____	# F's _____ x 0= _____
Total _____	Total _____	Total _____	Total _____

**1st Quarter Recognition:**  
 Did you have perfect attendance: YES NO  
 Did you participate in any extracurricular activity/student clubs this quarter: YES NO

PLEASE CHECK FROM THE LIST BELOW IF YOU PARTICIPATED THIS PAST QUARTER:

Athletics	✓	Fine Arts	✓	Student Organizations	✓
Football		Band		FBLA	
Cross Country		Chorus		FCCLA	
Softball		Speech		FFA	
Volleyball		One Act		Letterclub	
Fall Cheerleading		Dance Team		National Honors Society	
Winter Cheerleading				Quiz Bowl	
Spiritleading				Student Council	
Basketball				Yearbook	
Wrestling					
Track & Field					

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

*Certificate of Achievement*

**Most Improved on  
Weekly Grade Checks**

**Student Name**

Fall 2016

**Tiger Time**  
**Keep up the Good Work!**



**East Butler Jr/Sr High School**

*Certificate of Achievement*

**Perfect Attendance  
Quarter 1**

Student Name

Fall 2016

**Tiger Time  
Keep up the Good Work!**



**East Butler Jr/Sr High School**

*Certificate of Achievement*

**Extra-Curricular  
Participation**

Student Name

Fall 2016

**Tiger Time**  
**Keep up the Good Work!**



**East Butler Jr/Sr High School**

*Certificate of Achievement*

**All A's on Quarter 1  
Grade Check**

**Student Name**

Fall 2016

**Tiger Time**  
**Keep up the Good Work!**



**East Butler Jr/Sr High School**

*Certificate of Achievement*

**All A's and B's on  
Quarter 1 Grade Check**

**Student Name**

Fall 2016

**Tiger Time  
Keep up the Good Work!**



**East Butler Jr/Sr High School**