

Board of Education Regular Meeting
Monday, October 16, 2023 7:00 PM
District Office Board Room
401 South Pine Street
Valley, NE 68064-0378

1. Call to Order	
2. Public Communications and Correspondence	3
3. Approval of Agenda	
4. Administrative Reports	5
4.1. Superintendent's Report	31
4.2. Financial Report	33
5. Consent Agenda	
5.1. Approve Minutes	40
5.2. Approve Claims for Payment	
5.3. Approve Financial Report	
5.4. Approve Classified Staff	
6. Old Business	
6.1. Building and Grounds Update	
7. New Business	
7.1. Discuss, Consider, and Take All Necessary Action with Regard to Possible Approval and Authorization to Execute a Real Estate Purchase Agreement	44
7.2. Discuss, Consider, and Take All Necessary Action to Enter into a Lease Agreement with the Nebraska Educational Building Association (NEBA)	47
7.3. Discuss Community Engagement Session, October 30, 2023, 6:30 p.m.	

7.4. 2nd Reading of Policy Updates for 2023	102
7.5. Recognize the Douglas County West Education Association as the Exclusive Bargaining Agent for 2025-2026	152
7.6. Adoption of Option Enrollment Resolution Per Policy 5006	153
8. Executive Session	
8.1. Reconvene to Regular Session	
9. Adjournment	

Board of Education

Jamie Jorgensen

Bill Koile

Dr. Kelly Hinrichs

Elizabeth Mayer

Luke Janke

Jim Tomanek

Dr. Melissa Poloncic, Superintendent

Kristi Trost, Board Secretary

This pamphlet has been developed to help the general public attending a meeting of the Board of Education to understand the internal operation of the Board. It is hoped that this pamphlet will foster improved relations between the Board and the citizens it serves.

Meetings of the Board

When

- The Board of Education convenes once each month on the second Monday except in the months that have five Mondays. In months with five Mondays, the Board convenes on the third Monday of the month. Holidays and unexpected conflicts may create exceptions to this practice.
- The Board of Education will convene in special session whenever it is deemed necessary for the efficient operation of the school district.
- Board of Education meetings are called to order at 7:00 p.m. unless another time is stipulated.

Where

- Regular and special meetings of the Board of Education will be held in the Board Room on the Valley Campus at 401 S. Pine St., in Valley, unless another location is specifically identified.
- Whenever public participation dictates the need for a larger meeting room, the Board will convene in the High School library.

Notice of Meetings

- Official notice of the time and place of the regular board meetings are posted on the doors of the schools, banks in Valley and Waterloo, Valley City Hall and Waterloo Post Office.
- Notice of special meetings will be posted at least 24 hours in advance. Hearings will be published in the Douglas County Post-Gazette.

Business of the Board

Agendas

- Agendas for the regular meeting on the second Monday of the month will be prepared in advance and kept current and available in the superintendent's office. Business items of an emergency nature may be placed on the agenda by a majority vote of the Board of Education.
- Parents, employees and patrons may request items placed before the Board of Education for consideration by contacting the Superintendent at least three business days in advance of a regular meeting.

Public Participation

- The Board of Education invites you to offer comments during the Public Communication and Correspondence portion of the meeting. Public requesting to offer comments during the Public Communication portion of the meeting shall make a request to speak or complete the sign-in information sheet at the meeting. The individual is asked to state the purpose and general nature of his or her appearance before the Board. The Board President shall indicate to the individual how much time the Board will allot the individual. Speakers normally will be given five minutes with a maximum of 20 minutes set aside for such communications.
- Members of the public requesting to speak to an item considered New or Old Business on the Agenda will request time during the Public Communications portion of the meeting. Unless the comments are related to an agenda item no action will be taken by the Board. Questions or requests of the Board by the public will be taken under consideration. The Board will direct the Superintendent, or the Superintendent's designee, to respond in writing to any public

question or request brought before the Board. Equal time shall be allotted to individuals speaking for and against a proposal when opposing points of view are represented at the board meeting.

- The Board invites you to share any information you may have or address any question to any Board member or the Superintendent regarding new business in the week prior to the next meeting.
- If, at any Board meeting, any person shall conduct himself or herself in a disorderly manner and after notice of the president or the person presiding shall persist therein, the president or person presiding may ask the person to leave and if the person refuses, the president or presiding officer may order any law enforcement officer or any other person or persons to take him or her into custody until the meeting is adjourned.
- Meetings may be recorded. Recording must be done so as not to disrupt the meeting.
- Meetings of the Board of Education shall be conducted in compliance with appropriate policy, state statutes and open meeting laws.

Mission Statement

DC West Community Schools engages, prepares, and empowers all of our students for the future.



DC WEST
COMMUNITY SCHOOLS

www.dccwest.org

Board Meeting Procedures

“Engage, Prepare, and Empower”

The Douglas County West Community Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Superintendent of Schools, 401 S. Pine St., Valley, Nebraska 68064 (402-359-2583).

Employees and Others: Superintendent of Schools, 401 S. Pine St., Valley, Nebraska 68064 (402-359-2583).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Dept. of Education (OCR), please contact OCR at 8930 Ward Pkwy, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice) or (877) 521-2172 (telecommunications device for the deaf) or ocr.kansascity@ed.gov.

**Douglas County West
Community Schools
P.O. Box 378
401 S. Pine St.
Valley, Nebraska 68064**

**DC West Elementary School:
October 2023 Board Report
Dr. Jeffrey Kerns**

Fun Run 2023-2024

Carmen Imm and the PTSA shared that the Fun Run 2023-2024 fund raising event brought in over \$50,000 dollars! Thank you to the PTSA members for all of your hard work behind the scenes! I also wanted to say thank you to our sponsors for ensuring that each and every student and staff member received an awesome DC West Elementary shirt! Our students had a great time participating and we had outstanding parental and family support as our Falcons flew around the course!



Monthly Communication to our Families:

Hola Falcon Families,

I wanted to thank our families and community for the overwhelming generosity and support of this year's Fun Run. It was so much fun to spend this time with our kids and to have the families and friends in attendance cheering them on. On behalf of our entire staff I wanted to express our sincere gratitude and appreciation.

We have had a great start to the 2023-2024 school year. We have successfully implemented Morning Meetings into our daily routines. We will continue to implement various Responsive Classroom components and strategies in our classrooms over the next few years. The Responsive Classroom approach offers practical strategies for teaching, rather than formulas telling teachers what they must do in the classroom. Teachers adapt the strategies as needed to address their students' needs, so things may look a bit different in each classroom. But you'll usually see and hear teachers:

- Leading a daily Morning Meeting, these routines set a positive tone and build a sense of community and belonging while giving students practice in key academic and social skills.

- Teaching students the specific skills they need to participate successfully, from how to respond to a signal for quiet to how to respectfully disagree with a classmate.

-Treating mistakes in a positive way. Teachers see mistakes (in academics and in behavior) as important steps in learning. They encourage students to learn from their mistakes and "try again." They offer support and reteach as needed. At the same time, teachers provide clear expectations for behavior and stop misbehavior quickly so that students can focus on learning.

-Using positive language. Teachers choose words and tone that encourage students to work hard, enjoy learning, and persist through difficulties.

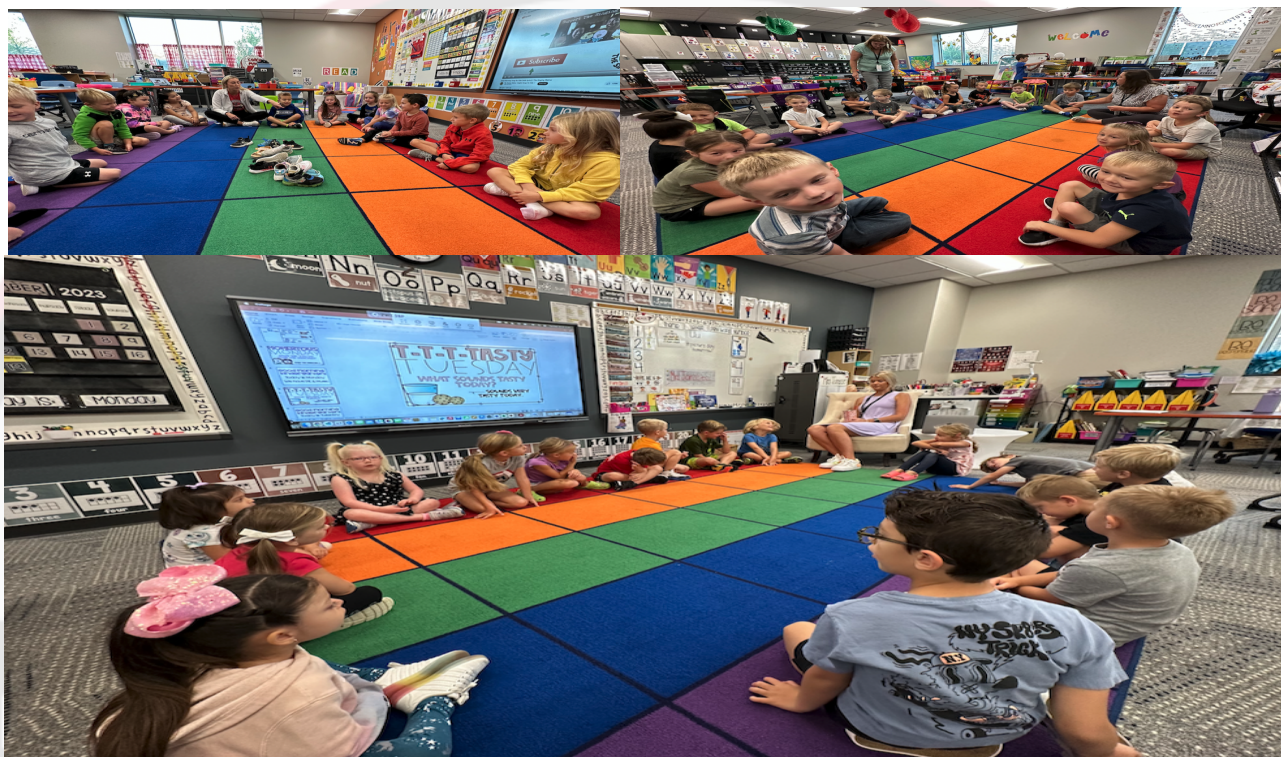
-Teaching in ways that build excitement about learning. Teachers give students some choices in their learning. They also plan active lessons (ones that get students up and moving) and interactive lessons (ones that encourage students to share their information, ideas, and questions).

-Giving students opportunities to reflect on their learning. Teachers ask students to think about what they've learned, both individually and as a group, because doing so helps students learn more and builds community.

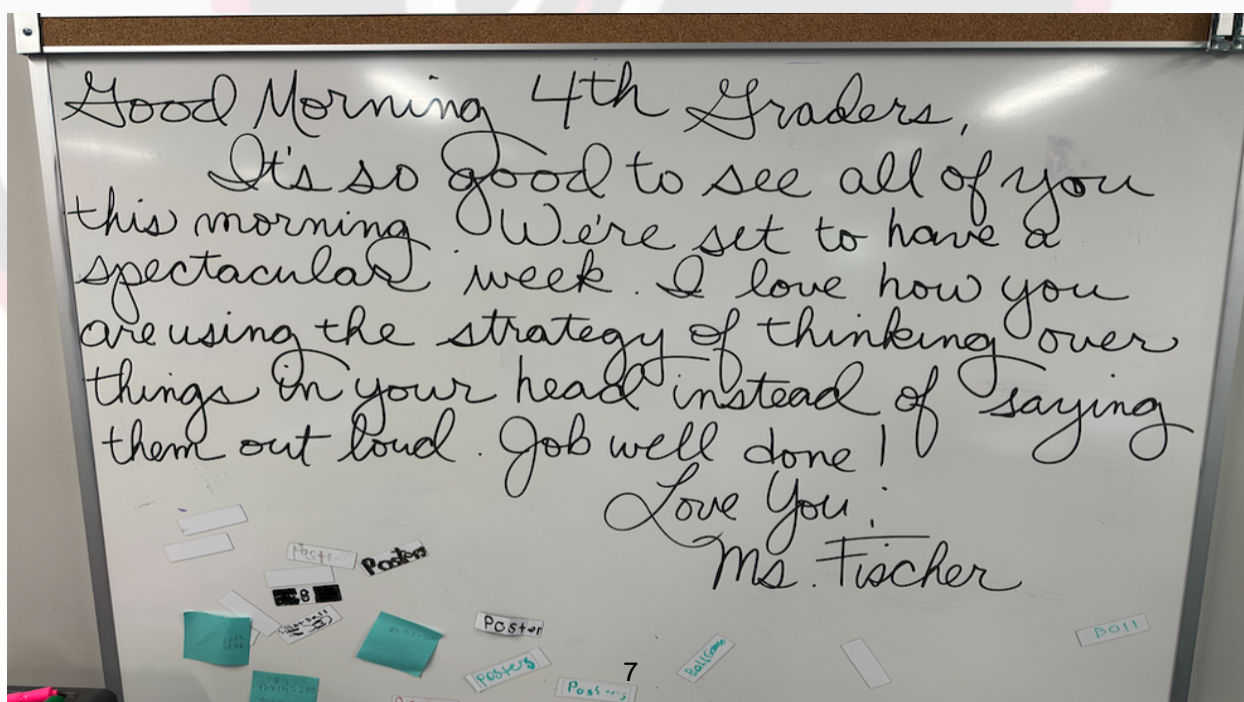
-Reaching out to parents. Teachers communicate often with parents and welcome them as partners in their child's education.

Dr. Jeffrey Kerns

Morning Meetings: I was able to participate in kindergarten's Morning Meetings this month.



Morning Meeting Message Example:



Assisting our Community and Partners:

COPE is an agency we partner with for many services. COPE provides our backpacks each fall, works with us for the drive through pantry each month, has a weekly food bank and clothing for western Douglas County, a Christmas event, and provides rental assistance to families in western Douglas County. Many of our families depend on their services.

Their food shelves were bare. We did an emergency food drive on Sept 25-28. Items donated needed to be shelf stable foods such as: pasta, pasta sauce, pancake mix and syrup, peanut butter and jelly, soup, mac and cheese, canned fruit, or canned protein. Thank you to Dr. Acklie for spearheading the drive and to the MS/HS for having students donate items as well. Thank you to the MS students who helped move items to be delivered. We appreciate your muscles!



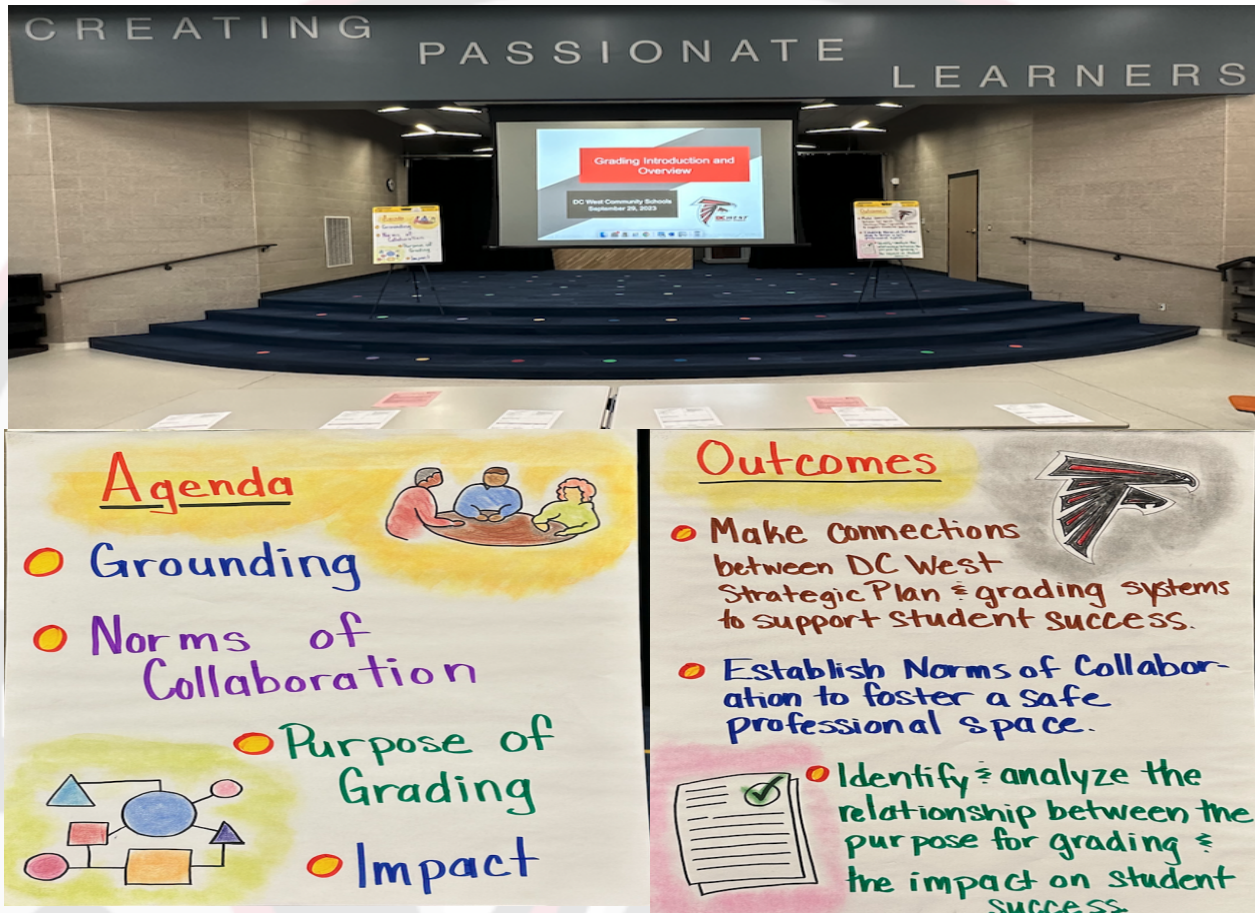
Community Mobile Food Pantry

DC West Elementary/Foodbank For the Heartland served over 115 families at September's mobile food pantry. Typically the mobile food pantry is held rain or shine on the 2nd Wednesday of every month at DC West Elementary.

Preschool Playgroup Community Partnership:

DC West Elementary collaborated with the Valley Public Library to host a Preschool Playgroup on September 22nd. The program featured Storytime, Playtime Stations, Art Activities, and Movement Activities. The event was open for Waterloo/Valley residents who have students aged Birth-4. The next events will take place from 10:00 - 11:30 on October 27, November 17, and December 15th.

We had an outstanding professional learning opportunities and discussions on September 29th.



Thank you to the DC West Foundation for providing breakfast for our staff on September 29th. .



Title 1 Reading:

This month we hosted a Title I reading night with our families. We were pleased to have both the Waterloo and Valley Public librarians in attendance. Students also had the opportunity to receive free books and school supplies for attending.

Jessica Seng and Rosie Krauel shared the following information with our families:

- What Title I instruction looks like.
- How students qualify for Title I.
- Evaluation beyond MAP scores, what diagnostic tools are utilized, and how the information is interpreted.
- Shared the importance of Home and School partnerships.
- Literacy strategies that can be utilized at home.
- Question and Answers with the families in attendance.

Homecoming Festivities:

Elementary Students participated in the Homecoming Pep Rally, Coordination, spirit week activities, and the parade.



September 11th

We paused to pay tribute to the victims and honor the survivors of the September 11, 2001 attacks on our country. During this moment of tribute and silence, we paid our respect to the men and women who led the rescue and recovery efforts.



I was grateful to be selected as one of the Royal Readers in Mrs. Subberts Classroom:



Midland University, Walker School of Education:

I wanted to thank the Preschool staff for hosting students from Midland University in our preschool classrooms. Their professor reached out to me with the following message after their visit:

Dr. Kerns,

I wanted to reach out and thank you again for sharing your wonderful school with myself and my student's. Each classroom was so engaging, filled with wonderful examples of student's 'at work,' learning and playing; I am 100% sure my student's had as much fun interacting as yours did. We truly appreciate this opportunity and again. Thank you again and I hope you have a wonderful rest of the week!

Ms. Ellen Gardner

Walker School of Education



College of St. Mary, Department of Education:

Students who are currently enrolled in a Children's Literacy class at the College of St. Mary stopped in to DC West Elementary for a tour of our facilities. This class took quite a few reading materials/books with them back to College of St. Mary, where they will create engaging activities for students and families to accompany the borrowed materials. The students will be back in October to read to our preschoolers and to distribute the resources they created.

Preschool celebrated a well attended Grand-Friends Day



October Board Report

The air has turned cooler and the post season of athletics will soon be here. I am not going to write much here because I do believe in the old superstition that if you talk about it, you will jinx yourself. Stay tuned to Falcon Nation for what is to come and keep cheering our Falcons on!

The DC West One Act and Speech team have started up their season under the watchful eye of Sherry Dill. This year they are doing a version of "The Tale Tell Heart" by Edgar Alan Poe. This seems like an appropriate theme for the time of year we are entering. Sherry has about 25 students in both One Act and Speech. She is assisted this year by Kristi Eggen. With new coaches comes a new approach but, I know these coaches will work hard to help the students get the accolades they deserve.

If you have been to any event lately, you will see Falco bouncing around. Mitchell Lopeman is the man in the large inflatable suit and he does a great job being our mascot. Mitchell also has been working to get other students into the mascot profession and he has had some interest. Please say "Hi" to Falco when you see him and who knows, it could be Mitchell in there or it could be someone else.

This year DC West will play the host for the Nebraska Capitol Conference Choral Clinic. This means that on November 6th, there will be around 200 extra students around working with a Vocal Clinician. That night, each of the schools will perform one vocal music piece and then all of the students will sing a few songs together. It will be an amazing day to display not only the talent of our vocal music program but our amazing facility. If you have the date open, I strongly suggest you stop by.

Last shout out of the month goes to Liz Guinn and the band. The high school band has worked hard to do halftime performances at several of the last football games. The students are outside practicing every morning and no matter how wet their feet get, they keep getting better every week. Their halftime performance includes pieces of *The Pink Panther*. Last week it our very own SRO Deputy Brown who got arrested for stealing the diamond. He almost got away too....

Nathan Ter Beest
Assistant Principal/Activities Director



Douglas County West
Middle School Board Report October 2023
Mr. Jeremy Travis

Enrollment as of 10/10/23

6th-82

7th-69

8th-95

Total DC West Middle School (246)

Well, we are almost through the 1st quarter here at DC West. It has been a very rewarding quarter in and out of the classroom for our students and staff. The functionality of our new building is tremendous for what we are trying to accomplish on a daily basis and we appreciate that. I think we have a great school that is full of opportunities to learn and grow and I think our students and staff really enjoy being a part of it!

For 1st Quarter Falcon Rewards, our students will be going in grade level shifts Ice Skating at Sidner Ice in Fremont. The students that have no failing grades, no written principal office referrals, and no missing assignments will be allowed to attend. The goal is for our students to give us our best efforts as a student on a daily basis and do things The Falcon Way. We have a high percentage of our students that will be participating and looking forward to a fun day.

Our MS Fall Sports are beginning to wrap up their seasons. We have had good participation and a lot of successes. Our cross country team gave it their all every time they stepped on the course for us and showed continued improvement throughout the season, our volleyball team progressed throughout the season and was very competitive with some big wins, our unified

soccer team has had a great experience and continues to love being out there on the field together, and our football team finished (5-1) overall and played some really good football throughout the season. More importantly, we stayed fairly healthy as well as very coachable with our teams. It's really exciting to watch our student athletes look forward to representing our school on Game Days!

We have developed a team of staff members at the Middle School Level (Mr. Travis, Dr. Marten, Miss Richards, and Mrs. Phillips) to attend the MOEC Attendance Improvement Cohort at UNO. The focus of this cohort is to bring together school teams from multiple districts to work together to improve school attendance in their own building, with the goal of decreasing the chronic absence rate in the metro. A student is considered chronically absent if they are absent 10% or more of the school year (approximately 18 absences). Throughout the school year, we are able to collaborate with other school districts and see what might be useful and work for us at DC West. I know that we will continue to build upon those positive student relationships, enhancing our Pride time with our students, focusing on The Falcon Way as a school, rewarding students for Awesome Attendance, trying to get students involved in activities at school beyond the classroom, and involving the parents on the importance of student attendance and being here every day. We're looking forward to learning and growing in this area.



September MS Students of the Month

Congratulations to our September MS Students of the Month. 6th grade: Grant Hummel and Delaney Steiner. 7th grade: Drake Thiessen and Mya Hothan. 8th grade: Jack Steinbach and Peyton Casper. Those students exemplified The Falcon Way.



September MS Staff Members of the Month

Congratulations to Ms. Desi Samson-Reading Interventionist, Kristen Phillips-School Psychologist, and LeAnn Siekman-8th Grade Science Teacher for exemplifying The Falcon Way and being selected as our September Staff Members of the Month!



Our Grade Level Teams have continued to do some Data Analysis from our Fall MAP Testing of our students to drive our **MTSS** class periods on a daily basis. We are able to dissect the student's data and provide instruction for our off-track (intervention), at-risk (extension), on grade level (enhancement), and HAL (enrichment) students in ELA/Reading and Math. Our 6th, 7th, and 8th Grade Teams are really making the most out of this time to continue to move our students forward in their learning.



Jack Steinbach (8th Grade) recently participated in the **All Class Middle School State Cross Country Meet** in Papillion. Jack was able to medal as he finished 21st out of 310 boys runners overall. We're really proud of Jack and his efforts representing the Falcons this season!

We will continue to develop what **The Falcon Way** looks like at our Middle School. We will continue to focus on Falcons being Safe, Responsible, Respectful, Engaged, and Inclusive for us! We will continue to have daily, weekly, monthly, and quarterly student incentives for our students throughout the school year.



Deputy Brown-School Resource Office (SRO) Update:

We are going to be sad to see Deputy Brown move on at the end of the semester but we are going to wish him and his family the best of luck in the future.

We are determined to continue to provide a safe and positive learning environment for all students and staff. Please feel free to contact me if you have any questions, if you want to see how things are going throughout the day, or if you have any concerns. I'm proud of what we do and who we are! Go Falcons!

Jeremy Travis, M.A.

Middle School Principal/MS AD (6-8)



DC WEST

Community Schools

Engage, Prepare, and Empower

School Phone: **402.779.2646**

Fax Number: **402.779.2534**

"Kids don't care how much you know until they know how much you care"

#TheFalconWay #FalconStrong #DCWestROCKS #BeFALCONKind #dcwestpride

EST

2005

COMMUNITY SCHOOLS

Middle School
Yearbook Purchasing
Information Coming
Soon!

DC West Middle School **October**

Mr. Jeremy Travis, Middle School Principal www.dcwest.org



PRIDE is an academic advisory program that meets daily for 10 minutes. It is then followed up by a 20 minute guided study hall or academic support to improve our student's homework completion and overall academic status. Here are the daily focuses for our staff and students:

Monday's: Grades Check

Tuesday's: The Falcon Way (5 Pillars) – Character Building

Wednesday's: Wellness Wednesday

Thursday's: Watch a Video with Talking Points – Character Building

Friday's: Grades Check

Socketober

Our DC West H.O.S.A. (Health Occupation Students of America) is running a district wide community service project. They are collecting New Socks in all Pride's to donate to families in need for the whole month of October. Your help is always greatly appreciated.

September Middle School Students of the Month



Left to Right: 6th grade: Grant Hummel and Delaney Steiner. 7th grade: Drake Thiessen and Mya Hothan. 8th grade: Jack Steinbach and Peyton Casper.

ATTENDANCE MATTERS

Missing a day of school here and there may not seem like much, but absences add up!

When a student misses **2** days a month..

They will miss **20 DAYS** a year.

They will miss **30 HOURS** of math over the school year.

They will miss **60 HOURS** of reading & writing over the school year.

They will miss over **1 YEAR** of school by graduation.

When a student misses **4** days a month..

They will miss **40 DAYS** a year.

They will miss **60 HOURS** of math over the school year.

They will miss **120 HOURS** of reading & writing over the school year.

They will miss over **2 YEARS** of school by graduation.

Our Fall Middle School Activities are winding down and coming to an end in Cross Country, Football, Volleyball, and Unified Soccer. We want to Thank our students, coaches, and families for their commitment to represent DC West Middle School The Falcon Way.

Upcoming MS Activities.....

- 10/2 MS Volleyball @ Yutan (C, B, A) at 4:30
- 10/3 MS Volleyball @ Platteview (A, B, C) at 4:00
MS Football vs Louisville at 5:00
- 10/5 MS Unified Soccer @ LaVista Multi-Plex 4:30
- 10/10 MS Volleyball vs Louisville (C, B, A) at 4:00
MS Football @ Yutan at 5:00
- 10/16 1st Qtr. Falcon Rewards – Ice Skating
- 10/17 8th Grade Field Trip – Capitol Tour & History Neb. Tour
- 10/20 No School
- 10/23 No School
- 10/31 Halloween

September Middle School Staff of the Month



Ms. Desi Samson-Reading Interventionist, Mrs. Kristen Phillips-School Psychologist, and Mrs. LeAnn Siekman-8th Grade Science.

Attendance Matters

A student is considered to have chronic absenteeism if they miss 10% or more of the school year (approximately 17-18 school days). This also has a negative impact on a schools student attendance

AQuESTT rating that are given to all schools in the state of Nebraska. A

reminder that we will have our

Awesome Attendance Raffle at the end of each quarter for students that have 2 absences or less for the quarter. We will draw 2 names from each grade level that get to choose from a large pizza, a dozen donuts, a large blizzard, or a fast food meal of their choice.

Fall Parent Teacher Conferences

In-Person Conferences:

Wednesday, October 18th

(3:45-7:45)

and

Thursday, October 19th

(12:30-8:00)

- Math, ELA, Science, Social Studies, Special Education, Art, Band, Choir, and Theatre will meet in their Middle School Classrooms.
- Physical Education, Health, and Computers will meet outside the Main Gym.
- STEM, Careers, Media Research, and Digital Citizenship will meet in the Middle School.
- Strength & Conditioning, FCS, Spanish, and French will meet in the High School Cafeteria.

We look forward to seeing all that are able to attend and we greatly appreciate the partnership in your student's education!

#YouMatter

Middle School Unified Soccer 2023



Middle School Football 2023



Middle School Volleyball 2023



Middle School Cross Country 2023



COOL HISTORY FACT:

DC West Community Schools is beginning our 19th year as a merged School District!

October 2023 Special Education Report

Hello! I wanted to take time this month to share my annual goals with you. While I am very proud of all that we have accomplished in the special education department over the past few years, I truly believe there is always room for improvement, even when you're already performing at a high level. I hope these goals will guide my work and the work of our department as we continually strive to improve.

Director of Special Education 2023-24 Goals:

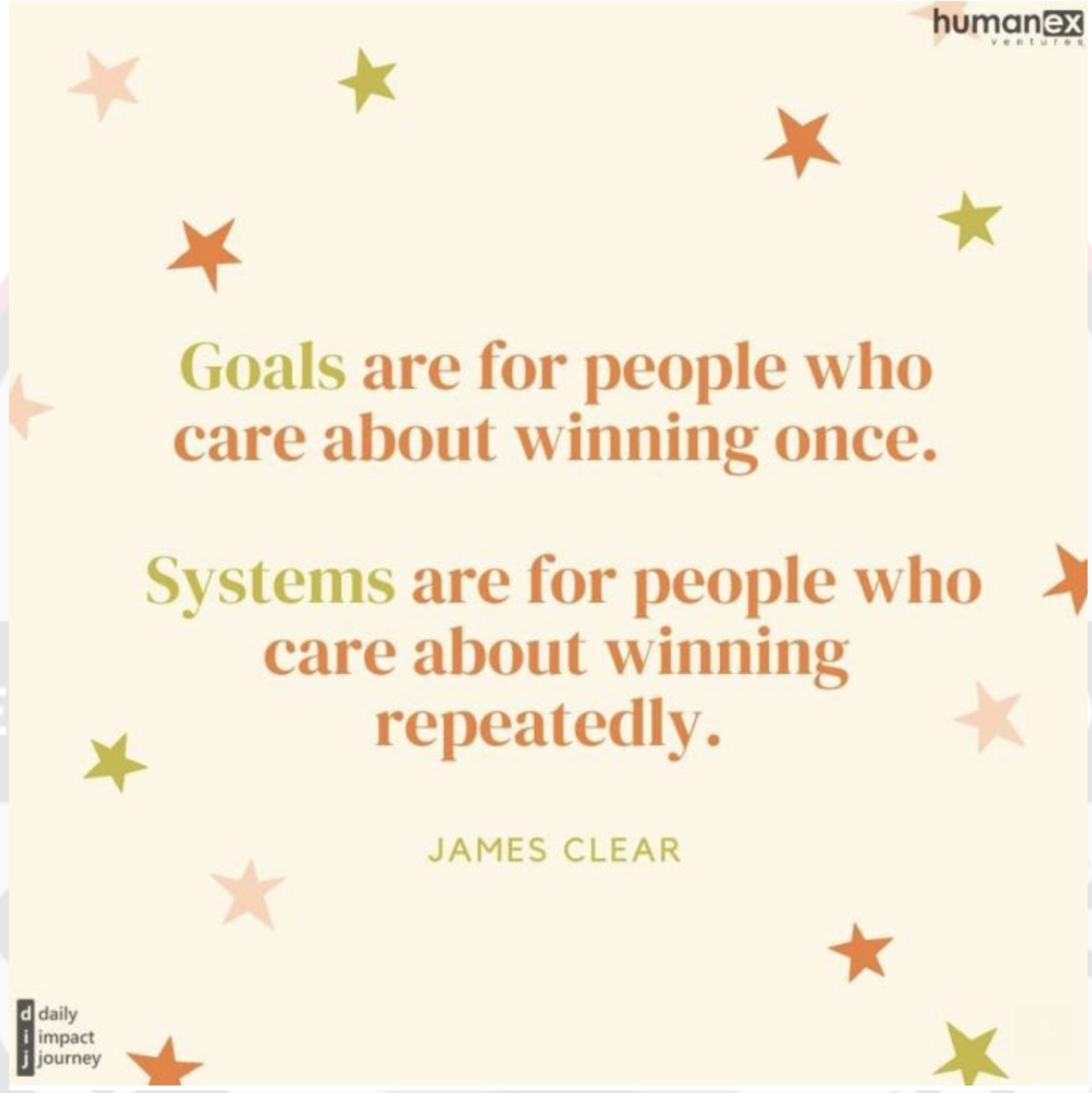
1. **Special Education Programming:** Our programming focus for this year will be on planning and developing a High Schools Life Skills Program for students who need alternate curriculum programming focusing on vocational and independent living skills. I will work with the high school special education staff and building/district administration to identify space, materials, curriculum, course offerings, and staffing needs in order to implement a program for the 2024-25 school year when we will have a cohort of students who need alternate programming entering high school.
2. **Improve special education student outcomes through improved programming and IEP development.** Our goal is to move out of ATSI (Additional Targeted Supports and Interventions) designation at the middle school level. This designation was assigned based on our middle school special education subgroup showing wide gaps between their performance on state assessments the performance of students without IEPs. Another indicator for this goal is maintaining our "Meets Requirements" status for our special education program on Nebraska Child Counts data. We are currently one of 54 districts achieving the Meets Requirements status out of 249 Nebraska districts, so we want to maintain this. We will achieve this through:
 - a. Intentional focus on improving IEP writing.
 - b. Analysis of special education student data to inform instruction and decision-making.
 - c. Continued professional development in best practices toward building an inclusive general education environment that supports all learners' needs.
 - d. Focusing on student engagement as our primary evidence-based practice and supporting engagement through strong instruction and strong core/Tier 1 social-emotional-behavioral and mental health supports.
3. **MTSS Strategic Plan Performance Indicator 1.1c: Develop a consistent process across all buildings for implementation in the various tiers.** My goal is to work with our District

MTSS team to develop a written process for how students will move from tier to tier within our MTSS and what the expectations are for team members, data collection and documentation, and parent involvement at each level that is consistent across buildings.

4. Social and Emotional Behavior Supports Strategic Plan Performance Indicators 2.2(b) and 2.2(c)

- a. My goal is to lead district mental health initiatives by leading the District Mental Health Team this year. Our focus will be on Tier 1 Universal/Preventative Supports for the 2023-24 school year. I will work collaboratively with Director of Learning to develop a plan for piloting SEBL curriculum as well as a plan for collecting and utilizing data to determine if our initiatives are working and to help identify students who may need more support for behavioral health.
 - i. One strategy related to this goal is to refine and update our Post-Crisis Response Plan as part of our Emergency Operations Plan, including taking a team to Psychological First Aid training this year.
 - ii. Another strategy related to this goal is to develop a system for documenting and collecting office disciplinary referrals and attendance data that is consistent across buildings.

Thank you for support as we work to achieve our goals this year. You will notice that many of my goals relate to improving systems in special education, MTSS, and mental health. I saw a quote yesterday that really resonated with me (see below). I definitely believe that my job as a district leader is to help develop systems that transcend me personally or my department individually. My hope is that as we continue to build and refine our systems, we will continually evolve in order to best serve the ever-changing needs and population of our students, as they are our number one priority and value.



Respectfully Submitted,

Nicki Pechous, Ed.S.
Director of Special Education

Jim Knott
High School Principal

Board Report
October 16, 2023

As we move towards mid-October, several important things are happening or are coming up at Douglas County West High School. High school parent-teacher conferences will be held on October 18th and 19th. Our attendance over the last several years has been around 100 parents/guardians over the two-day period. This year, the Wednesday conferences will be from 3:45-7:45 while the Thursday conferences will be held from 12:30-8:00. Core subject area teachers will be located in the library while elective teachers will be in the commons and cafeteria.

On Wednesday, October 18th, we will hold our fall standardized testing day for high school students (the testing schedule is attached on page two of this report). Seniors will have the day off while all 9th, 10th, and 11th graders will take the Pre-ACT. We started using this testing format two years ago with the idea of giving students more ACT practice before taking the actual ACT in the spring of their junior year. High School Counselor Ron Michael stated, "We are going on year three of this testing format and are hopeful that the extra ACT practice benefits the students before taking the National ACT during their junior year. After taking the PreACT, the teaching staff will analyze the results in order to provide extra practice in low performance areas." Like the nationally recognized ACT, the Pre-ACT provides tests in the areas of math, science, reading, and writing. However, the Pre-ACT tests are shorter in length and the results are only given to the students, parents, and staff members of DC West High School.

On Wednesday, October 11, we held our second Faculty Senate meeting. This representative group is made up one teacher from each subject area, high school administration, and the high school counselor. Members each serve two-year terms. Current members are Kim Remmick (social studies), Lindsey Boardman (science), Adam Loftis (PE, health, chorus, band), Dalton Tremayne (math), Lisa Leonard (art, industrial tech, business, STEM), Trey Baker (language arts, world languages), Randy Donner (special education), Sandi Kerkhoff (library, ELL, technology), Ron Michael (counselor), and Jim Knott (administration). The mission of the Faculty Senate is to discuss and work on topics to improve the high school building culture and overall opportunities for students. The group decided that the first topic they would work on this year is teacher morale and retention strategies. Some specific strategies discussed are listed below.

- "You Matter Mondays" where teachers can wear specially designed DC West T-shirts or sweatshirts with Jeans on Mondays.
- Creation of "Favorite Teacher Recognition Night" for each winter sport.
- Teacher Tailgate Competition at one winter sporting event.
- Multi-building chili cookoff in December.

October 18th PreACT

Seniors-Day Off/Great time for final College Visits or Job Shadow

Staff Arrival 7:30 in the HS library/Pick up Tests *(you may leave 15 min. early at the end of day, due to early arrival.)*

Student Check in from 7:45-7:55 in their testing rooms

Doors close at testing sites, 8:00 – Non Test directions begin

Non test information wil start at 8:00 and should be finished before 9:00

- ❖ Test 1 English (30 minutes) approx. 9:00-9:30
- ❖ Test 2 Math (40 minutes) approx. 9:35-10:15
- ❖ Break (15 minute) approx. 10:15-10:30
- ❖ Test 3 Reading (30 minutes) approx. 10:35-11:05
- ❖ Test 4 Science (30 minutes) approx. 11:10-11:40
- ❖ **Grades 9-11 will stay in Testing Rooms and collect test materials until 6th**

Period/First Lunch Starts

Lunch/6th,7th & 8th periods are normal

<u>Keystone</u>	<u>Supervisor</u>	<u>Grade</u>	<u>Room</u>
Baker	Baker	10	Baker
Benson	Benson/Knobbe	10	Daigle
Boardman	Boardman	10	Boardman
Brockhaus	Brockhaus	11	Brockhaus
Cooper	Cooper	9	Cooper
Daehling	Daehling	10	Daehling
Dailey	Dailey	11	Dailey
Donner	Donner	11	Donner
Eggen	Eggen	9	Eggen
Hansen	Hansen	9	Hansen
Henderson	Henderson	9	Henderson
Hyatt	Hyatt	9	Hyatt
Leonard	Leonard	11	Leonard
Lindahl	Lindahl/Caldwell	11	Lindahl
Loewe	Loewe	9	Caldwell
Loftis	Loftis/Cox 4 th	11	Cox
Remmick	Remmick	10	Remmick
Sims	Sims	9	Wiemer
Thomas	Thomas/Troy 4 th	11	Troy
Tremayne	Tremayne	10	Tremayne

Test Helpers: Caldwell, Cox, Knobbe, Pralle, Troy & Wiemer



DC West Community Schools
Board Report October 2023
Dr. Dawn Marten - Director of Learning

Professional Learning

On Friday, September 29, all teachers and principals participated in the District Professional Learning Day. Several areas of focus occurred all aligning to the District Strategic Plan activated initiatives. Donuts were also graciously provided by the DC West Foundation. Areas that teachers expanded their knowledge about were:

- Grading Practices delivered by myself and ESU3 Educational Consultants. Alignment to Strategy 1.3 Research, study, and consider the current grading system(s) used in DC West Community Schools.
 - 1.3(b) Define the criteria to measure an effective and measurable grading system to support student success.
- K-12 Math Curriculum Q & A session with Envisions Math (K-5) and Reveal Math (6–12). Alignment to Strategy 1.2: Implement quality and rigorous curriculum in all subject areas to support effective instruction aligned to the DC West Instructional Framework and learning success.
 - 1.2 (a) Sustain effective, relative, and adopted curriculum in all subject areas provided by the district.
- English Learner (EL) Instructional Strategies and Support delivered by EL Cordinator Alyssa Lindahl. Alignment to Strategy Strategy 3.3: Cultivate a positive learning culture for staff and administrators through a systematic and purposeful professional development plan to support relationships, skills, knowledge, and application of instruction to sustain the viability of long-term improvements.
 - 3.3 (f) Allow and encourage staff regular and safe opportunities to work together to provide feedback for growing and improving student learning.
- Educlimber deeper dive to support student data analysis as part of the MTSS structure and support in each building.
 - 1.1 Implement the Multi-Tiered System of Supports (MTSS) model with fidelity throughout the entire district to accelerate academic, career, and social-emotional/behavioral instruction and intervention to prepare and empower students.



Professional Commitments & Goals

This year I have established the following commitments and goals for my role as Director of Learning. These specific focus areas align directly with my curriculum, instruction, assessment, and professional development job responsibilities.

<i>Leadership is the art and science of inspiring others toward a common mission and a shared vision through collaborative relationships characterized by integrity, humility, resiliency, and commitment to empowering others to reach their highest potential.</i>				
Relational Leadership Relational leaders have strong knowledge of self and others and invest time developing the relationships they need to reach common goals.	Collaborative Leadership Collaborative leaders develop others and work together to achieve the vision, mission and goals of the organization through clear communication and capacity building.	Systems Leadership Systems leaders are able to see the complex structure within an organization and understand the interconnectedness of each part.	Visionary Leadership Visionary leaders contemplate the future. They are bold, insightful, and clear in communicating a vision.	Instructional Leadership Instructional leaders have a clear vision for their school and create effective environments that support teaching and learning as top priorities.
<i>Cultivate Relationships</i>	<i>Empower Staff Leadership</i>	<i>Implement Systems Management</i> <i>Implement District Policies and Procedures</i>	Create a Vision for Learning <i>Practice Professional Ethics and Advocacy</i>	<i>Guarantee Instructional Leadership</i> <i>Ensure a Culture for Learning</i> <i>Lead Continuous School Improvement</i>
Commitment			Evidence of Completion	
Lead the district in the implementation of the MTSS Model to accelerate academic and SEB instruction and intervention with students.			MTSS Framework Website	
Provide leadership to the Educlimber Experts in order to support the foundational work of MTSS in each school.			Educlimber Expert Meetings Professional Development Plan	
Serve as the evaluator to the EL Coordinator (i.e. EL teacher & Spanish teacher) and provide guidance to the EL program as our enrollment continues to increase district-wide.			Pilot Teacher Evaluation Process EL long-term program planning	

Superintendent
 Director of Learning
 Director of Special Education
 Elementary Principal
 Middle School Principal
 High School Principal
 High School Assistant Principal/AD

Dr. Melissa Poloncic
 Dr. Dawn Marten
 Nicki Pechous
 Dr. Jeffrey Kerns
 Jeremy Travis
 Jim Knott
 Nathan Ter Beest

402.359.2583
 402.359.2583
 402.359.2583
 402.359.2151
 402.779.2646
 402.359.2121
 402.359.2121



DC WEST

COMMUNITY SCHOOLS

CREATING PASSIONATE LEARNERS

PO Box 378 • Valley, NE 68064 • www.dcwest.org • Ph: 402.359.2583 Fax: 402.359.4371

Provide leadership to the Mentor Coordinator in developing an Induction Program for new DCW staff in order to train, equip, and prepare new staff for success and retention.	Mentor Coordinator Meeting Professional Development Plan Yearly Induction Plan
Lead the Health Curriculum Committee through Cycle 1 & 2 Alignment and Research in order to select and implement high-quality and rigorous curriculum.	Curriculum Committee Research curriculum Pilot and select curriculum for adoption
Lead the SEBL Curriculum Committee through Cycle 1 & 2 Alignment and Research in order to select and implement high-quality and rigorous curriculum.	Curriculum Committee Research curriculum Pilot and select curriculum for adoption
Lead the district through research, study, and considerations in the development of a DCW Grading Framework.	Grading Committee Professional Development Plan
Ensure my own personal and professional growth by seeking and participating in professional development and leadership opportunities focusing on district level leadership in order to continually grow as a leader.	Local and State Professional Organizations

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Superintendent's Report October 16, 2023

Negotiations

I have spoken with the leadership of the DCWEA Negotiations team and we would like to set a few dates between November and December for negotiations. Jamie, Jim, and Kelly are the current negotiations committee members. I will be in contact with committee members to schedule dates.

Window Tinting and Safety Film

We have contracted with a company to tint the new middle school addition windows for more security in being able to view inside the building. We are also adding safety film to each of our building entrance windows. The safety film lessens breakage from an intruder or gunshot and gains precious time in the event of a tragedy. A big thank you to Deputy Brown, our SRO, who researched materials and vendors to provide this extra safety at a very affordable price.

DC West Schools Foundation

The DC West Schools Foundation is still seeking a representative of the Board of Education to serve as a liaison on their Foundation Board. If you are interested, please share your interest at the meeting so we can pass your information along to the Foundation President.

DC West Elementary Assistant Principal

We are currently discussing the need for an Assistant Principal at the Elementary School. The following is the student enrollment over the last five years:

Fall 2019= 486

Fall 2020 (COVID)=471

Fall 2021= 491

Fall 2022= 513

Fall 2023= 539

With the growth of a student body of over 500 students as well as the academic and social needs that go with that, we have also increased our staff in the building from 57 staff in 2019 to 66 staff in 2023. Due to the demands of this growth, we believe it is time to recommend the addition of this administrative position to support the staff and students. Over the next couple of months, we will determine the job responsibilities and the leadership qualities we would be looking for in a candidate in order to bring a recommendation to the Board for their approval. This would allow us to advertise and hire by January for the 2024-2025 school year.

Board Meeting Livestream

Sandi Kerkhoff, Director of Technology, is putting together a proposal for live streaming DC West Board meetings for the Board to review. Due to many demands of new technology this year, Sandi is just now getting to this project. Thank you for your patience and we look forward to Sandi's recommendation.

Superintendent Goals for 2023

- Lead the vision and support needed to implement strategic plan priorities.
- Refine our Multi-Tiered System of Supports (MTSS) model to support academic achievement and provide social-emotional behavioral supports for all students PreK-12.
- Engage in financial planning and design for long-term capital improvement projects.
- Complete the pilot and adoption process of a new certified staff and administrator evaluation system as well as implement new electronic management for personnel evaluation.
- Continue to learn strategies to facilitate, coach and lead the entire administrative team to excellence.
- Research, study, and implement strategies to manage the growth of the communities and district in the next five to ten years so we are proactive rather than reactive.

Upcoming Dates:

October 17, 18, & 19~ Parent Teacher Conferences

October 20~ No School, Teacher Comp Day

October 23~ No School, Teacher Work Day

October 30th~ 6:30 p.m. Community Engagement for Outdoor Facilities Project, Location TBD

November 6th~ Opening of the new weight/cardio, wrestling, training, and locker rooms

November 7th~ 7:00 p.m. Grand Opening of the Performing Arts Center/ Middle School/ and Physical Education Additions

November 13th ~ Regular Board of Education Meeting

November 15-17~ State Education Conference in Omaha

Financial Recap September 2023

	9/1/2023	Receipts	Expenditures	9/30/2023
General Fund	\$6,275,073.87	\$1,211,467.21	\$2,149,160.62	\$5,337,380.46
Depreciation Fund	\$3,026,126.32	\$6,843.52	\$16,913.71	\$3,016,056.13
Food Service Fund	\$209,443.98	\$44,257.03	\$73,583.47	\$180,117.54
Qualified Capital Fund	\$439,928.32	\$30,560.69	\$0.00	\$470,489.01
Bond Fund	\$976,117.27	\$71,480.46	\$0.00	\$1,047,597.73
Special Building Fund	\$2,746,149.02	\$139,997.41	\$0.00	\$2,886,146.43
- Special Bldg (MS/Fine Art)	\$644,821.70	\$597,849.35	\$660,755.46	\$581,915.59
	\$14,317,660.48	\$2,102,455.67	\$2,900,413.26	\$13,519,702.89

General Fund Detail

	September	YTD	Budgeted	September	YTD
Expenditures					
All Instructional Program	\$ 651,630.23	\$ 651,630.23	\$ 7,920,584.00	\$ 683,910.77	\$ 683,910.77
SPED Instructional Program	\$ 174,195.69	\$ 174,195.69	\$ 2,275,632.00	\$ 1,580.97	\$ 1,580.97
Support Services SPED Related	\$ 32,841.55	\$ 32,841.55	\$ 403,158.00	\$ 110,757.02	\$ 110,757.02
Support Services Non-SPED Related	\$ 42,149.79	\$ 42,149.79	\$ 484,821.00	\$ -	\$ -
Support Instructional	\$ 109,950.70	\$ 109,950.70	\$ 856,582.00	\$ 18,407.50	\$ 18,407.50
Board of Education	\$ 24,620.23	\$ 24,620.23	\$ 92,700.00	\$ 4,159.59	\$ 4,159.59
Executive Administration Services	\$ 30,441.64	\$ 30,441.64	\$ 399,286.00	\$ -	\$ -
District Legal Services	\$ 2,205.00	\$ 2,205.00	\$ 35,000.00	\$ 106,222.00	\$ 106,222.00
Office of the Principal	\$ 73,668.29	\$ 73,668.29	\$ 828,608.00	\$ -	\$ -
General Admin - Business Services	\$ 29,016.16	\$ 29,016.16	\$ 311,452.00	\$ 2,097.29	\$ 2,097.29
Maint & Operation of Building & Sit	\$ 238,379.95	\$ 238,379.95	\$ 1,795,631.00	\$ -	\$ -
Vehicle Acquisition & Maint	\$ 4,200.00	\$ 4,200.00	\$ 15,200.00	\$ 274,478.00	\$ 274,478.00
Regular Pupil Transportation	\$ 58,584.42	\$ 58,584.42	\$ 505,400.00	\$ -	\$ -
SPED Pupil Transportation	\$ 15,905.02	\$ 15,905.02	\$ 173,760.00	\$ -	\$ -
Categorical Grant from Coporation	\$ 8,087.90	\$ 8,087.90	\$ 134,908.00	\$ -	\$ -
State Categorical Programs	\$ 12,038.10	\$ 12,038.10	\$ 146,804.00	\$ -	\$ -
Federal Programs	\$ 31,457.37	\$ 31,457.37	\$ 418,024.00	\$ -	\$ -
ESSER II & III	\$ 11,939.23	\$ 11,939.23	\$ 439,612.00	\$ -	\$ -
	\$ 1,551,311.27	\$ 1,551,311.27	\$ 17,237,162.00	\$ 9,854.07	\$ 9,854.07

September 2023 Payroll

Net Payroll	\$ 570,047.41
Payroll Taxes (District)	\$ 62,178.43
Payroll Withholding (Employees)	\$ 151,720.76
Retirement (District)	\$ 78,984.77
Retirement Withholding (Employees)	\$ 78,202.84

Revenues

Personal and Prop Taxes	\$ 683,910.77
Carline Tax	\$ 1,580.97
Motor Vehicle Taxes	\$ 110,757.02
Facility Rental	\$ -
Tuition Received from Individuals	\$ 18,407.50
Interest	\$ 4,159.59
Local License Fees	\$ -
Other Local Receipts	\$ 106,222.00
Grants from Corporations/Private	\$ -
County Fines and License Fees	\$ 2,097.29
ESU Receipts	\$ -
State Aid	\$ 274,478.00
Special Education Programs	\$ -
Special Education Transportation	\$ -
Homestead Exemption	\$ -
Pro-Rate Motor Vehicle	\$ -
High Ability Learners	\$ -
Early Childhood Grant	\$ -
State Apportionment	\$ -
Other State Receipts	\$ -
Prop & Personal Property Tax Credit	\$ -
Title ESSA Programs	\$ -
IDEA Programs	\$ -
Medicaid	\$ 9,854.07
ESSER II & ESSER III	\$ -
Other Federal Categorical Receipts	\$ -
Sale of Property	\$ -
Insurance Adjustment	\$ -
	\$ 1,211,467.21
	\$ 1,211,467.21

Douglas County West Community School District 15
10/11/2023 7:23 PM
Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2023 - 09/2023
Regular: Beginning Month 09/2023; Processing Month 09/2023; Accounts to Include Accounts with Activity; Fund Number 05, 12

Fund: 05	ACTIVITY FUND	Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
		05 704	INTEREST	1,283.81	0.00	103.09	0.00	1,386.90
		05 704 1001	ACTIVITY PASSES	11,697.14	0.00	1,355.00	0.00	13,052.14
		05 704 1002	CORPORATE SPONSORSHIPS	268.99	0.00	3,000.00	0.00	3,268.99
		05 704 1003	INSTRUMENTAL MUSIC	1,344.92	1,096.00	120.00	0.00	368.92
		05 704 1005	STAFF LOUNGE	1,710.27	0.00	27.84	0.00	1,738.11
		05 704 1007	VALLEY WAY	15,576.40	0.00	0.00	0.00	15,576.40
		05 704 1011	PTSA DONATION	4,117.70	0.00	0.00	0.00	4,117.70
		05 704 1022	SENIOR CLASS	191.62	0.00	0.00	0.00	191.62
		05 704 1023	PROM	3,468.73	0.00	0.00	0.00	3,468.73
		05 704 1102	ARTS & HUMANITIES	790.43	0.00	0.00	0.00	790.43
		05 704 1104	ATHLETICS HS	1,779.89	6,850.00	10,207.00	0.00	5,136.89
		05 704 1106	BASEBALL TEAM	1,352.98	0.00	0.00	0.00	1,352.98
		05 704 1107	BAND	4,135.58	0.00	0.00	0.00	4,135.58
		05 704 1108	CHEER	549.33	159.98	100.00	0.00	489.35
		05 704 1111	BBB TEAM	766.09	0.00	0.00	0.00	766.09
		05 704 1112	CONCESSIONS	27,336.22	7,112.71	7,963.36	0.00	28,186.87
		05 704 1113	CONSTRUCTION TECH	7,106.79	0.00	0.00	0.00	7,106.79
		05 704 1114	DANCE TEAM	(2,322.82)	0.00	5,153.70	0.00	2,830.88
		05 704 1116	DRAMA	5,091.84	883.08	0.00	0.00	4,208.76
		05 704 1117	FBLA	1,988.72	0.00	30.00	0.00	2,018.72
		05 704 1118	HIGH SCHOOL	266.12	0.00	125.00	0.00	391.12
		05 704 1119	DC TECH 1:1	50,230.41	6,270.00	60.00	0.00	44,020.41
		05 704 1120	GBB TEAM	4,352.58	0.00	1,113.55	0.00	5,466.13
		05 704 1123	HOSA	3,294.62	0.00	80.00	0.00	3,374.62
		05 704 1124	STUCO HS	2,907.20	1,871.00	1,859.50	0.00	2,895.70
		05 704 1128	NATIONAL HONOR SOCIETY	1,539.98	0.00	0.00	0.00	1,539.98
		05 704 1131	FOOTBALL TEAM	835.22	0.00	0.00	0.00	835.22
		05 704 1132	SCIENCE CLUB	310.19	0.00	0.00	0.00	310.19
		05 704 1133	SPEECH TEAM	2,162.44	200.00	509.19	0.00	2,471.63
		05 704 1134	VOCAL MUSIC	3,471.39	0.00	148.25	0.00	3,619.64
		05 704 1136	WORLD LANGUAGE CLUB	69.52	0.00	0.00	0.00	69.52
		05 704 1137	ROBOTICS TEAM	4,486.08	0.00	0.00	0.00	4,486.08
		05 704 1141	GOLF TEAM	84.88	0.00	0.00	0.00	84.88
		05 704 1142	YEARBOOK HS	4,913.36	1,363.19	130.00	0.00	3,680.17
		05 704 1151	CROSS COUNTRY TEAM	1,770.13	0.00	0.00	0.00	1,770.13
		05 704 1161	SOFTBALL TEAM	2,638.30	0.00	750.00	0.00	3,388.30

Regular; Beginning Month 09/2023; Processing Month 09/2023; Accounts to Include Accounts with Activity; Fund Number 05, 12

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1166	BOYS TRACK TEAM	327.33	0.00	0.00	0.00	327.33
05 704 1167	GIRLS TRACK TEAM	638.39	0.00	0.00	0.00	638.39
05 704 1176	VOLLEYBALL TEAM	2,274.59	0.00	0.00	0.00	2,274.59
05 704 1186	WRESTLING TEAM	1,024.95	285.00	219.72	0.00	959.67
05 704 1198	SUMMER SPORTS CAMPS	598.12	0.00	0.00	0.00	598.12
05 704 1199	CHANGE BAGS	(1,620.00)	0.00	0.00	0.00	(1,620.00)
05 704 1222	SCIENCE GRANT	3,055.68	0.00	0.00	0.00	3,055.68
05 704 1224	STUCO MS	11,445.78	0.00	0.00	0.00	11,445.78
05 704 1225	COFFEE CART - EL SPED	1,551.40	0.00	0.00	0.00	1,551.40
05 704 1319	DISNEY MUSICAL	13,239.62	182.10	0.00	0.00	13,057.52
05 704 1320	PRESCHOOL	45.33	0.00	0.00	0.00	45.33
05 704 2112	MS CONCESSIONS	2,669.25	1,962.38	4,068.63	0.00	4,775.50
05 704 2121	MS BBB TEAM	211.05	0.00	0.00	0.00	211.05
05 704 2136	MS FOOTBALL TEAM	368.47	0.00	0.00	0.00	368.47
05 704 2201	ART CLUB MS	0.00	0.00	500.00	0.00	500.00
05 704 2204	ATHLETICS MS	0.00	1,455.00	1,697.00	0.00	242.00
05 704 2205	UNIFIED SPORTS	779.07	0.00	0.00	0.00	779.07
05 704 2216	MS DRAMA	200.00	63.03	0.00	0.00	136.97
05 704 2218	MIDDLE SCHOOL	1,054.22	0.00	0.00	0.00	1,054.22
05 704 2242	MS YEARBOOK	3,639.84	0.00	0.00	0.00	3,639.84
05 704 3220	ELEM FIELD TRIP	480.92	0.00	5,000.00	0.00	5,480.92
05 704 3221	PBIS/FALCOIN	1,872.78	62.33	0.00	0.00	1,810.45
05 704 3318	ELEMENTARY	4,431.71	0.00	0.00	0.00	4,431.71
Fund Total: 05		219,855.55	29,815.80	44,320.83	0.00	234,360.58

Douglas County West Community School District 15
10/11/2023 7:23 PM
Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2023 - 09/2023
Regular: Beginning Month 09/2023; Processing Month 09/2023; Accounts to Include Accounts with Activity; Fund Number 05, 12

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
12 704	STUDENT FEES	24,571.88	2,212.90	280.00	0.00	22,638.98
		24,571.88	2,212.90	280.00	0.00	22,638.98
	Fund Total:	12				

10/11/2023 08:33 PM

OCTOBER 2023 BOARD BILLS

User ID: CQ

Vendor Name	Fund Number	Vendor Description	Amount
Checking Account ID 1	01	GENERAL FUND	
360 COMMUNITY SERVICES			9,342.34
A-1 FLAGS, POLES & REPAIR			660.00
ADVENTURE ENTERPRISES, LLC			3,926.00
AMAZON CAPITAL SERVICES			3,260.99
ARROW STAGE LINES			1,411.00
BAND SHOPPE			1,532.00
BERINGER CIACCIO DENNEL MABREY			11,122.36
BIG GAME FOOTBALL FACTORY			254.97
BLICK ART MATERIALS			248.80
BORDER STATES INDUSTRIES INC			309.25
BOUND TO STAY BOUND BOOKS			251.01
BROWN, CORBIN			1,000.00
BSN SPORTS INC			4,033.62
CAPPEL NAPA AUTO SUPPLY - VALLEY			107.96
CCS PRESENTATION SYSTEMS			1,325.00
CINTAS CORP			164.00
CITY OF VALLEY			2,594.90
DAILY RECORD, THE			185.36
DATA VIZION, LLC			27,170.16
DC WEST FOOD SERVICE			834.80
DIETZE MUSIC HOUSE			536.80
DISCOUNT SCHOOL SUPPLY			154.15
EAGLE SERVICES INC.			1,105.00
EDUCATIONAL SERVICE UNIT #3			12,103.25
EGAN SUPPLY CO			3,004.03
ELECTRONIC SOUND INC			125.00
ENGINEERED CONTROLS			2,095.00
ESHIPPING LLC			369.26
FIBER PLATFORM, LLC			560.78
FIRST STUDENT			6,868.91
FREMONT ELECTRIC INC			1,925.00
HEARTLAND PEST CONTROL			240.00
HOMETOWN LEASING			2,522.27
HUMANEX VENTURES LLC			2,700.00
JOURNEYED.COM, INC			4,976.02
JUST FOR KIDS THERAPY INC			12,519.00
KIDWELL INC.			812.50
LAMP RYNEARSON & ASSOCIATES			11,125.00
LEARNING WITHOUT TEARS			71.78
MACKIN EDUCATIONAL RESOURCES			2,638.35
MARKING REFRIGERATION			1,039.75
MATHESON TRI-GAS INC			34.20
MCGRAW-HILL EDUCATION INC			4,610.93
MENARDS - ELKHORN			496.64
METAL DOORS & HARDWARE CO			165.00
MIDWEST MOVEMENT			450.00
MILLARD SPRINKLER INC			777.05
MORRISSEY, JAMES			56.00
MOSYLE CORPORATION			129.15
NE COUNCIL OF SCHOOL ADM			300.00
NEWZ BRAIN EDUCATION			109.00
ONE SOURCE			227.00
P & H ELECTRIC INC			120.00
PEARSON ASSESSMENT			120.00
PERRY GUTHERY HAASE & GESSFORD			2,282.90

10/11/2023 08:33 PM

OCTOBER 2023 BOARD BILLS

User ID: CQ

Vendor Name	Vendor Description	Amount
PRAIRIE MECHANICAL CORP		7,747.50
PRO-TUFF DECALS		176.00
PUBLICATION PRINTING		25.35
READING WAREHOUSE		3,962.11
REALLY GOOD STUFF INC		29.09
REALLY GREAT READING		2,398.80
SAVVAS LEARNING COMPANY		3,180.60
SCHOOL PRIDE LTD		395.00
SCHOOL SPECIALTY INC		412.65
SHEPPARD'S BUSINESS INTERIORS INC		38,236.31
SOL LEWIS ENGINEERING CO		5,938.00
STAPLES ADVANTAGE		343.06
THIELE GEOTECH INC		667.00
UNIVERSITY OF NEBR OMAHA - CEHHS		200.00
US GAMES		999.97
VERIZON		90.12
WALD, BOB		24.98
WARDS NATURAL SCIENCE EST INC		225.78
WASTE CONNECTIONS OF NEBR, INC		1,140.39
WATER ENGINEERING INC		302.50
WEST MUSIC COMPANY INC		80.00
WINSUPPLY COMMERCIAL CHARGE		96.99
WOODRIVER ENERGY LLC		1,492.81
Fund Number 01		<u>215,269.25</u>

Checking Account ID 2	Fund Number 02	DEPRECIATION	Amount
MEDCO SUPPLY COMPANY			2,154.56
SCHOOL HEALTH CORPORATION			1,517.58
Fund Number 02			<u>3,672.14</u>

Checking Account ID 6	Fund Number 06	NUTRITION FUND	Amount
CANTEEN REFRESHMENT SERVICES			209.10
CASH-WA DISTRIBUTING			22,951.91
CHESTERMAN CO			948.17
CINTAS CORP			476.00
EDUCATIONAL SERVICE UNIT #3			7,315.48
HILAND DAIRY			6,459.11
ROTELLA'S ITALIAN BAKERY INC			603.66
SYSCO LINCOLN			14,097.54
US FOOD INC			13,982.17
Fund Number 06			<u>67,043.14</u>

Checking Account ID 8	Fund Number 08	SPECIAL BUILDING FUND	Amount
BERINGER CIACCIO DENNEL MABREY			9,174.74
BOYD JONES CONSTRUCTION CO			1,094,962.15
TUNE FACILITIES, LLC			6,240.00
Fund Number 08			<u>1,110,376.89</u>

10/11/2023 08:36 PM

MID MONTH BILLS - SEPTEMBER/OCTOBER 2023

User ID: CQ

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACH BANK FEE		71.00
ACTIVE INTERNET TECHNOLOGIES		2,785.00
APPLE COMPUTER INC		3,000.00
ATHLETIC.NET		1,060.00
AUL SPECIAL PAY TRUST		4,166.50
AWARDS UNLIMITED INC		253.57
BOOKLET LLC		143.52
BOYS TOWN		7,000.00
BRAIN POP LLC		2,340.00
CODE HS, INC		3,510.00
COX BUSINESS		119.45
DAILY RECORD, THE		120.00
DC WEST FOOD SERVICE		530.00
DC WEST SPECIAL BUILDING FUND		597,849.35
FIRST STUDENT		23,497.80
GINGER JOHNSON		107.19
GREATER OMAHA LEAGUE OF DEBATE		75.00
HY-VEE INC		55.00
JUST FOR KIDS THERAPY INC		8,671.25
LOVE'S TRAVEL STOPS & COUNTRY STORE		2,595.88
MADISON NATIONAL LIFE INS CO IN		2,055.26
MAGIC WRIGHTER E-SERVICE		254.75
MARTEN, DAWN		15.72
MBCA		375.00
NEBRASKA DEPARTMENT OF EDUCATION		20.00
NSAA DISTRICT II		35.00
OMAHA PUBLIC POWER DISTRICT		31,727.04
PRIME SECURED		36,809.03
STANZEL'S MOW & SNOW LLC		5,050.00
UNIV OF NEBR MEDICAL CENTER		3,000.00
VALENTINO'S		517.33
WEX BANK		72.67
ZOOM VIDEO COMMUNICATION, INC.		2.30
Fund Number 01		<u>737,884.61</u>
Checking Account ID 2	Fund Number 02 DEPRECIATION	
PRIME SECURED		11,120.72
Fund Number 02		<u>11,120.72</u>

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 28-0015,
a/k/a, DOUGLAS COUNTY WEST COMMUNITY SCHOOL DISTRICT
Monday, September 11, 2023**

The regular meeting of the Board of Education, District #15, in the County of Douglas, in the State of Nebraska, was convened in open and public session on Monday, September 11, 2023 at the Central Office Board Room, 401 South Pine Street, Valley, NE 68064-0378.

Following public notification procedures approved by the Board of Education, February 14, 2011, in adherence to 84-1411, notice of the meeting was given in advance thereof by posting such Notice on the exterior front door of the high school, elementary school, middle school, Valley City Hall, First Nebraska Bank, and Foundation One Bank. Notice of the meeting was simultaneously given to all members of the Board of Education. Availability of the agenda was communicated in advance notice and in the notice to the Board of Education of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Attendance Taken at 7:10 PM.

Kelly Hinrichs: Absent
Luke Janke: Present
Jamie Jorgensen: Present
Bill Koile: Present
Elizabeth Mayer: Present
Jim Tomanek: Present
Present: 5, Absent: 1.

1. Call to Order

The agenda, listing items for consideration by the Board, is on file in the Superintendent's office. Other matters may come before the Board and the Board has the right to modify the agenda before the meeting.

President – “As I call the meeting to order I wish to inform everyone present that a current copy of the Open Meetings Act is posted on the back wall of the Board Room for your review at any time.”

2. Public Communications and Correspondence

Comments from the audience were accepted at this time. There was no correspondence addressed to the Board.

3. Approval of Agenda

Motion to approve agenda as presented passed with a motion by Jamie Jorgensen and a second by Bill Koile.
Luke Janke: Yea, Jamie Jorgensen: Yea, Bill Koile: Yea, Elizabeth Mayer: Yea, Jim Tomanek: Yea
Yea: 5, Nay: 0

4. Administrative Reports

4.1. Superintendent's Reports

4.2. Financial Report

5. Consent Agenda

Motion to approve Consent Agenda passed with a motion by Luke Janke and a second by Jim Tomanek.
Luke Janke: Yea, Jamie Jorgensen: Yea, Bill Koile: Yea, Elizabeth Mayer: Yea, Jim Tomanek: Yea
Yea: 5, Nay: 0

5.1. Approve Minutes
Regular Meeting Date:
Special Meeting Date:

5.2. Approve Claims for Payment

5.3. Approve Financial Report

5.4. Approve Classified Staff
Amber Koenig- Elem Sped Para
Randy Caughlin- Custodial
Dani Rosenbaum- Elem Sped Para
Caitlyn Webb- Middle School Sped Para

6. Old Business

6.1. Building and Grounds Update

Update on the Middle School/ Arts Wing & Physical Education Wing project:

- *The Performing Arts Center is scheduled to be open mid-October.
- *The New Middle School/Auditorium Parking lot is open
- *The Physical Education Wing project is scheduled for completion in the end of October

Review Meeting with Legion Baseball & DC West Youth Organizations:

- *The school will be contributing field materials to help maintain the Legion field in Valley.
- *The high school softball field at the 4-plex continues to have drainage issues due to sod being laid late. There is a meeting taking place with the project manager to continue to make a plan to fix these issues.
- *The DC West Youth would like to donate money for some smaller projects for the 4plex. The Board asked for a list of these items/project for board review.

NEBA Board Members report on first meetings

- *The board held their first Administrative Meeting at DC West on 09/11.

7. New Business

7.1. Approve Purchase of Band Uniforms

The administration recommended the purchase of band uniforms from Stanbury Uniforms, Inc in the amount of \$59,081. The school district contribution to this total was \$25,000 from the general fund. The remaining balance to be paid by donation from the DC West Foundation and DC West PTSA. The Board thanked the Foundation and PTSA for their partnership.

Motion to approve the purchase of Band Uniforms in the amount of \$59,081 from Stanbury Uniforms, Inc. passed with a motion by Luke Janke and a second by Jamie Jorgensen.

Luke Janke: Yea, Jamie Jorgensen: Yea, Bill Koile: Yea, Elizabeth Mayer: Yea, Jim Tomanek: Yea
Yea: 5, Nay: 0

7.2. Approve the 2023-2024 Budget

Consider information, discussion, and public comments from the public hearings to approve the 2023-24 budget.

The Notice of Budget Hearing and Budget Summary was revised after publishing for the following reasons:

1. The school nutrition fund cash reserve amount was moved to disbursements.
2. The bond fund's necessary cash reserve had more than the allowed 50% of the budget for disbursements & transfers.
3. The QCPUF fund's necessary cash reserve had more than the allowed 50% of the budget for disbursements & transfers.

Motion to approve the 2023-2024 budget as presented passed with a motion by Luke Janke and a second by Jim Tomanek.

Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Jim Tomanek: **Yea**
Yea: 5, Nay: 0

7.3. Resolution to Set the Final Tax Request

Consider information, discussion, and public comment from the public hearings to approve the resolution to set the final tax request for the 2023-24 budget. This request includes the additional base growth needing 70% board approval.

The Notice of Special Hearing To Set Final Tax Request was revised after publishing for the following reasons:

1. The school nutrition fund cash reserve amount was moved to disbursements.
2. The bond fund's necessary cash reserve had more than the allowed 50% of the budget for disbursements & transfers.
3. The QCPUF fund's necessary cash reserve had more than the allowed 50% of the budget for disbursements & transfers.

Motion to approve the resolution to set the final tax request for the 2023-2024 budget passed with a motion by Jamie Jorgensen and a second by Luke Janke.

Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Jim Tomanek: **Yea**
Yea: 5, Nay: 0

7.4. Approve the Addition of Middle School Assistant Volleyball Coach & the Addition of a Middle School Assistant Band Director

We currently have 45 middle school girls out for volleyball. We need to add an assistant to support practices and games. We currently have a volunteer assistant that we would like to turn into a paid position. The current pay is 4% of the base salary. The administration recommends the board approve this addition.

Motion to Approve the Addition of Middle School Assistant Volleyball Coach & the Addition of a Middle School Assistant Band Director passed with a motion by Luke Janke and a second by Jim Tomanek.

Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Jim Tomanek: **Yea**
Yea: 5, Nay: 0

7.5. Approval of the Emergency Operations Plan for the 2023-2024 School Year

The DC West safety team completed training on writing a thorough Emergency Operations Plan (EOP), previously called our Crisis Response Plan this summer. The newly written plan was presented to the Board of Education for approval.

Motion to approve the 2023-2024 Emergency Operations Plan as presented passed with a motion by Jamie Jorgensen and a second by Bill Koile.

Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Jim Tomanek: **Yea**
Yea: 5, Nay: 0

7.6. First Reading Policy Updates

Legislative changes in LB 705 from this session have impacted comprehensive law changes. There are over 20 new mandates on schools and school personnel in this bill. Some of these impacts include:

- New high school graduation requirement for students to complete the FAFSA
- New requirements regarding part-time enrollment in public schools and extracurricular activities
- New requirements to allow youth organizations on school grounds
- Changes relating to the special education enrollment option students

- Changes to the Computer Science and Technology Education Act
- Prohibiting suspension of students in prekindergarten through second grade in school districts
- The new Behavioral Intervention Training and Teacher Support Act

Due to these many changes in laws, the board was presented several updates of district policies. A summary of the policy updates provided by our legal counsel were also presented to the board. The policy committee reviewed the proposed revisions provided by legal counsel. They were presented to the entire Board for a first reading.

8. Adjournment

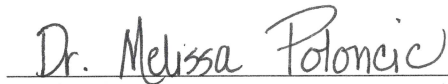
Motion to adjourn meeting at 7:35pm passed with a motion by Jamie Jorgensen and a second by Bill Koile.

Luke Janke: *Yea*, Jamie Jorgensen: *Yea*, Bill Koile: *Yea*, Elizabeth Mayer: *Yea*, Jim Tomanek: *Yea*

Yea: 5, Nay: 0



Kristi Trost, Board Secretary



Dr. Melissa Polonic, Superintendent

*October 16th, 2023 Board of Education Meeting a motion was made to correct the following passed motion in the September meeting: The motion read " Approve the Addition of Middle School Assistant Volleyball Coach and the Addition of a Middle School Assistant Band Director." A motion was made and approved in the October 23rd Minutes to correct this motion to read as follows: "Approve the Addition of Middle School Assistant Volleyball Coach and the Addition of a second Middle School Band Director"

AGENDA

Discuss, consider and take all necessary action with regard to possible approval and authorization to execute a real estate purchase agreement.

MOTION

MOTION by _____ that the Board of Education of this School District approves the purchase of approximately 44.52 acres of real property generally located adjacent to N. 264th Street south of E. Meigs Street in Valley, Nebraska, and entering into a real estate purchase agreement for the purchase of such real property from the sellers, and that the Board approves the agreement and hereby approves and adopts the attached RESOLUTION.

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion and Resolution:

_____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion and Resolution having been consented to by a majority of the members of the School Board of this School District, were declared as passed and adopted by the Board President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 16th day of October, 2023.

DOUGLAS COUNTY SCHOOL DISTRICT
28-0015, A/K/A DC WEST COMMUNITY
SCHOOLS

BY: _____
President, Board of Education

ATTEST:

Secretary

RESOLUTION

BE IT RESOLVED by Douglas County School District No. 28-0015, a/k/a DC West Community Schools, a Class III School District under the laws and statutes of the State of Nebraska, at this regular meeting of its Board of Education, (“School”), that the Real Estate Purchase Agreement for the approximately 44.52 acres of real property generally located adjacent to N. 264th Street south of E. Meigs Street in Valley, Nebraska, more particularly described in the Agreement, by and between the School, as the buyer, and OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company, collectively the seller, such Agreement in the form on file with official School records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School and approved by the Board President or Superintendent of Schools, should be and are hereby authorized and approved;

BE IT FURTHER RESOLVED that the President of the Board of Education, or a designee for the School, should be and is hereby delegated the authority and is authorized and directed to negotiate the final Agreement and, upon negotiation of a final Agreement, to sign, execute, and deliver such Real Estate Purchase Agreement, and any amendments thereto, development plans, subdivision agreements, interlocal agreements, documents, or other agreements called for in such Agreement for and on behalf of the School, and is further hereby delegated the authority and is authorized and directed to execute and deliver any necessary deeds, amendments, subdivision agreements, interlocal agreements, easements or other instruments under such Agreement or necessary or prudent in the development of the described real property, and is delegated the authority and is authorized and directed to retain any necessary professionals for assistance, to pay the purchase price, development costs, design and construction costs, and all other costs and expenses, and to take or cause to be taken all other action necessary or appropriate to close the sale, purchase, and conveyance transaction, and to develop the described property and pay all development, construction and design costs and expenses as provided therein according to such Agreement or any approved changes thereto or those necessary to develop the property or in the best interest of the School upon presentation of deeds or other required plans, documents, or development proposals from the seller, or others on the described property to be purchased, received, and developed by the School under this Agreement.

**THE BOARD OF EDUCATION OF
DOUGLAS COUNTY SCHOOL DISTRICT 0015
(DOUGLAS COUNTY WEST COMMUNITY SCHOOLS)**

RESOLUTION

OCTOBER 16, 2023

**AUTHORIZING
A LEASE WITH
NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 0015 (DOUGLAS COUNTY WEST COMMUNITY SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of the Douglas County School District 0015 (Douglas County West Community Schools) (the “**District**”), hereby finds and determines that:

(a) The District caused the formation of the Douglas County West Community Schools Leasing Corporation, a Nebraska nonprofit corporation, (the “**Leasing Corporation**”) and the District entered into that Lease-Purchase Agreement dated as of December 15, 2017, for the District to lease-purchase from the Leasing Corporation certain facilities for use by the District, including a classroom building for pre-kindergarten and kindergarten students, a playground, a parking lot and a bus loop (the “**2017A Project**”), and in order to acquire, construct, improve, equip and/or furnish the 2017A Project, the Leasing Corporation issued its Tax-Exempt Lease Revenue Educational Facilities Note (Douglas County West Community Schools Project), Series 2017A, dated December 22, 2017, in the original principal amount of \$4,720,252, (the “**2017A Note**”) secured by a Combination Leasehold Deed of Trust, Security Agreement, Fixture Filing Statement and Assignment of Leases and Rents, dated December 15, 2017, by and between the Leasing Corporation and Mutual of Omaha Bank, which is now known as First-Citizens Bank & Trust Company (the “**Bank**”).

(b) The Leasing Corporation and the District entered into that Lease-Purchase Agreement dated as of December 22, 2017, for the District to lease-purchase from the Leasing Corporation the facilities for use by the District, including a classroom building for fourth and fifth grade students, a parking lot and a student drop-off lane (the “**2017B Project**”), and in order to acquire, construct, improve, equip and/or furnish the 2017B Project, the Leasing Corporation issued its Tax-Exempt Lease Revenue Educational Facilities Note (Douglas County West Community Schools Project), Series 2017B, dated December 22, 2017, in the original principal amount of \$5,279,748, (the “**2017B Note**”) secured by a Combination Leasehold Deed of Trust, Security Agreement, Fixture Filing Statement and Assignment of Leases and Rents, dated December 15, 2017, by and between the Leasing Corporation and the Bank.

(c) The Leasing Corporation and the District entered into that Lease-Purchase Agreement dated as of January 16, 2018, for the District to lease-purchase from the Leasing Corporation the facilities for use by the District, including a classroom building for second and third grade students, a media center and an administrative building (the “**2018A Project**”), and in order to acquire, construct, improve, equip and/or furnish the 2018A Project, the Leasing Corporation issued its Tax-Exempt Lease Revenue Educational Facilities Note (Douglas County West Community Schools Project), Series 2018A, dated January 16, 2018, in the original principal amount of \$4,627,541, (the “**2018A Note**”) secured by a Combination Leasehold Deed of Trust, Security Agreement, Fixture Filing Statement and Assignment of Leases and Rents, dated January 16, 2018, by and between the Leasing Corporation and the Bank.

(d) The Leasing Corporation and the District entered into that Lease-Purchase Agreement dated as of January 16, 2018, for the District to lease-purchase from the Leasing Corporation the facilities for use by the District, including art and music classrooms, a custodial and maintenance office/room, main mechanical and electrical rooms, a food service area/kitchen and cafeteria and gymnasium (the “**2018B Project**”); and together with the 2017A Project, the

2017B Project and the 2018A Project, the “**Existing Projects**”), and in order to acquire, construct, improve, equip and/or furnish the 2018B Project, the Leasing Corporation issued its Tax-Exempt Lease Revenue Educational Facilities Note (Douglas County West Community Schools Project), Series 2018B, dated January 16, 2018, in the original principal amount of \$5,372,422, (the “**2018B Note**”; and together with the 2017A Note, the 2017B Note and the 2018A Note, the “**Outstanding Notes**”) secured by a Combination Leasehold Deed of Trust, Security Agreement, Fixture Filing Statement and Assignment of Leases and Rents, dated January 16, 2018, by and between the Leasing Corporation and the Bank.

(e) The Outstanding Notes all mature on or before January 16, 2025, and the financing of the Existing Projects on a long-term basis is necessary for the District to enjoy continued use of the Existing Projects. In order to provide for longer term financing of the Existing Projects than what the Leasing Corporation may provide under Federal tax law for tax-exempt financings of projects for use by the District, and to provide additional facilities for use by the District, the District has requested the assistance of the Nebraska Educational Building Association (“**NEBA**”), which is a separate administrative entity and a separate body corporate and politic under the provisions of the Nebraska Interlocal Cooperation Act, and is organized under an Interlocal Cooperation Act Agreement dated May 16, 2023.

(f) The District has requested that NEBA acquire certain property rights from the District with respect to real estate owned by the District which was leased to the Leasing Corporation in connection with financing the Existing Projects (the “**Existing Real Estate**”); such property rights will be documented pursuant to a site lease wherein NEBA will obtain a ground leasehold interest in the Existing Real Estate; the District has requested that NEBA obtain all of the property interests of the Leasing Corporation and the District in and to the Existing Projects in order for NEBA to refinance the Existing Projects on a long term basis for the use of the District; and the District has requested that NEBA own a leasehold interest in the Existing Real Estate and own the Existing Projects on a long term basis; and the District has requested to lease NEBA’s interests in the Existing Real Estate and the Existing Projects for use by the District.

(g) The District has further requested that NEBA acquire certain property rights from the district with respect to real estate to be acquired and owned by the District, which real estate will be acquired by the District either before or after consummation of the transactions with NEBA contemplated herein (the “**New Real Estate**,” and together with the Existing Real Estate, the “**Real Estate**”); such property rights in the New Real Estate will be acquired by NEBA pursuant to a site lease wherein NEBA will obtain a ground leasehold interest in the New Real Estate; the District has requested that NEBA acquire, construct, improve, equip and/or furnish new facilities for use by the District, which may include new baseball and softball fields, 8-lane running track, full-size football and soccer playing field, softball and baseball press box, concession and restroom, bleachers for track and field with press box, a parking lot and related improvements to such facilities (collectively, the “**New Project**,” and together with the Existing Projects, the “**Project**”) for the benefit of the District to be located on such New Real Estate; and the District has requested that NEBA own a leasehold interest in the New Real Estate and the New Project on a long term basis; and the District has requested to lease NEBA’s interests in the New Real Estate and the New Project for use by the District.

(h) The District hereby determines that the assistance requested of NEBA, including the granting and conveying of such property rights and interests in and to the Real Estate and Existing Projects by the District and Leasing Corporation to NEBA and leasing the Project from NEBA, is necessary in order for the District to secure the long term use of the Project in the operations of the District; the District determines and confirms that the leasehold interest in the

Real Estate granted to NEBA pursuant to a site lease is not needed by the District but for the involvement of NEBA in the ownership of the Project and leasing the same to the District; and the District hereby finds and determines that absent such assistance from NEBA, and the prior assistance from the Leasing Corporation with respect to the Existing Real Estate and the Existing Projects, provision of the Project for use by the District would not be possible.

(i) NEBA has agreed to provide the assistance requested by the District, and finance the acquisition and construction of the Projects through issuing NEBA's leasehold revenue bonds pursuant to the terms of a Trust Indenture and Security Agreement with a bank or trust company, and to lease NEBA's interests in the Real Estate and the Project to the District, and has approved the transactions contemplated herein.

(j) It is necessary and appropriate for the District to lease NEBA's interests in the Real Estate and the Project pursuant to the terms of a Lease Agreement by and between the District and NEBA, and to take any and all actions necessary to consummate the transactions contemplated herein.

Section 2. Authorization of Site Lease and Lease. The Board hereby authorizes the District to enter into one or more site leases with NEBA (whether one or more, referred to herein as the "**Site Lease**") to grant certain leasehold and easement rights to NEBA for purposes of acquisition, construction and location of the Project on the Real Estate owned by the District. The Board hereby authorizes the District to enter into one or more lease agreements with NEBA for the District to lease the Project from NEBA (the "**Lease**"). The District, in connection with entering into the Site Lease and Lease for the Existing Projects, does hereby authorize and approve the assignment and transfer of all of the District's right, title and interest in and to the Existing Projects under the lease purchase agreements entered into in connection with the Outstanding Notes to NEBA, and authorizes NEBA to pay the purchase option price provided in such lease purchase agreements for and on behalf of the District contemporaneously with the execution and delivery of the Site Lease and Lease in order for NEBA to acquire all right, title and interest in and to the Existing Projects. On the date the District enters into the Lease, the District hereby authorizes NEBA to transfer an amount equal to the outstanding principal of and accrued interest on the Leasing Corporation Obligations in order to satisfy the Leasing Corporation Obligations in full in order for NEBA to acquire all of the District's right, title and interest in and to the Existing Project through refinancing the Leasing Corporation Obligations, as assignee of the District.

Section 3. Determination of Final Terms. In connection with the entrance of the District into the Site Lease, Lease and the related transactions, any one of the President, Vice-President, or Secretary of the Board, or such officer authorized to perform the duties of such role (such officers referred to herein as the "**Authorized Officers**"), are hereby authorized to negotiate, specify, determine, designate, and establish as the case may be, the term of the Lease, including all renewal provisions, lease prepayment provisions, and termination provisions, and all other terms and provisions of the Lease not otherwise specified or fixed by this Resolution. The initial term of the lease shall not extend beyond seven years, and may include automatic renewals without further authorization by the Board.

Section 4. Documentation. In connection with the execution and delivery of the Site Lease and the Lease, the Authorized Officers are hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the "**Lease Documents**"):

(a) Site Lease, granting a long-term leasehold interest in and to the Real Estate to NEBA for a period of not less than fifty years;

- (b) Lease Agreement, between the District and NEBA wherein the District will lease the Project from NEBA for use in operation of the District;
- (c) Assignment of Rights and Quitclaim Deed with respect to the Existing Project to and in favor of NEBA, and similar grants of rights as may be necessary or appropriate in the consummation of the transactions contemplated in this Resolution;
- (d) Agreement designating the District as the agent of NEBA for construction and acquisition of the New Project; and
- (e) Any other contract, agreement, instrument, certificate or other document that any individual Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Lease, including any tax certificate with respect to use of the Project which may be requested by NEBA.

Section 5. Limited Obligations. The Lease shall not be a debt of the District. The Lease shall be an obligation of the District payable during the term thereof under the conditions provided in the Lease, without reduction or limitation.

Section 6. Further Authority; Ratification. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with counsel, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to each individual Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Site Lease and Lease not specifically set forth in this Resolution, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Site Lease and Lease, and (3) the engagement of external professionals, advisors and agents. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by each Authorized Officer and all other officers, officials, employees and agents of the District including, without limitation, the expenditure of funds and the selection, appointment and employment of counsel and other advisors and agents in connection with the execution and delivery of the Lease, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease Documents and the terms and provisions thereof shall constitute a contract between the District and NEBA, and the provisions thereof shall be enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under

the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Lease Documents, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Lease Documents.

Section 8. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Lease is intended or should be construed to confer upon or give to any person other than the District and NEBA, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Lease or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Lease and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District and NEBA.

Section 9. Liability of Officers. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the Lease Documents. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Lease Documents on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Lease Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease Documents, but NEBA shall retain all the rights and benefits afforded to them hereunder and under the Lease Documents or any applicable provisions of law.

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

Section 11. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Lease Documents shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Lease Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 12. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 13. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 14. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

[Signature Page Follows]

ADOPTED this 16th day of October, 2023.

President

Secretary

**PREPARED BY AND
WHEN RECORDED, RETURN TO:**

Michael Rogers
Gilmore & Bell, P.C.
2120 South 72nd Street, Suite 1000
Omaha, NE 68124

SITE LEASE

between

**DOUGLAS COUNTY SCHOOL DISTRICT 0015
(DOUGLAS COUNTY WEST COMMUNITY SCHOOLS)
THE STATE OF NEBRASKA,
as Lessor**

and

**NEBRASKA EDUCATIONAL BUILDING ASSOCIATION,
as Lessee**

Dated as of _____, 2023

SITE LEASE

THIS SITE LEASE, dated as of _____, 2023 (this “**Site Lease**”), by and between **DOUGLAS COUNTY SCHOOL DISTRICT 0015 (DOUGLAS COUNTY WEST COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA**, a Class III school district and a political subdivision duly organized and existing under the laws of the State of Nebraska, as lessor (the “**District**”), and **NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**, an interlocal Agency duly organized and existing under the laws of the State of Nebraska, as lessee (the “**Agency**”).

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, and pursuant to the findings and determinations by the Board of Education of the District made in the resolution authorizing this Site Lease adopted on October 16, 2023, which are incorporated herein by this reference, the parties hereto agree as follows:

ARTICLE I

DEMISE OF SITE, LICENSE AND EASEMENT AND WARRANTIES

Section 1.01. Demise. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, the District hereby leases and permits the use to, and the Agency hereby leases from the District, the following:

(a) The real property described in **Exhibit A** attached hereto located in Douglas County, Nebraska (the “**Project Site**”), together with all right, title and interest of District, if any, in, to and under all agreements, easements, rights of way, gores of land, air rights, sewer rights, water courses and water rights, and all privileges, liberties, tenements, and appurtenances whatsoever in any way belonging, relating or appertaining to the Project Site or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the District; and

(b) All right, title and interest of the District, if any, in and to any and all buildings, structures, facilities and other improvements, whether currently located on the Project Site or constructed thereon (collectively, the “**Project**”).

Notwithstanding anything herein to the contrary, the District and the Agency acknowledge and agree that during the Term (as defined in Section 2.01 below), the Project shall at all times constitute property of the Agency.

Section 1.02. License and Easement. The District hereby further grants to the Agency a license and easement with respect to the existing buildings, facilities and property of the District immediately adjacent to the Project Site for the construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by the District, including but not limited to new baseball and softball fields, 8-lane running track, full-size soccer playing field, softball and baseball press box, concession and restroom, bleachers for track and field with press box, a parking lot and related improvements to such facilities, all of which is to be leased by the District pursuant to the Lease. Such license and easement for the Agency shall be nonexclusive but shall include full access and use thereof by the Agency and its licensees and invitees and shall permit all actions necessary or incidental to the construction, operation and maintenance of such building addition and related improvements of the Agency. All improvements and equipment upon said real estate financed from the proceeds of the

Agency's Lease Rental Revenue Bonds, Series 2023, and by one or more additional series of the Agency's lease rental revenue bonds, are hereby acknowledged to be the separate property of the Agency. The Agency's licenses and easement rights shall continue for the term of the Site Lease as set forth herein.

Section 1.03. Warranties. The District covenants and warrants to the Agency as follows:

(a) The District has good and merchantable title to the Project Site, has authority to enter into, execute, and deliver this Site Lease, has duly authorized the execution and delivery of this Site Lease and has duly executed and delivered this Site Lease;

(b) The Project Site is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction or location of the Project on the Project Site, as contemplated by the Lease Agreement dated _____, 2023 by and between the District and the Agency (the "Lease");

(c) All taxes, assessments or impositions of any kind with respect to the Project Site, except current taxes, have been paid in full; and

(d) The Project Site is properly zoned for the purpose of the Project.

Section 1.04. Environmental Covenant. To the best knowledge of the District, (a) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "**Environmental Regulations**"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens, and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Project Site and the Project to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, "**Hazardous Substances**") are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation; (b) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Project Site into the environment; (c) the Project Site has not been used as or for a mine, a landfill, a dump or other disposal facility, an industrial or manufacturing facility, or a gasoline service station; (d) no underground storage tank is located at the Project Site or has previously been located therein but has been removed therefrom; (e) no violation of any Environmental Regulation now exists relating to the Project Site or the Project, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Project Site or the Project by any governmental entity or agency which in any way relates to Hazardous Substances; (f) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in clause (a) above; (g) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Project Site; (h) the Project Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (i) the Project Site is not subject to any lien or claim for lien or threat of a lien in favor of any

governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

If any Hazardous Substance is found upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the District, at its sole cost and expense, shall, within 10 days of such finding, deliver written notice thereof to the Agency and shall take reasonable and necessary steps to remove such Hazardous Substances upon, under, over or from the Project Site or the Project and prevent the imposition of any liens against the Project Site or the Project for the cleanup of any Hazardous Materials. Such removal shall be conducted and completed in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and policies, in accordance with the orders and directives of all federal, state, and local governmental authorities. If the District has not removed such Hazardous Substances within a time period deemed reasonable by the Agency, the District shall, at the written direction of the Agency, take such remedial action as the Agency shall direct. If the District shall not comply with the written directions of the Agency within the time frame established within its written directions, the District hereby grants to the Agency an irrevocable license to remove Hazardous Substances from, repair, clean up, and detoxify the Project Site and the Project and agrees to reimburse the Agency for all of its costs therefor.

The District further agrees, to the extent permitted by Nebraska law, to reimburse the Agency for any and all claims, demands, judgments, penalties, liabilities, costs, damages, and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Agency (prior to trial, at trial and on appeal) in any action against or involving the Agency resulting from any breach of the foregoing covenants, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from the Project Site or the Project, whether or not the District is responsible therefor, it being the intent of the District and the Agency that the Agency shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean up of, or otherwise with respect to, Hazardous Substances by virtue of the interests of the Agency in the Project Site and the Project pursuant to this Site Lease, or hereafter created, or as the result of the Agency exercising any of its rights or remedies with respect thereto hereunder or under any other instrument, including, but not limited to, becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties, and covenants of this Section shall be deemed continuing covenants, representations, and warranties for the benefit of the Agency, including, but not limited to, any purchaser at a foreclosure sale, any transferee of the title of the Agency or any other purchaser at a foreclosure sale, and any subsequent owner of the Project Site, and shall survive the satisfaction or release of this Site Lease, any foreclosure of a mortgage lien encumbering the Lease or any other instrument, and/or any acquisition of title to the Project Site or any part thereof by the Agency, by deed in lieu of foreclosure or otherwise.

ARTICLE II

TERM AND RENT

Section 2.01. Term. The term of this Site Lease (the “Term”) shall commence as of the day and year first above written and shall extend for fifty (50) years.

Section 2.02. Rent. The rent for the entire Term of this Site Lease shall be \$1.00, payable in one installment in advance on the Closing Date as defined in the Lease, and other good and valuable consideration which is hereby acknowledged.

ARTICLE III

TERMINATION

Section 3.01. Termination. Subject to the other provisions of this Site Lease, this Site Lease shall terminate upon the agreement of the parties to this Site Lease, but shall not be terminated prior to the expiration of the Term for so long as any mortgage or other security interest has been recorded against the Project Site by the Agency as collateral for obligations of the Agency.

ARTICLE IV

USE OF SITE; ADDITIONAL COVENANTS

Section 4.01. Use. The Agency shall not use or permit the use of the Project Site for any unlawful purpose.

Section 4.02. Quiet Enjoyment. The District covenants that upon the Agency paying the rent reserved herein, and performing all conditions and covenants set forth in this Site Lease and the Lease, the Agency shall and may peaceably have, hold and enjoy the Project Site for the term of this Site Lease. The Agency covenants that upon expiration of this Site Lease, it shall give the District peaceable possession of the Project Site, together with the Project and any other improvements constructed thereon pursuant to the Lease.

Section 4.03. Assignment and Subletting. The Agency shall not have the right to assign its interest in this Site Lease, or to sublet the Project Site, except for the Lease or as otherwise allowed upon termination for an Event of Default. Notwithstanding the foregoing, the District acknowledges that the Agency is entering into the Indenture (as described in the Lease) in connection with the financing of the Project and that the Agency has granted a first leasehold deed of trust on the Agency's leasehold interest under this Site Lease, including the Agency's interest in the Project Site and this Site Lease, and a security interest in and an assignment of leases and rents of the Project to secure its obligations under such Indenture.

Section 4.04. Additional Covenants. Other than the rights granted under the Sublease, if any person or entity, however organized (other than the Agency or any assignee of the Agency), shall be determined to hold any interest that in any manner affects the District's good and merchantable title to the Project Site, the District shall use its best efforts to acquire the interest so held, such acquisition to be made at the District's sole cost and expense. To the extent allowed by law, the District hereby agrees to save and keep harmless the Agency, or any assignee of the Agency, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including reasonable attorneys' fees, but only if litigation is actually commenced by the Agency) of whatever kind and nature, imposed on, incurred by or asserted against the Agency, or any assignee of the Agency, that in any way relate to or arise out of the assertion of any interest affecting the District's good and merchantable title to the Project Site by any person or entity, however organized (other than the Agency or any assignee of the Agency).

ARTICLE V

MISCELLANEOUS

Section 5.01. Binding Effect. This Site Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

Section 5.02. Certain Defined Terms. Unless the context hereof clearly requires otherwise, capitalized terms used in this Site Lease, which are not defined in this Site Lease and are otherwise defined in the Lease, shall have the same meanings as set forth in the Lease.

Section 5.03. Severability. If any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.04. Amendments, Changes, and Modifications. This Site Lease may be amended or any of its terms modified only by written amendment authorized and executed by the District and the Agency.

Section 5.05. Further Assurances and Corrective Instruments. The Agency and the District agree they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site and the Project or for carrying out the expressed intention of this Site Lease.

Section 5.06. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 5.08. Authorized Officers. Whenever under the provisions of this Site Lease the approval of the Agency or the District is required, or the Agency or the District is required to take some action at the request of the other, such approval of such request shall be given for the Agency or for the District by a District Representative or an Agency Representative, as applicable, and any party hereto shall be authorized to rely upon any such approval or request.

Section 5.09. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

Section 5.10. Notices. All notices, certificates or other communications hereunder shall be sufficiently given if provided in accordance with the terms of Section 14.03 of the Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease as of the date first above written.

DOUGLAS COUNTY SCHOOL DISTRICT 0015
(DOUGLAS COUNTY WEST COMMUNITY
SCHOOLS) IN THE STATE OF NEBRASKA

By _____
Name: _____
Title: President

By _____
Name: _____
Title: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, known to me to be the President of the Board of Education of Douglas County School District 0015 (Douglas County West Community Schools) in the State of Nebraska, and _____, known to me to be the Secretary of the Board of Education of Douglas County School District 0015 (Douglas County West Community Schools), in the State of Nebraska, on behalf of such school district.

Notary Public
My commission expires: _____

[Signature Page to Site Lease]

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION

By _____
Name: _____
Title: Chairperson

By _____
Name: _____
Title: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, known to me to be the Chairperson of Nebraska Educational Building Association and _____, known to me to be the Secretary of Nebraska Educational Building Association, an interlocal agency, on behalf of such interlocal agency.

Notary Public
My commission expires: _____

[Signature Page to Site Lease]

EXHIBIT A

The Project Site described in the referenced instrument is located in Douglas County, Nebraska and is legally described as follows:

2017A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 1248.68 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 134.38 FEET; THENCE N47°24'20"W, A DISTANCE OF 123.67 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 412.09 FEET; THENCE N1°59'39"W, A DISTANCE OF 45.04 FEET; THENCE S89°31'55"E, A DISTANCE OF 147.09 FEET; THENCE S61°25'54"E, A DISTANCE OF 74.33 FEET; THENCE N73°06'33"E, A DISTANCE OF 212.74 FEET; THENCE N87°23'17"E, A DISTANCE OF 71.07 FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24' 20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 336.70 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 123732 SQUARE FEET, OR 2.84 ACRES, MORE OR LESS.

2017B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 480.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N46°48'44"W, A DISTANCE OF 848.01 FEET; THENCE N42°27'09"E, A DISTANCE OF 64.09 FEET; THENCE N17°32'14"E, A DISTANCE OF 171.42 FEET; THENCE N1°59'39"W, A DISTANCE OF 54.91 FEET; THENCE S47°24'20"E, A DISTANCE OF 229.29 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 128.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 51.33 FEET; THENCE S47°24'20"E, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 455.04

FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24'20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 767.89 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 202212 SQUARE FEET, OR 4.64 ACRES, MORE OR LESS.

2018A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1153.66 FEET; THENCE S87°35'40"W, A DISTANCE OF 128.02 FEET, TO THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 131.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 177.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 229.29 FEET; THENCE N1°59'39"W, A DISTANCE OF 184.41 FEET; THENCE S47°24'20"E, A DISTANCE OF 412.09 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE S47°24'20"E, A DISTANCE OF 123.67 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 62641 SQUARE FEET, OR 1.44 ACRES, MORE OR LESS.

2018B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1060.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 220.89 FEET, TO THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 189.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 51.33 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE N42°35'40"E, A DISTANCE OF 128.00 FEET; THENCE S47°24'20"E, A DISTANCE OF 177.00 FEET, TO THE POINT OF BEGINNING. SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 34075 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS.

[INSERT NEW PROJECT LEGAL DESCRIPTION]

QUITCLAIM DEED AND ASSIGNMENT OF INTEREST

Douglas County School District 0015 (Douglas County West Community Schools) (“Grantor”), hereby quitclaims and assigns any and all interest the Grantor has in the following described property in Douglas County, Nebraska (the “Property”) to Nebraska Educational Building Association, an entity organized and existing under the Nebraska Interlocal Cooperation Act, (“Grantee”) for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The buildings, improvements, fixtures, equipment and apparatus which are located on the following described real estate, and which were financed with proceeds of certain financings by the Douglas County West Community Schools Leasing Corporation, a Nebraska nonprofit corporation, which held a leasehold interest in such real estate during the construction of such improvements thereon:

2017A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 1248.68 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 134.38 FEET; THENCE N47°24'20"W, A DISTANCE OF 123.67 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 412.09 FEET; THENCE N1°59'39"W, A DISTANCE OF 45.04 FEET; THENCE S89°31'55"E, A DISTANCE OF 147.09 FEET; THENCE S61°25'54"E, A DISTANCE OF 74.33 FEET; THENCE N73°06'33"E, A DISTANCE OF 212.74 FEET; THENCE N87°23'17"E, A DISTANCE OF 71.07 FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24' 20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 336.70 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 123732 SQUARE FEET, OR 2.84 ACRES, MORE OR LESS.

2017B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 480.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N46°48'44"W, A DISTANCE OF 848.01 FEET; THENCE N42°27'09"E, A DISTANCE OF 64.09 FEET; THENCE N17°32'14"E, A DISTANCE OF 171.42 FEET; THENCE N1°59'39"W, A DISTANCE OF 54.91 FEET; THENCE S47°24'20"E, A DISTANCE OF 229.29 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 128.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 51.33 FEET; THENCE S47°24'20"E, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 455.04 FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24'20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 767.89 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 202212 SQUARE FEET, OR 4.64 ACRES, MORE OR LESS.

2018A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1153.66 FEET; THENCE S87°35'40"W, A DISTANCE OF 128.02 FEET, TO THE POINT OF BEGINNING: THENCE S42°35'40"W, A DISTANCE OF 131.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 177.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 229.29 FEET; THENCE N1°59'39"W, A DISTANCE OF 184.41 FEET; THENCE S47°24'20"E, A DISTANCE OF 412.09 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE S47°24'20"E, A DISTANCE OF 123.67 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 62641 SQUARE FEET, OR 1.44 ACRES, MORE OR LESS.

2018B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1060.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 220.89 FEET, TO THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 189.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 51.33 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE N42°35'40"E, A DISTANCE OF 128.00 FEET; THENCE S47°24'20"E, A DISTANCE OF 177.00 FEET, TO THE POINT OF BEGINNING. SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 34075 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS.

[INSERT NEW PROJECT LEGAL DESCRIPTION]

[Signature Pages Follow]

IN WITNESS WHEREOF said Grantor has caused this Quitclaim Deed and Assignment of Interest to be duly executed this ____ day of _____, 2023.

GRANTOR:

DOUGLAS COUNTY SCHOOL DISTRICT 0015
(Douglas County West Community Schools)

By: _____

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On the _____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn did say that _____ of _____, and that the within and foregoing instrument was signed on behalf of such entity.

NOTARY PUBLIC

My Commission Expires:

LEASE AGREEMENT

between

NEBRASKA EDUCATIONAL BUILDING ASSOCIATION,
as Lessor

and

DOUGLAS COUNTY SCHOOL DISTRICT 0015
(DOUGLAS COUNTY WEST COMMUNITY SCHOOLS)
THE STATE OF NEBRASKA,
as Lessee

Dated as of November 8, 2023

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of November 8, 2023 (this “**Lease**” or “**Agreement**”), by and between **DOUGLAS COUNTY SCHOOL DISTRICT 0015 (DOUGLAS COUNTY WEST COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA**, a Class III school district and a political subdivision of the State of Nebraska, as lessee (the “**District**”), and **NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**, as lessor (the “**Lessor**”).

WITNESSETH:

WHEREAS, the District (a) is a Class III school district and a political subdivision duly organized and validly existing under the laws of the State of Nebraska (the “**State**”), (b) is the owner of and has good and merchantable title to the site described on Exhibit A attached hereto (the “**Project Site**”), (c) is authorized pursuant to Section 79-10,107, Reissue Revised Statutes of Nebraska, as amended, and the Nebraska Interlocal Cooperation Act to lease to the Lessor the Project Site and grant certain license and easement rights to Lessor pursuant to a Site Lease, dated as of November 8, 2023 (the “**Site Lease**”), in order for the Lessor to acquire certain existing facilities and to construct, furnish and equip thereon, and adjacent thereto, certain new facilities for use by the District (as more fully described herein, the “**Project**”), (d) is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (together with Section 79-10,107, Reissue Revised Statutes of Nebraska, as amended, and the Nebraska Interlocal Cooperation Act, the “**Act**”), to lease such Project and to sublease such Project Site (collectively, as more fully described herein, the “**Leased Property**”) from the Lessor pursuant to this Lease, and (e) is authorized, under the laws of the State, including, without limitation, the Act, to execute, deliver and perform the District’s obligations under this Lease and the Site Lease; and

WHEREAS, the Lessor (a) is a joint entity duly organized and existing under the Nebraska Interlocal Cooperation Act, Sections 13-801, et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Interlocal Act**”), (b) is the owner of a leasehold interest in the Project Site pursuant to the Site Lease, and (c) is authorized, under its organizational documents, resolutions of its board and applicable law, to acquire, construct, furnish and equip the Project, to lease the Leased Property described herein to the District, and to execute, deliver and perform its obligations under this Lease and the Site Lease; and

WHEREAS, in addition to the other findings and determination of the District in the resolution authorizing this Lease Agreement adopted by the Board of Education of the District on October 17, 2023, (the “**Resolution**”) which are incorporated herein by this reference, the District has determined that the lease of the Leased Property from the Lessor pursuant to this Lease serves a public purpose and is in the best interests of the District and its residents; and

WHEREAS, the Lessor desires to lease the Leased Property to the District, and the District desires to lease the Leased Property from the Lessor, pursuant to this Lease, in exchange for payment by the District to the Lessor of lease payments from current building funds and/or general funds of the District derived from property taxes and other available funds, as described herein; and

WHEREAS, the purpose of this Lease is to facilitate the leasing of the Project located or to be located on the Project Site; and

WHEREAS, the Lessor has agreed to this Lease and to provide the costs of acquiring, constructing, furnishing and equipping of the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings in this Lease specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

The following capitalized terms shall have the following meanings in this Lease:

“*Accounting Principles*” means generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time.

“*Act*” means, collectively, Sections 13-801 to 13-827, 79-10,105 and 79-10,107, the Reissue Revised Statutes of Nebraska, as amended.

“*Additional Rentals*” means, collectively: (i) the costs and expenses incurred by the District in performing its obligations under this Lease with respect to the Leased Property, the Project, the Site Lease, and any matter related thereto and the costs and expenses incurred by the District in paying the reasonable fees and expenses of the Lessor with respect to this Lease (including Sections 10.03 and 10.06 hereof); (ii) all amounts required to fund the Rebate Fund under the Indenture; (iii) any amounts owed by the Lessor pursuant to the Indenture (excluding debt service); and (iv) all other costs and expenses incurred by the District in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals.

“*Agency Obligations*” means, collectively, the Agency’s obligations under the Indenture, including any and all bonds issued pursuant to the Indenture for payment of costs of the Project, to the extent outstanding and unpaid pursuant to the respective terms thereof.

“*Base Rental Payment Date*” has the meaning provided in Section 6.01 hereof.

“*Base Rentals*” means the payments by the District pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

“*Board*” means the members of the District’s Board of Education, their successors and assigns.

“*Construction Agreement*” means any agreement regarding construction and acquisition of the New Project which may be entered into between Lessor, as owner of the New Project, and the District, as agent of the Lessor, for purposes of or related to the construction and acquisition of the New Project.

“*Deed of Trust*” means the Combination Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents, dated November 8, 2023, by the Agency to and in favor of First-Citizens Bank & Trust Company as trustee under such deed of trust, for the benefit of the Trustee, as beneficiary under such deed of trust.

“*District*” means Douglas County School District 0015 (Douglas County West Community Schools) in the State of Nebraska, a Class III school district and a political subdivision duly organized and validly existing under the laws of the State.

“*District Representative*” means any one of the President of the Board, the Superintendent of Schools or any other person or persons designated to act on behalf of the District for the purposes of performing any act under this Lease or under any Construction Agreement by a written certificate furnished to the Lessor containing the specimen signature of such person and signed on behalf of the District by any officer of the Board. The identity(ies) of the District Representative(s) may be changed by the District from time to time by furnishing a new certificate to the Lessor.

“*Environmental Laws*” means all federal, state and local laws, including rules of common law, statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process wastewater or otherwise relating to the environment or hazardous substances, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

“*Equipment*” means the equipment and other personal property acquired as part of the Project, as such equipment and other personal property is modified pursuant to Section 8.05, 8.06 or 8.07.

“*Event of Default*” means an event described in Section 12.01(a) hereof.

“*Existing Project*” means the elementary school facilities financed with proceeds of certain obligations of the Leasing Corporation as described in the Resolution.

“*Financing Costs*” means administrative costs of structuring the financing of the Project by the Lessor, including, but not limited to, any fees and expenses relating to the Agency Obligations and Indenture, any fees and expenses of any broker or advisor who provides services in connection with structuring the financing of the Project, any fees or expenses of the District prior to the Completion Date, legal fees and expenses, bank’s fees and expenses, costs of immediately available funds, costs of publication and printing, accountants’ fees and recording and filing fees.

“*Financing Documents*” means this Lease, the Indenture, the Agency Obligations, the Resolution, any Construction Agreement, the Site Lease, the Tax Agreement, and the Deed of Trust and any and all other documents and instruments executed by the Lessor and delivered in connection with the financing transactions contemplated hereby.

“*Fiscal Year*” means the District’s fiscal year, which begins on September 1 of each year and ends on August 31 of such year.

“*Force Majeure*” means any event that is not within the control of the District, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, transmission pipes or canals.

“*Hazardous Substances*” means any dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response

Compensation and Liability Act of 1980, and/or the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq. and 42 U.S.C. § 9601 et seq.), as amended, or any other Environmental Laws, and also includes urea formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos-containing materials, nuclear or radioactive fuel or waste, infectious waste, and petroleum, including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, substance, pollutant or contaminant which would subject the Project to any damages, penalties or liabilities under any applicable law, statute, code, ordinance, regulation, requirement or rule.

“*Improvements*” means the site improvements, buildings, fixtures, and other improvements and modifications of property and facilities located on the Project Site described in Exhibit B hereto and as may be modified pursuant to Section 8.05 or 8.07 hereof.

“*Indenture*” means the Trust Indenture and Security Agreement between the Lessor and First-Citizens Bank & Trust Company, as trustee, dated as of November 8, 2023, and all supplements and amendments thereto, to the extent outstanding and in effect pursuant to the terms thereof.

“*Independent*” means as applied to any Person giving a Certificate or Opinion, one who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the Agency Obligations; and (iii) is not connected with the Lessor as an officer or employee thereof.

“*Independent Counsel*” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the District or the Lessor.

“*Lease*” means this Lease Agreement and any amendment or supplement hereto.

“*Leased Property*” means, collectively, the Lessor’s interest in the Project Site and the Project, including any other property that may be defined as part of the Leased Property pursuant to any amendment hereof.

“*Lease Term*” has the meaning provided in Section 4.01 hereof.

“*Leasing Corporation*” means the Douglas County West Community Schools Leasing Corporation, a Nebraska nonprofit corporation, organized by the District.

“*Lessor*” means Nebraska Educational Building Association, or any successor thereto.

“*Lessor Representative*” means any officer of the Lessor and any other person or persons designated to act on behalf of the Lessor under this Lease and any Construction Agreement by a written certificate furnished to the District and the Lessor containing the specimen signature of such person and signed on behalf of the Lessor by any officer of the Lessor. The identity of the Lessor Representative may be changed by the Lessor from time to time by furnishing a new certificate to the District.

“*Net Proceeds*” means (a) the gross proceeds received from any event referred to in Section 8.06(a) hereof or Section 8.07(a) hereof, minus (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to Section 8.06(a)(ii) hereof shall be deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

“*Permitted Encumbrances*” means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 8.02(b) hereof; (b) this Lease;

(c) easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions which the District Representative certifies will not adversely affect the value, or interfere with or impair the effective use or operation, of the Leased Property, including easements granted pursuant to Section 8.03 hereof; (d) any financing statements filed with respect to the Lessor's interest in the Leased Property, this Lease or any Construction Agreement; (e) the Deed of Trust; (f) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (g) any claim filed pursuant to the Act; (h) any applicable zoning requirements; and (i) such easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property, which do not, with respect to any of them, in the opinion of the Lessor, materially impair title to the Leased Property.

"Project" means the Existing Project, and the design, acquisition, construction, installation, furnishing and equipping of the Improvements and Equipment, described in Exhibit B hereto, whether now in existence or as constructed or acquired as contemplated herein and located on the Project Site.

"Project Costs" means, with respect to the Project, all costs and expenses to be incurred, and the reimbursement to the District for all costs and expenses heretofore incurred by the District prior to the Completion Date (except as otherwise provided below), including, without limitation:

- (a) the purchase price, and other costs incurred in connection with acquiring the Leased Property or obtaining or confirming the title thereto;
- (b) all obligations incurred or assumed for labor, materials and equipment in connection with the Project;
- (c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate in connection with the Project;
- (d) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications in connection with the Project;
- (e) administrative costs related to the Project incurred prior to the related Completion Date, including supervision of the construction, acquisition, renovation and installation as well as the performance of all of the other duties required by or consequent upon the Project, including, without limitation, costs of preparing and securing all Financing Documents, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;
- (f) all costs which shall be required to be paid under the terms of any construction or materials contract;
- (g) all costs which are considered to be a part of the Project Costs in accordance with generally accepted accounting principles;
- (h) payment of the interest component of the Base Rentals through the Completion Date;

(i) Financing Costs; and

(j) any and all other costs necessary to effect the Project or to acquire or improve any Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the Base Rentals.

“*Project Site*” means the real property described in Exhibit A attached hereto, including any property added to or substituted for any portion of the Project Site, and less any real property released from this Lease pursuant to Article VIII hereof.

“*Purchaser*” means, initially, First-Citizens Bank & Trust Company, in its capacity as purchaser of the initial Agency Obligations, and any permitted successors and assigns.

“*Rebate Fund*” means the special fund created by the District’s federal tax certificate.

“*Requirement of Law*” means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common-law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including, but not limited to, any of the foregoing relating to zoning, environmental, health or safety issues.

“*Special Building Fund*” means the special fund of the District established pursuant to Section 79-10,120, R.R.S. Neb., as amended, and funded from the proceeds of an annual levy of not to exceed fourteen cents on each one hundred dollars upon the taxable value of all taxable property in the District which shall be in addition to any other taxes authorized to be levied for school purposes.

“*State*” means the State of Nebraska.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties by the Lessor. The Lessor makes the following representations, covenants and warranties:

(a) The Lessor (i) is duly organized and existing under the laws of the State, including the Interlocal Act, (ii) is duly qualified to do business in the State, and (iii) is authorized, under its organizational documents, action of its board of directors and applicable law, to own a leasehold interest in the Project Site, to own the Project, to lease the Leased Property to the District and to execute, deliver and perform its obligations under this Lease.

(b) The execution and delivery of the Financing Documents, the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of the Financing Documents will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Lessor is a party or by which it or any of its property is bound, or the Lessor’s organizational documents or any order, rule or regulation applicable to the Lessor or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or

assets of the Lessor under the terms of any instrument or agreement to which the Lessor is a party.

(c) The Lessor is leasing the Leased Property to the District, all for the purpose of furthering the public purposes of the Act and the Interlocal Act.

(d) There is no litigation or proceeding pending or threatened against the Lessor or any other Person affecting the right of the Lessor to execute, deliver or perform its obligations under the Financing Documents to which it is a party.

(e) The Lessor shall have no authority to operate the Leased Property as a business or in any other manner except as the lessor thereof.

(f) No member of the Lessor's board or any other officer of the Lessor has any significant or conflicting interest, financial, employment or otherwise, in the District, in the Leased Property or in the transactions contemplated hereby, except as full-time employees of the District or members of the District's Board.

Section 2.02. Representations, Covenants and Warranties by the District. The District makes the following representations, covenants and warranties:

(a) The District is a Class III school district and a political subdivision and validly existing under the laws of the State.

(b) The District is authorized, under the laws of the State, including, but not limited to, the Act, to lease the Project Site to the Lessor, to lease the Leased Property from the Lessor and to execute, deliver and perform its obligations under the Financing Documents.

(c) The lease of the Project Site to the Lessor pursuant to the Site Lease and the lease of the Leased Property from the Lessor pursuant to this Lease serve a public purpose and are in the best interests of the District.

(d) The execution, delivery and performance by the District of the Financing Documents have been duly authorized by the District.

(e) The execution, delivery and performance of the respective terms of the Financing Documents by the District do not and will not materially conflict with or result in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or any law, or constitute a material default under any of the foregoing or, except as specifically provided in the Financing Documents, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District.

(f) The construction, furnishing and equipping of the Project by the Lessor and the leasing of the Leased Property by the Lessor to the District will advance the purposes of the Act.

(g) The District will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the District's purpose and operations; and the District expects that the Leased Property will adequately serve the needs for which it is being leased.

(h) The Base Rentals and Additional Rentals payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place the District under an economic compulsion (i) to continue this Lease beyond the current Lease Term, or (ii) not to exercise the District's right to terminate the renewals of this Lease. In making the representations, covenants and warranties set forth above in this subsection, the District has given due consideration to the Leased Property, the purposes for which the Leased Property will be used by the District, the benefits to the District from the use of the Leased Property, and the terms of this Lease governing the use of the Leased Property.

(i) The District presently intends and expects to continue renewals of this Lease for so long as the Lessor allows the Leased Property to be leased by the District, but this representation does not obligate or otherwise bind the District or contravene the Act.

(j) The Leased Property will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(k) The Leased Property is located wholly within the geographic boundaries of the District.

(l) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform its obligations under the Financing Documents.

(m) The District is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(n) During the time the District owned the Project Site, no Hazardous Substances were located, used, stored, disposed of, possessed, managed, processed, generated, transported, treated, discharged or released in, on, from or with respect to the Project Site (including groundwater contamination) and no above ground or underground storage tanks were located on the Project Site.

(o) The District shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property or the Project in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

(p) Neither the District nor the Leased Property (i) is subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Substances or other environmental problem, impairment or liability with respect to the Leased

Property; or (ii) to its knowledge is in, or with any applicable notice and/or lapse of time and/or failure to take certain curative or remedial actions will be in, violation of any Environmental Laws.

ARTICLE III

GRANTING PROVISIONS; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Initial Lease of Project Site. Simultaneously with the delivery of this Lease, the District is leasing to the Lessor the Project Site, as set forth in Exhibit A attached hereto, and granting a license and easement over other property of the District to the Lessor pursuant to the Site Lease.

Section 3.02. Granting of Leasehold Estate. The Lessor hereby demises and leases the Leased Property to the District in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.03. Enjoyment of Leased Property. The Lessor covenants that during the Lease Term and so long as no Event of Default shall have occurred, the District shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease.

Notwithstanding any other provision in this Lease, the Lessor will have no responsibility to maintain, repair or insure the Project. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of Article VII. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review, the District may refrain from complying therewith if the District furnishes, on request, to the Lessor, at the District's expense, indemnity satisfactory to the Lessor.

Section 3.04. Financing. The District acknowledges that the Lessor has entered into, or shall enter into, the Indenture and issue the Agency Obligations in connection with the financing of the Leased Property with respect to this Lease and has granted a first mortgage on, a security interest in and an assignment of leases and rents of the Leased Property pursuant to the Deed of Trust to secure its obligations under such Indenture. The District also acknowledges that from time to time the Lessor may desire to refinance the then outstanding Agency Obligations under the Indenture. The District has reviewed the Indenture and the Deed of Trust and acknowledges the terms thereof. The District agrees that its interest in the Leased Property and all of its interest hereunder are now and shall at all times be subject and subordinate to the Indenture and the Deed of Trust, whether the same is now existing or hereafter created and without the need for any act or agreement by the District; provided, however that so long as the District continues to perform all of its obligations under this Lease, its tenancy shall remain in full force and effect notwithstanding Lessor's default in connection with the Indenture or the Deed of Trust or any resulting foreclosure or sale of the Leased Property or transfer in lieu of such proceedings.

Section 3.05. Attornment. If any proceedings are brought for the foreclosure of, or following exercise of the power of sale under, the Deed of Trust as described in Section 3.04 above, the District shall attorn to the Purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The term of this Lease shall commence on November 8, 2023, and shall extend for seven years thereafter, subject to subsection (b) of this Section (the **“Lease Term”**).

(b) The Lease Term shall automatically renew for a new seven-year term on November 1, 2024, and on November 1 of each year thereafter; provided, however, no such renewal shall occur if (i) either the District or Lessor give notice on or before such date of renewal that it is not renewing the Lease Term, or (ii) the District and Lessor mutually agree to nonrenewal, either of which nonrenewal shall be effective for all annual renewals thereafter. Notwithstanding the foregoing, the party which provided notice of nonrenewal may reinstate the renewal for future years if such party provides notice to reinstate renewals prior to the end of the current Lease Term.

(c) Notwithstanding the foregoing, the Lease Term shall expire upon the termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof.

Section 4.02. Effect of Termination of Lease Term.

Upon termination of the Lease Term:

(a) All obligations of the District that accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) The District’s right to possession of the Leased Property hereunder shall terminate and (i) the District shall, within 45 days, (A) vacate the Project Site and the Improvements and (B) deliver the Equipment to the Lessor at the location at which it is being used; and (ii) if the termination is pursuant to an Event of Default in accordance with Section 12.02(a), pay Base Rentals for the remainder of the Lease Term as if such termination did not occur and Additional Rentals to the extent required pursuant to Section 12.02(d) hereof.

ARTICLE V

THE PROJECT

Section 5.01. Construction, Furnishing and Equipping of the Project. The District, agrees to take reasonable actions to assist the Lessor in causing the acquisition, construction, design, installation, furnishing and equipping of the Improvements and the Equipment, subject, however, to the limitations of Section 5.02 hereof. The District further agrees to assist the Lessor in acquiring any and all interests the District or the Leasing Corporation has in the Existing Project, and shall execute and deliver any and all instruments, certificates, agreements, warranties, releases, and other documents which may be useful or necessary in connection with such acquisition and transfer to the Lessor in exchange for Lessor’s

financing of the Existing Project on a long-term basis and lease of the Existing Project to the District pursuant to this Lease.

Section 5.02. Limitation on the Lessor's Obligation With Respect to Project. The obligation of the Lessor to pay costs with respect to the acquisition, construction, design, installation, equipping and funding of the Project pursuant to Section 5.01 hereof shall be limited to the net proceeds of the Agency Obligations (the "**Fixed Price**"). Proceeds of the Agency Obligations for the payment of Project Costs shall be disbursed pursuant to the Indenture. Any Project Costs in excess of such net proceeds shall be paid by the District, which the District expects to pay from its special building fund or other legally available funds for such purpose, and all such payments by the District shall be and are hereby determined to be appropriation of funds by the District to the Lessor pursuant to Section 13-806 of the Act.

Section 5.03. Modification of Project; Additional Funds. The funds available under Section 5.02 hereof, including District funds referenced in the last sentence of Section 5.02, are expected by the Lessor and the District to be sufficient to pay the costs of acquiring, constructing, designing, installing, furnishing, equipping and financing the Project pursuant to Section 5.01 hereof. If at any time the Lessor or the District determines that such funds will not be sufficient to pay such costs, it shall immediately notify the other in writing. Following any such notice, the Lessor and the District, first, will negotiate in good faith in an attempt to agree to modify the plans and specifications then in effect for the New Project so as to permit the New Project Project to be constructed, acquired and installed with the funds available under Section 5.02 hereof.

ARTICLE VI

BASE RENTALS AND ADDITIONAL RENTALS

Section 6.01. Payment of Base Rentals. During the Lease Term the District shall pay to the Lessor from current building funds and/or general funds of the District and other funds legally available for such purposes, in immediately available funds, the Base Rentals due on each payment date (each, a "**Base Rental Payment Date**") in the amounts and on the dates as reflected in Exhibit C attached to this Lease, which may be modified from time to time solely as set forth herein.

Section 6.02. Payment of Additional Rentals. The District shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay, from current building funds and/or general funds of the District and other funds legally available for such purposes, Additional Rentals directly to the Persons to which they are owed in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations. The obligation of the District to pay Base Rentals and Additional Rentals during the Lease Term shall be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property, subject only to the other Sections of this Article and Sections 7.01(b) and 8.02(b) hereof. Notwithstanding any dispute between the District and the Lessor and any other Person relating to the Leased Property, the District shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due; the District shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of such dispute and shall not assert any right of setoff or counterclaim against its obligation to pay Base Rentals or Additional Rentals; provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the District of any rights, claims or defenses which the District may assert, and no action or inaction on the part of the Lessor shall affect the District's obligation to pay Base Rentals or Additional Rentals during the Lease Term.

Section 6.04. Limitations on Obligations of the District.

- (a) Payment of Base Rentals and Additional Rentals by the District shall be paid from funds legally available for such purposes.
- (b) The District's obligations under this Lease shall not be subject to reduction.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The District shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

- (i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;
- (ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;
- (iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the full replacement value of the Improvements and the Equipment and during the acquisition, construction and equipping of the Project, builders' risk insurance; and
- (iv) public liability insurance with respect to the activities to be undertaken by the District in connection with the Leased Property, and this Lease in such amounts with such limits as are commercially reasonable for the intended use of the Leased Property.

(b) Except for Permitted Encumbrances, the District shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the District shall first notify the Lessor of the intention of the District to do so, the District may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, upon any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Lessor shall notify the District that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the District from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item, the interest of the Lessor in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the District, the Lessor will cooperate fully with the District in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an

amount deemed reasonable by the District; (ii) each insurance policy provided by a commercial insurer shall be rated "A" or better; (iii) if such insurance policy is provided by a commercial insurer, each insurance policy shall be so written or endorsed as to make losses, if any, payable to the District and the Lessor, as their respective interests may appear; (iv) each insurance policy issued by commercial insurer shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the District or the Lessor without first giving written notice thereof to the District and the Lessor at least 30 days in advance of such cancellation or modification; (v) a certificate evidencing each such policy shall be deposited with the Lessor by July 31 of each year, commencing July 31, 20__; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the District; and (vii) each insurance policy shall explicitly waive any co-insurance penalty.

The Lessor shall have no responsibility for the monitoring, renewing or receiving of the insurance or documents pertaining thereto except as provided herein.

(d) The District may, in its discretion, provide any of the insurance required by subsection (a) of this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(e) The District may, in its discretion, provide all or any portion of the insurance required by subsection (a) of this Section by self-insurance, provided that the following conditions are met: (i) the self-insurance program is approved by an independent insurance consultant referred to in subsection (f) of this Section; and (ii) the self-insurance program is maintained on an actuarially sound basis.

(f) The District shall cause an insurance consultant, which may be the person providing the insurance, to annually review the coverage of the policies of insurance or self-insurance maintained pursuant to this Section and to make recommendations thereon, and shall comply with such recommendations.

Section 7.02. Maintenance and Operation of Leased Property. The District shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.06, 8.07 and 8.08 hereof.

ARTICLE VIII

OWNERSHIP, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY; DAMAGE OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Title to Leased Property. The Leased Property shall be held in the name of the Lessor, subject to this Lease, until termination of this Lease or the Leased Property is transferred or otherwise disposed of as provided herein, and the District shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article IX or XII hereof and except for Permitted Encumbrances, (i) the District shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and (ii) the District shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the District shall first notify the Lessor and the Trustee of the intention of the District to do so, the District may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property and, upon any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Lessor or the Trustee shall notify the District that, in the opinion of Independent Counsel, whose fees shall be paid by the District as Additional Rentals, by failing to discharge or satisfy such item, the interest of the Lessor in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a waiver by the District of the right to continue to contest such item. At the request of the District, the Lessor will cooperate fully with the District in any such contest.

Section 8.03. Granting of Easements. As long as no Event of Default shall have happened and be continuing, the Lessor shall, at the request of the District (to the extent permitted under the Indenture):

(a) consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder or under the Indenture or the Deed of Trust;

(b) consent to the release of existing easements, licenses, rights-of-way and other rights and privileges with respect to the Leased Property, free from this Lease, the Indenture and the Deed of Trust and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the District Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing by the District. The District may, subject to Section 10.04 hereof, (a) permit groups or individuals to use all or any portion of the Leased Property pursuant to the District's policies for community use of District facilities and (b) sublease or grant the right to use or otherwise permit other Persons to use all or any portion of the Leased Property for other purposes, provided that the following conditions are satisfied for any sublease, grant or use pursuant to clause (b):

(i) this Lease, and the obligations of the District hereunder, shall remain obligations of the District, and the District shall maintain its direct relationship with the Lessor, notwithstanding any such sublease, grant or use;

(ii) if the sublease, grant or use is either (A) with respect to all the Leased Property or (B) makes it impossible or impractical for the District to use any substantial portion of the Leased Property for governmental purposes for any substantial period of time, the Lessor will consent to such sublease, grant or use, which consent shall not be unreasonably withheld.

Section 8.05. Modification of Leased Property. The District, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease; and (d) with respect to substitutions, the District has provided the following to the Lessor: (i) a certificate of useful life demonstrating that the useful life of the substituted property meets or exceeds the originally expected useful life of the released property; (ii) a certification that the essentiality of the substituted property is comparable to that of the released property; (iii) an opinion from Bond Counsel to the effect that such substitution will not cause the District to violate its covenant set forth in Section 10.04 hereof; and (iv) a certification from the District that there are no prior liens on the substituted property other than liens that would constitute Permitted Encumbrances thereon.

Section 8.06. Replacement and Substitution of Equipment.

(a) The District shall have no obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where the District determines that any Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the District may (acting for the Lessor) sell, trade in, exchange or otherwise dispose of such Equipment (as a whole or in part) without any responsibility or accountability to the Lessor therefor; provided, however, that if any Equipment has an original purchase price of at least \$25,000 individually, or at least \$1,000,000 collectively (counting only those items of Equipment with individual purchase prices of \$10,000 or more), the District shall comply with one of the following two conditions with the sale, trade-in, exchange or other disposition of such Equipment:

(i) the District shall substitute (by direct payment of the costs thereof or by designating equipment or personal property not theretofore included as part of the Leased Property) other equipment or personal property having (A) equal or greater value and utility (but not necessarily having the same function) in the operation of the Leased Property and (B) a useful life of not less than the remaining useful life of the item of Equipment for which it is substituted; or

(ii) the District shall not make any such substitution, provided that (A) if the item of Equipment is sold to anyone other than the District, the District shall pay to the Lessor, (B) if the item of Equipment is traded in for other equipment or personal property that is not to be included in the Leased Property, the District shall pay to the Lessor and (C) if the item of Equipment is sold or disposed of to the District, then the District shall

pay to the Lessor, an amount equal to the original purchase price thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

(b) The District shall promptly report in writing to the Lessor each substitution, sale, trade-in, exchange or other disposition that must meet one of the conditions set forth in clause (i) or (ii) of subsection (a) of this Section and will pay amounts due to the Lessor thereunder promptly following any sale or disposition pursuant to clause (ii) of subsection (a) of this Section. All equipment or personal property substituted for Equipment pursuant to this Section shall be free of all liens and encumbrances that are not Permitted Encumbrances and shall become a part of the Equipment, and the District shall execute and deliver to the Lessor a bill of sale transferring title to the substituted equipment or personal property to the Lessor.

(c) The District will not remove, or permit the removal of, any of the Equipment except in accordance with this Section, Section 8.05 or 8.07 or Article IX hereof. The Lessor shall cooperate with the District in implementing the District's rights to dispose of Equipment pursuant to this Section and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

(d) The disposal of any portion of the Equipment pursuant to this Section shall not entitle the District to any postponement, abatement or diminution of the Base Rentals or Additional Rentals required to be paid hereunder.

Section 8.07. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property.

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the District or the Lessor in the Leased Property (or any portion thereof) is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Project shall be deposited into a special trust fund held by the Lessor.

(b) Such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the District.

(c) The District shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Project without the written consent of the Lessor.

(d) No event described in subsection (a) of this Section shall affect the obligation of the District to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part; subject, however, to Article VI hereof.

Section 8.08. Condemnation by the District. The District agrees that, to the extent permitted by law, it shall not bring an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property.

Section 8.09. Personal Property of the District. The District, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

NO OPTION TO PURCHASE THE LEASED PROPERTY

Section 9.01. No Purchase Option. The District shall have no rights hereunder to purchase the Leased Property.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Default has occurred, the Lessor and the District shall have full power to carry out the acts and agreements provided herein, and the Lessor and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance With Requirements of Law. On and after the date hereof, the Lessor and the District shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the District, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the request of and at the cost of the District (payable as an Additional Rental hereunder), the Lessor shall join and cooperate fully in any legal action in which the District asserts its right to the enjoyment of the Leased Property that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the District's enjoyment of the Leased Property for which the District is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the District's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Lessor and upon a determination by the District that such action is in the best interests of the District, the District shall, at the cost of the District (payable as an Additional Rental hereunder), join and cooperate fully in any legal action in which the Lessor asserts its ownership of or interest in the Leased Property that involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Lessor is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Lessor or the performance of its obligations hereunder.

Section 10.04. Tax Covenants. The District will adopt such resolutions and take such actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Lessor's financing will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the District.

Section 10.05. Reimbursement. To the extent disbursements from the Lessor are used to reimburse the District for Project Costs incurred by or on behalf of the District (which costs are referred to in this subsection as the "reimbursed costs"), the District covenants that:

(a) the reimbursed costs are for items that would have to be capitalized for federal income tax purposes (determined without regard to any election to treat such costs in another manner) if the District was subject to federal income taxation; and

(b) none of the amounts paid to the District to reimburse it for the reimbursed costs are reasonably expected to be used to pay any amounts payable by the District under this Lease.

Section 10.06. Payment of Fees and Expenses of the Lessor. The District shall pay as Additional Rentals the reasonable fees and expenses of the Lessor (subject to any agreement with the Lessor limiting the amount of such fees and expenses) in connection with the Leased Property, the Project, this Lease, the Indenture, the Deed of Trust, any agreement related to the acquisition and construction of the Project, or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Lessor or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct of the Lessor or its directors or officers.

Section 10.07. District Appropriations. Amounts equal to any Base Rentals or Additional Rentals owed by the District to the Agency under this Lease shall be appropriated by the District to the Agency during the Lease Term pursuant to Section 13-806 of the Interlocal Act, to the extent not made pursuant to the other terms of this Lease.

Section 10.08. District Lease Renewal Confirmations and Financial Information.

Throughout the Lease Term, the District shall take the following actions and deliver to the Lessor:

- (a) the District’s annual financial statements, as audited by an Independent certified professional accountant, within 120 days after the end of each Fiscal Year, commencing with the Fiscal Year ending August 31, 2023, or at such time as such audited financial statements are available;
- (b) the District’s unaudited quarterly financial statements as of each November 30, February 28, May 31 and August 31, within 30 days after the end of each such quarter commencing with the quarter ending November 30, 2023;
- (c) the documents in effect each month which reflect the budget for the New Project;
- (d) a copy of a signed resolution, which shall be adopted by the District’s Board to ratify the automatic renewal of the Lease Term provided in Section 4.01(b) of this Lease by October 15 of each Fiscal Year, commencing October 15, 2024, and which resolution shall be in the form of the resolution attached hereto as Exhibit D (provided, however, any failure by the District to adopt any such resolution shall not affect the validity of the automatic renewal as provided in Section 4.01(b) of this Lease); and
- (e) a copy of the District’s annual budget, as approved by the District’s Board, by October 1 of each Fiscal Year, commencing with the Fiscal Year beginning on September 1, 2024.

The District shall provide the Lessor with reasonable access to the books of records and accounts relating to the Project and such other information as it may reasonably request.

Section 10.09. Financial Covenants of the District. Throughout the Lease Term, the District agrees as follows:

- (a) The District expects payments hereunder shall be made from the Special Building Fund (as permitted by Section 79-10,105 of the Act), the general fund, and any other funds legally available to the District. The District agrees that it shall levy, to the extent legally permitted, \$0.14 per \$100 of valuation of the District in the Special Building Fund and the maximum amount permitted in the general fund of the District for payment of amounts expected to be due under this Lease and for other purposes of the District throughout the term of this Lease. ~~The~~Before the District ~~shall allow~~allows expenditures from the Special Building Fund for purposes other than paying amounts due hereunder ~~only if,~~ the total net receipts of the Special Building Fund, ~~(which shall include receipts from state and local sources, plus transfers in from other funds of the District and the beginning budgetary fund balance, in any, minus other disbursements not paid as Base Rentals) for the prior~~ fiscal year must exceed 1.2 times the total of the amount of Base Rentals ~~payable~~actually paid under this Lease ~~during the same fiscal year.~~ Such coverage shall be tested annually based on the audited financial statements of the District when delivered pursuant to Section 10.08(a) herein beginning with the Fiscal Year ending August 31, 2024. For purposes of calculating such coverage, ~~the District shall include expenditures for such Base Rentals and expenditures for purposes other than payment of Base Rentals in calculating the denominator, but may exclude amounts expended from the Special Building Fund accumulated from prior fiscal years in such calculation, and restrictions on the Special Building Fund, the District shall exclude the beginning and ending fund balance in the Special Building Fund and any expenditure thereof.~~

(b) The District shall not enter into any other agreement, issue bonds, or incur additional obligations payable from the Special Building Fund of the District payable over multiple years if such obligations would exceed payments required from the District in excess of \$100,000 per year, without prior written approval from the Agency. The District acknowledges that the terms of the Indenture may limit the Agency's ability to independently grant any such approval.

ARTICLE XI

LIMITS ON OBLIGATIONS OF THE LESSOR

Section 11.01. Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. In no event shall the Lessor be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

Section 11.02. Financial Obligations of the Lessor Limited. All financial obligations of the Lessor under this Lease, except those resulting from its negligence or willful misconduct, are expressly limited to the terms hereof.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) failure by the District to pay any Base Rentals to the Lessor on or before the applicable Base Rental Payment Date, and failure to cure such nonpayment after the expiration of ten (10) days after written notice thereof;

(ii) failure by the District to pay any Additional Rental, or if such Additional Rental is payable to a Person other than the Lessor, when nonpayment thereof has, or may have, a material adverse effect upon the Leased Property or the interest of the Lessor in the Leased Property, and failure to cure such nonpayment after the expiration of ten (10) days after written notice thereof;

(iii) failure by the District to vacate the Project Site and the Improvements and to surrender the Equipment included in the Leased Property within 90 days in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the District in all or any portion of this Lease or the Leased Property in violation of Section 13.02(a) hereof;

(v) failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Lessor, or the Lessor agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected;

(vi) an event of default shall exist under any other lease or agreement between the District and the Lessor; or

(vii) an event of default shall exist under the Indenture.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the District shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term; and

(ii) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the District shall not be deemed in default during the continuance of such inability; provided, however, that the District shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the District from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the District to immediately vacate the Project Site and the Improvements and to surrender the Equipment, in the manner provided in Section 4.02(b) hereof;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment in any lawful manner; provided, however, that the Lessor may not recover from the District any deficiency which may exist following the liquidation of the Equipment;

(c) take possession of the Leased Property (in which event the District will take all actions necessary to authorize, execute and deliver to the Lessor for the remainder of the Lessor's leasehold term under the Site Lease all documents necessary to vest in the Lessor, for the remainder of the Lessor's leasehold term under the Site Lease, all of the District's interest in the Project), and sell the Lessor's interest in the Project or lease the Project or sublease the Project continuing to hold the District liable for the difference between (i) the Base Rentals payable by the District hereunder for the Lease Term, and (ii) the net proceeds of any such sale, leasing or

subleasing (after deducting all expenses of the Lessor in exercising its remedies under this Lease, including, without limitation, all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses), provided Lessor shall take any and all action appropriate to mitigate its damages;

(d) recover from the District:

(i) the Base Rentals for the remainder of the Lease Term, regardless of when the District vacates the Project Site and Improvements and delivers the Equipment to the Lessor; and

(ii) the Additional Rentals for the remainder of the Lease Term, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date, the District vacates the Leased Property and Improvements, if any, and delivers the Equipment to the Lessor;

(e) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the District set forth in Section 12.03 hereof and the limitations on the obligations of the Lessor set forth in Article X hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the District by reason of an Event of Default only as to the District's liabilities described in Section 12.02(d) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Lessor may waive any Event of Default under this Lease and its consequences. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) If the Lessor waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the District of Base Rentals then due and owing shall be paid to the Lessor to be applied in accordance with the terms hereof.

ARTICLE XIII

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 13.01. Assignment by the Lessor. The Lessor shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease, assign, convey or otherwise transfer to any Person any of the Lessor's interest in the Leased Property or the Lessor's rights, title or interest in, to or under this Lease.

The Lessor shall, pursuant to the Indenture, assign its right, title and interest in the Leased Property, this Lease and in the Site Lease and pledge any rents, revenues and receipts receivable by it under this Lease, including the Base Rentals, as security for payment of the principal of and interest on the Agency Obligations, and the District hereby consents to such pledge and assignment. This assignment and pledge is intended to be an absolute assignment from the Lessor to the Trustee under the Indenture for the benefit of the holders of the Agency Obligations and not merely the passing of a security interest. The District acknowledges the Lessor's assignment to the Trustee.

Section 13.02. Transfer of the District's Interest in Lease and Leased Property Prohibited. Except as otherwise permitted by Section 8.04 hereof with respect to subleases, grants or uses of the Leased Property or as otherwise required by law, the District shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the District and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 14.02. The Lessor and the District Representatives. Whenever under the provisions hereof the approval of the Lessor or the District is required, or the District or the Lessor is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Lessor Representative and for the District by the District Representative, and the District and the Lessor shall be authorized to act on any such approval or request.

Section 14.03. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when hand delivered or mailed by certified or registered mail, postage prepaid, addressed to the District or the Lessor at the office of the District. The District and the Lessor may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the District or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the District or the

Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the District or the Lessor or any natural person executing this Lease or any related document or instrument.

Section 14.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed; provided, however, the Lessor shall not be permitted to make any such amendment or modification unless and to the extent permitted by the Indenture.

Section 14.06. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.07. Severability. If any provision of this Lease, other than the obligation of the District to pay Base Rentals or Additional Rentals hereunder and the obligation of the Lessor to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.08. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.09. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease.

Section 14.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor and the District have executed this Lease as of the date first above written.

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION, as Lessor

By _____
Name: _____
Title: Chairperson

By _____
Name: _____
Title: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, known to me to be the Chairperson of Nebraska Educational Building Association and _____, known to me to be the Secretary of Nebraska Educational Building Association, an interlocal agency, on behalf of such interlocal agency.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

DOUGLAS COUNTY SCHOOL DISTRICT 0015
(DOUGLAS COUNTY WEST COMMUNITY
SCHOOLS) IN THE STATE OF NEBRASKA

By _____
Name: _____
Title: President

By _____
Name: _____
Title: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, known to me to be the President of the Board of Education of Douglas County School District 0015 (Douglas County West Community Schools) in the State of Nebraska, and _____, known to me to be the Secretary of the Board of Education of Douglas County School District 0015 (Douglas County West Community Schools), in the State of Nebraska, on behalf of such school district.

Notary Public
My commission expires:_____

[Signature Page to Lease Agreement]

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The Project Site described in the referenced instrument is located in Douglas County, Nebraska and is legally described as follows:

2017A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 1248.68 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 134.38 FEET; THENCE N47°24'20"W, A DISTANCE OF 123.67 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 412.09 FEET; THENCE N1°59'39"W, A DISTANCE OF 45.04 FEET; THENCE S89°31'55"E, A DISTANCE OF 147.09 FEET; THENCE S61°25'54"E, A DISTANCE OF 74.33 FEET; THENCE N73°06'33"E, A DISTANCE OF 212.74 FEET; THENCE N87°23'17"E, A DISTANCE OF 71.07 FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24' 20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 336.70 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 123732 SQUARE FEET, OR 2.84 ACRES, MORE OR LESS.

2017B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 480.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 33.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID BLOCK 3, SCHOOL PARK ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N46°48'44"W, A DISTANCE OF 848.01 FEET; THENCE N42°27'09"E, A DISTANCE OF 64.09 FEET; THENCE N17°32'14"E, A DISTANCE OF 171.42 FEET; THENCE N1°59'39"W, A DISTANCE OF 54.91 FEET; THENCE S47°24'20"E, A DISTANCE OF 229.29 FEET; THENCE N87°35'40"E, A DISTANCE OF

14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 128.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE S42°35'40"W, A DISTANCE OF 51.33 FEET; THENCE S47°24'20"E, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 455.04 FEET, TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT ALSO BEING ON SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION; THENCE S2°24'20"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CENTER STREET, SAID LINE ALSO BEING SAID EAST LINE OF BLOCK 3, SCHOOL PARK ADDITION, A DISTANCE OF 767.89 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 202212 SQUARE FEET, OR 4.64 ACRES, MORE OR LESS.

2018A Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1153.66 FEET; THENCE S87°35'40"W, A DISTANCE OF 128.02 FEET, TO THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 131.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 177.00 FEET; THENCE S87°35'40"W, A DISTANCE OF 14.14 FEET; THENCE N47°24'20"W, A DISTANCE OF 229.29 FEET; THENCE N1°59'39"W, A DISTANCE OF 184.41 FEET; THENCE S47°24'20"E, A DISTANCE OF 412.09 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE S47°24'20"E, A DISTANCE OF 123.67 FEET, TO THE POINT OF BEGINNING.

SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 62641 SQUARE FEET, OR 1.44 ACRES, MORE OR LESS.

2018B Project Legal Description

A PART OF BLOCK 3, SCHOOL PARK ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N2°24'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1060.79 FEET; THENCE S87°35'40"W, A DISTANCE OF 220.89 FEET, TO THE POINT OF BEGINNING; THENCE S42°35'40"W, A DISTANCE OF 189.33 FEET; THENCE N47°24'20"W, A DISTANCE OF 187.00 FEET; THENCE N42°35'40"E, A DISTANCE OF 51.33 FEET; THENCE N87°35'40"E, A DISTANCE OF 14.14 FEET; THENCE N42°35'40"E, A DISTANCE OF 128.00 FEET; THENCE S47°24'20"E, A DISTANCE OF 177.00 FEET, TO THE POINT OF BEGINNING. SAID PART OF BLOCK 3, SCHOOL PARK ADDITION CONTAINS 34075 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS.

[INSERT NEW PROJECT LEGAL DESCRIPTION]

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by Douglas County School District 0015 (Douglas County West Community Schools) (the “**District**”), including but not limited to the existing elementary school facilities and the new baseball and softball fields, 8-lane running track, full-size soccer playing field, softball and baseball press box, concession and restroom, bleachers for track and field with press box, a parking lot and related improvements to such facilities as constructed and acquired pursuant to the Lease Agreement.

EXHIBIT C

BASE RENTAL PAYMENT SCHEDULE

Base Rentals in the amount of \$3,750,000 shall be paid to the Agency on June 15 and December 15 of each year, with the first payment due June 15, 2024. The Agency may agree to reduce the amount of such Base Rentals due on each June 15 and December 15 in its discretion, but the District acknowledges that the terms of the Indenture may limit the Agency's ability to independently approve any such reduction.

EXHIBIT D

FORM OF LEASE RENEWAL CONFIRMATION RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 0015 (DOUGLAS COUNTY WEST COMMUNITY SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of the Douglas County School District 0015 (Douglas County West Community Schools) (the “**District**”), hereby finds and determines that it has entered into a Lease Agreement dated _____, 2023, (the “**Lease**”) with Nebraska Educational Building Association, a Nebraska interlocal agency, (“**NEBA**”) for the acquisition, construction, improvement, equipping and/or furnishing of facilities for use by the District, including new baseball and softball fields, 8-lane running track, full-size soccer playing field, softball and baseball press box, concession and restroom, bleachers for track and field with press box, a parking lot and related improvements to such facilities (collectively, the “**Project**”), with a term of seven years which automatically renews each year for a new seven year term pursuant to Section 4.01(b) of the Lease.

Section 2. Confirmation of Renewal. The Board hereby ratifies and confirms renewal of the term of the Lease for a new seven-year term commencing on _____ as provided in Section 4.01(b) of the Lease, together with all other terms and provisions of the Lease. No further action by the Board shall be necessary to effect such renewal, and all actions heretofore taken by the officers, officials, employees and agents of the District with respect to the Lease are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 3. Contract; Repeal. The provisions of this Resolution shall constitute a contract between the District and NEBA, enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State. This Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in the Lease.

Section 4. Severability; Effect. If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 5. Force and Effect. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency. This Resolution shall take effect and be in force from and after its adoption according to law.

ADOPTED this ____ day of _____, 20__.

President

Secretary

Community RelationsUse of School Facilities: Student Groups

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A “recognized youth organization” is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual's background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.

2. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

3. Equal Access to Outside Groups Meeting at School. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall make that opportunity available to other similarly situated groups. The administration shall in all respects maintain the District in compliance with the Equal Access Act.

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34
CFR Part 108
LB 705, § 126.

Date of Adoption: October 16, 2023

Students

Full-time and Part-time Enrollment

Full-time Enrollment

Students must be enrolled in DC West Community Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as “non-public school students.”

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in DC West Community Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1st preceding the school year the student wishes to enroll.
 - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
 - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1st.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time

are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.

2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive

academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526
LB 705, § 75
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: October 16, 2023

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend DC West Community Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the DC West Community 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

The application deadline will **not** be waived by the School District for applications to option into the DC West Community 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 DC West Community 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 DC West Community 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 operated by this School District which have been determined by the School District 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. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of

Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.

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 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.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1st immediately preceding the school year in which enrollment is sought, 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 District 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 DC West Community 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 DC West Community 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 District 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 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 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. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

E. Releases for Options Out

A request for release of a resident student of the DC West Community 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.

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

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the DC West Community 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 DC West Community 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 DC West Community 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. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
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 DC West Community 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. Sections 79-232 to 79-246

Date of Adoption: October 16, 2023

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the 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 Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

[NAME] PUBLIC SCHOOLS

By: _____
President

Attest: _____
Secretary

Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
 - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall

- document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
 3. Expulsion:
 - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
 - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required

to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any

Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

- h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
 - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school

suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
 2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
 3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
 4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
 6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
 7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco

product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or

terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
 - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
 - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
 - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
 - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
 - e. Head wear including hats, caps, bandannas, and scarves.
 - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
 - g. Clothing or jewelry that is gang related.
 - h. Visible body piercing (other than ears).

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

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

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school

suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking

a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

- (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
 - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
 - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
 - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
 - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
 - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper

when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
 - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
 - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
 - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
 - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
 - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an

announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student

and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) **Second Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) **Third Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or

the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
 2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
 3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
 2. Students in the hallway during class time must have a pass with them.
 3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
 4. Students are expected to bring all books and necessary materials to class. This includes study halls.
 5. Assignments for all classes are due as assigned by the teacher.
 6. Students are not to operate the mini-blinds or the windows.
 7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
 8. Students are to be in their seats and ready for class on the tardy bell.
 9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
 10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.

11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Date of Adoption: October 16, 2023

StudentsAlternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

A. ALTERNATIVE EDUCATION PROGRAM:

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

(a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,

(b) Identify educational objectives that must be achieved in order to receive credits toward graduation,

(c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and

d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference: Neb. Rev. Stat. Sec. 79-266
 NDE Rule 17

Date of Adoption: October 16, 2023

SECTION 79-266(2) PLAN

Student: _____

Date and Participants: _____

(List parent or legal guardian, school representative, and community or agency representative)

(a) **Guidelines and Consequences for Behaviors**

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

(b) **Educational Objectives**

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

(c) **Financial Resources and Community Programs Available**

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

(d) **Monthly Reviews & Other**

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this _____ day of _____, 20___, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by _____
[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

StudentsGraduation

To participate in commencement exercises or receive a DC West Community Schools diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions. Students who graduate from DC West Community Schools must accumulate 220 hours. The total graduation requirements must include the following core curriculum:

English	40	Semester Hours
Science	20	Semester Hours
Math	20	Semester Hours
Social Studies	30	Semester Hours
(American History and American Government and one other Social Studies course)		
Physical Education	10	Semester Hours
Speech I	5	Semester Hours
Required	125	Semester Hours
Electives	95	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.

Legal Reference: Neb. Rev. Stat. Sec. 79-729
Neb. Rev. Stat. Sec. 79-3003
NDE Rule 10

Date of Adoption: October 16, 2023

StudentsNaloxone in School

The Board hereby permits the storage, administration, and implementation of naloxone (also known as Narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference: Neb. Rev. Stat. § 28-470

Date of Adoption: October 16, 2023

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, 2021;
- Mathematics standards that were approved by the State Board in September, 2022;
- Science standards that were adopted by the State Board in September, 2017; and
- Social Studies standards that were adopted by the State Board in November, 2019.

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. Sections 79-760 to 79-760.05

Date of Adoption: October 16, 2023

StudentsCollection of Information Relating to Dyslexia

The District will collect and maintain the following information relating to dyslexia during each school year:

- (1) Testing for a specific learning disability in the area of reading, including tests that identify characteristics of dyslexia and the results of such tests;
- (2) The number of students identified as having a reading issue, including dyslexia, pursuant to the assessment administered under the Nebraska Reading Improvement Act and Policy 6213;
- (3) The number of students identified in Paragraph (2) that have shown growth on the measure used to identify the reading issue; and
- (4) All other data required by law and/or the District's special education obligations.

By July 1st of each year, the District will provide the Nebraska State Department of Education with information collected about dyslexia, as requested by the Department.

Any student or parent/guardian with questions or concerns about dyslexia are encouraged to contact the District's Director of Special Education.

Legal Reference: LB 298 (2023)

Date of Adoption: October 16, 2023

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. Sections 79-2,101 to 79-2,102
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to
79-296
Neb. Rev. Stat. Sections 28-311.06 to 28-311.07

Date of Adoption: October 16, 2023

InstructionSpecial Education

DC West Community Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities, through the age of twenty-one, have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and

will publish an annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, through the age of twenty-one, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from

the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the “Least Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension as long as those removals do not constitute a change of placement. The District defines a change of placement as it is defined under 92 NAC 51-016. The school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement has occurred. Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the student’s IEP shall conduct a manifestation determination pursuant to 92 NAC 51-016. If the conduct which gave rise to the violation of the school code is determined to be a manifestation of the student’s disability, any change of placement for the student will only be made by a student’s IEP team. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

11. Confidentiality of Personally Identifiable Information

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

12. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

13. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

14. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and

the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

15. Accessibility of IEP and Responsibility to Implement

A child's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the IEP's implementation. Each of the aforementioned providers shall be informed of his or her specific responsibilities related to implementing the child's IEP, and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. All providers who are responsible for the implementation of a child's IEP are expected to implement the child's IEP according to its terms.

16. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

17. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

18. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

19. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for

determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

20. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

21. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

22. Surrogates

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

23. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: October 16, 2023

InstructionFirearm Policy

It shall be the policy of the DC West Community School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp, peace officers, off duty cops, or other duly authorized law enforcement officers when on duty or training or when contracted by a school to provide school security or school event contract services. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Date of Adoption: October 16, 2023

InstructionSeizure Safe Schools

Each school building will have a “seizure action plan” if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student’s parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student's health care practitioner containing the following information:
 - a. The student's name;
 - b. The name and purpose of the medication;
 - c. The prescribed dosage;
 - d. The route of administration;
 - e. The frequency that the medication may be administered; and
 - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If permitted by the student's seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Legal Reference: Neb. Statute 79-3201 to 3207

Date of Adoption: October 16, 2023

InstructionBehavioral Points of Contact

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbook.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159
LB 705, § 4 (2023)

Date of Adoption: October 16, 2023

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the DC West Community School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after _____ ballots or _____ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
 - a. President

- b. Vice President
 - c. Treasurer
 - d. Secretary
- 4. Approval of committees, positions, and designations
 - a. Consider, discuss and take action to elect Recording Secretary of the BOE
 - b. Consider, discuss and take action to select Legal counsel
 - c. Consider, discuss and take action to elect Committees as determined by the BOE
 - d. Consider, discuss and take action to select Depository bank(s)
 - e. Consider, discuss and take action to select District newspaper(s) of record
 - 5. Approval of current Board policies and regulations
 - 6. Designate date for the annual review of BOE policies
 - 7. Dissemination to each Board member of conflict of interest statutes
 - 8. Adjournment

Date of Adoption: October 16, 2023

October 11, 2023

Mr. Bill Koile, President
Douglas County West Board of Education
401 S. Pine St.
Valley, NE 68064

Dear Mr. Koile and Members of the Board of Education:

The Douglas County West Education Association (DCWEA) continues to represent all nonsupervisory certificated employees employed at Douglas County West Community Schools. The Association requests that the Board of Education recognize the Association as the exclusive bargaining agent for said employees returning to Douglas County West Community Schools for the school year 2025-2026.

Please direct your written response to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Heather Cox". The signature is written in a cursive, flowing style.

Heather Cox
Head Negotiator-DCWEA
hcox@dcwest.org
402-659-3310

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the 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 Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

DC West Community Schools

By: _____
President

Attest: _____
Secretary

Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	80	75	5
First	80	78	2
Second	80	68	12
Third	60	57	3
Fourth	86	91	0
Fifth	86	71	15
Building Capacity, Elementary	472	440	37
Sixth	88	80	8
Seventh	88	82	6
Eighth	88	69	19
Building Capacity, Middle School Attendance Center	264	231	33
Ninth	92	95	0
Tenth	92	91	1
Eleventh	92	69	23
Twelfth	92	83	9
Building Capacity, Sr. High School Attendance Center	368	338	33

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.