

EMERSON-HUBBARD COMMUNITY SCHOOLS

Agenda for Board of Education Meeting

Monday, October 12, 2026 5:30 PM

Emerson-Hubbard Elementary Library , 109 West 3rd St, Emerson, NE 68733

Welcome to Emerson-Hubbard Community Schools Board of Education Meeting. Our adopted mission statement is: **The mission of the Emerson-Hubbard Community School is to provide a quality education that prepares students to acquire and apply the skills and knowledge necessary to reach their full potential, strengthen the school community, and become responsible, engaged, and contributing citizens.**

Thank you for attending the regular meeting of the board. (School Board meetings in Nebraska are meetings held in public, not public meetings.) The public comment agenda item is the only opportunity for the public to address the board.

Regular Board Meeting Called to Order

Open Meetings Poster Announcement

Excuse Absent Board Members (as necessary).

Approval of Agenda &/or changes to Agenda

Consent Agenda

A. Approval of Minutes

B. Treasurer's Report

C. Action on Claims

**Emerson-Hubbard Board of Education Public Participation Opening Statement**

**Welcome to the Emerson-Hubbard Board of Education Meeting. The board welcomes patrons, and we appreciate your attendance at this board meeting.**

**Members of the public are encouraged to share their thoughts and ideas with the board during the agenda item labeled "Public Comment." Comments or questions from the audience at any other time during the meeting may be declared out of order.**

**We appreciate your willingness to abide by the rules of order. This is the only time during this meeting when the public may speak unless invited to by the board president. Any person wishing to make public comment must abide by and adhere to applicable board policies, including, but not limited to the following:**

- **For all meetings of the Board, individual speakers shall have up to 5 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate.**
- **The board will not respond to comments or questions.**
- **The board will not take action on the comments presented by the speakers but will direct the comments to appropriate staff members.**
- **Offensive language and hostile or disorderly conduct will not be tolerated. In the event that the Board President determines any statement or comment constitutes offensive language or hostile or disorderly conduct, then the Board President will declare the person out of the order and the person will be prohibited from speaking further.**

Public Comment From Visitors

#### Action Items

- A. Consider, discuss & take necessary action to approve policy change #4133 (Second Reading).
- B. Consider, discuss & take necessary action to approve the purchase of the Sparq Negotiations program.
- C. Consider, discuss & take necessary action on updates to the school policies — 6000s on Instruction.
- D. Option Enrollment Requests to attend E-H

#### Information & Reports

- A. Report from the Principals
- B. Report from the Superintendent
  - 1. Mental Health Committee Update
  - 2. Evaluation Reminder
  - 3. Teacher Negotiations Timeline
  - 4. School Emergency Operation Plan
  - 5. October Budget Update
  - 6. CO-OP
- C. Report from Board Committees
  - American Civics Committee

#### NASB Board Notes

#### Discussion Items

\*REMINDER: NASB Board Retreat is set for Monday, November 30, starting at 5:30pm in EH Elementary Library.

\*REMINDER: NASB State Education Conference in Omaha - November 19-20  
See link for more information and how to sign-up.

\*Next Board Meeting:

November 9, 2026 @ 5:30pm (Regular Board Meeting) at EH Elementary School  
Adjournment



REGULAR BOARD MEETING  
September 15, 2026

Of the Board of Education of School District No. 61R, Emerson-Hubbard Community Schools, in the County of Dixon, in the State of Nebraska, a/k/a Dixon County School District No. 561, convened in open and public session at (Following the Tax Asking Hearing) on September 15, 2026, at Emerson-Hubbard's Elementary Library in said district. **Present:** Kip Ahlers, Scott Albrecht, Ryan Beacom, Joani Franzluebbbers, Ashley Fuchser, Dillion Martin, Superintendent Dustin Nielsen, Elementary Principal Tricia Vannatta, MS/HS Principal Zach Biere, Board Secretary Linda Rohde and community member.

Notice of the meeting was given in advance thereof, according to law, by proper publication in the Nebraska Journal Leader, a designated method for giving notice of the School District. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the Agenda and purpose of the meeting was communicated in the advance notice of the meeting and in the notice to the members of this meeting. All proceedings of the Board of Education were taken while the convened meeting was open to the attendance of the public.

Kip Ahlers made a motion to approve the agenda. Ryan Beacom seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Kip Ahlers made a motion to approve the Consent Agenda, Ryan Beacom seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Because a board member failed to recuse herself on check #43274 to Joani Franzluebbbers, the district office did not process the check and it will be listed as a separate agenda item on the October 12<sup>th</sup> board agenda.

Kip Ahlers made a motion to approve the 2026-2027 budget as presented. Scott Albrecht seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Ryan Beacom made a motion to approve the 2026-2027 tax request as recommended.]. Kip Ahlers seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Kip Ahlers made a motion to approve the contract for the 2026-27 school year with Extreme Technology. Scott Albrecht seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Scott Albrecht made a motion to approve the policy changes as recommended on first reading for Policy #4133 and waive the second reading. Ashley Fuchser seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Ashley Fuchser made a motion to approve the purchase of a 2026 Transit 350 for \$68,412.00. Dillion Martin seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Scott Albrecht made a motion to approve the 2 year Cooperative agreement between E-H, Allen Consolidated School & Wakefield Community Schools for girls wrestling. Kip Ahlers seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

Elementary Principal Tricia Vannatta reported on MAP testing, LETRS training scheduled for the 23<sup>rd</sup> and DIBELS.

MS/HS Principal Zach Biere reported on MS/HS Enrollment, Staff Recognition on Kennedy Bach-Boston, Building Update on Outdoor Classroom, Teacher's Lounge, Main Office, Counseling Center and HVAC; Fall Activities – Homecoming, PT Conferences, Staff PD, T-Mobile Friday Night Lights, Monthly Assembly Update, Fall ACT Update, WSC Teacher Fair, Community Coffee, FBLA, FFA, Sports, MAP Testing and School Improvement Update; Committee Updates – Staff Culture, AAB And MTSS.

Superintendent Dustin Nielsen reported on Budget Update, NASB Superintendent Evaluation, NASB Board Retreat, and NASB Strategic Plan Framework – Principals of Focus.

Board Committee Report - Coop Committee reported on recent Coop meetings.

Discussion Item- The annual NASB State Education Conference will be held Nov 18-20 in Omaha

Next Board Meeting will be held Monday, October 12<sup>th</sup> – 5:00 pm American Civics Meeting;  
5:30 pm regular Board meeting in EH Elementary School Library.

Kip Ahlers made a motion to adjourn the meeting @ 7:44 pm. Ryan Beacom seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes

Yes: 6, No: 0

BY: \_\_\_\_\_  
Joani Franzluebbbers  
President of the Board of Education  
Of This School District

ATTEST: \_\_\_\_\_  
Linda Rohde  
Secretary of the Board of Education  
Of This School District

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September 15, 2026

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Notice of the meeting was given in advance thereof, according to law, by proper publication in the Nebraska Journal Leader, a designated method for giving notice of the School District. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the Agenda and purpose of the meeting was communicated in the advance notice of the meeting and in the notice to the members of this meeting. All proceedings of the Board of Education were taken while the convened meeting was open to the attendance of the public.

Discussion was held on the Budget. 2026-2027 Proposal- Working Budget - \$6,485,596 – Increase of \$247,102; Tax Asking - \$3,767,254 – Increase by \$72,900; Building Fund Levy - .010871 – Down from .014426; Tax Levy - .0507513 – Down from .527614.

Joani Franzluebbbers moved to Adjourn at 6:08 pm. Ryan Beacom seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

BY: \_\_\_\_\_  
Joani Franzluebbbers  
President of the Board of Education  
Of This School District

ATTEST: \_\_\_\_\_  
Linda Rohde  
Secretary of the Board of Education  
Of This School District

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September 15, 2026

Of the Board of Education of School District No. 61R, Emerson-Hubbard Community Schools, in the County of Dixon, in the State of Nebraska, a/k/a Dixon County School District No. 561, convened in open and public session at 6:08 p.m. (Following the Budget Hearing) on September 15, 2026, at Emerson-Hubbard's Elementary Library in said district. **Present:** Kip Ahlers, Scott Albrecht, Ryan Beacom, Joani Franzluebbbers, Ashley Fuchser, Dillion Martin. Superintendent Dustin Nielsen, Elementary Principal Tricia Vannatta, MS/HS Principal Zach Biere and Board Secretary Linda Rohde.

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Discussion was held on the Tax Request: The 2026-2027 Property Tax Request be set at: General Fund: \$3,686,562.00; Special Building Fund: \$80,692.00; The total assessed value of property differs from last years total assessed value by 6.01%. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be .497692 per \$100 of assessed value. Emerson-Hubbard Public School proposes to adopt a property tax request that will cause its tax rate to be .507513 per \$100 of assessed value. Based on the proposed property tax request and changes in other revenue, the total operating budget of Emerson-Hubbard Public School will increase last years budget by 6.12%. A copy of this resolution will be certified and forwarded to the County Clerk on or before October 15, 2026.

Kip Ahlers made a motion to Adjourn at 6:15 pm. Ryan Beacom seconded the motion. The above motion, having been consented to by more than a majority of the board members of this School District, was declared as passed by the President.

Kip Ahlers: Yes, Scott Albrecht: Yes, Ryan Beacom: Yes, Joani Franzluebbbers: Yes, Ashley Fuchser: Yes, Dillion Martin: Yes  
Yes: 6, No: 0

BY: \_\_\_\_\_  
Joani Franzluebbbers  
President of the Board of Education  
Of This School District

ATTEST: \_\_\_\_\_  
Linda Rohde  
Secretary of the Board of Education  
Of This School District

Batch Description: September 2026 Bank Reconciliation  
Checking Account: 1 GENERAL CHECKING

Processing Month: 09/2026

| <u>Check/Reference Number</u> | <u>Description</u> | <u>Date</u> | <u>Amount</u> |
|-------------------------------|--------------------|-------------|---------------|
|                               | Statement Balance  | 09/30/2026  | 986,372.51    |

Outstanding Checks

| <u>Check/Reference Number</u> | <u>Description</u>                   | <u>Date</u> | <u>Amount</u> |
|-------------------------------|--------------------------------------|-------------|---------------|
| 43240                         | KAMRYN SCHINCKE                      | 09/18/2026  | 73.28         |
| 43241                         | BLUE CROSS/BLUE SHIELD               | 09/18/2026  | 56,518.76     |
| 43242                         | CREDIT BUREAU SERVICES, INC          | 09/18/2026  | 445.63        |
| 43256                         | Bort Auto Body Inc.                  | 09/11/2026  | 2,592.25      |
| 43260                         | CLINCH PRODUCE                       | 09/11/2026  | 306.00        |
| 43266                         | FASTWYRE BROADBAND                   | 09/11/2026  | 138.20        |
| 43269                         | GIMKIT                               | 09/11/2026  | 59.88         |
| 43274                         | JOANIE FRANZLUEBBERS                 | 09/11/2026  | 1,980.00      |
| 43285                         | NEBRASKA JOURNAL-LEADER              | 09/11/2026  | 143.20        |
| 43324                         | NEBRASKA NOTARY ASSOCIATION          | 09/23/2026  | 176.47        |
| 43327                         | Nebraska Music Education Association | 09/28/2026  | 115.00        |
| 43328                         | DIXON COUNTY TREASURER               | 09/29/2026  | 15.00         |
|                               | Total:                               |             | 62,563.67     |

| <u>Statement Balance</u> | <u>Outstanding Total</u> | <u>Balance on Books</u> | <u>Cash Account Balance</u> | <u>Difference</u> |
|--------------------------|--------------------------|-------------------------|-----------------------------|-------------------|
| 986,372.51               | (62,563.67)              | 923,808.84              | 924,408.84                  | (600.00)          |

|                                       |              |
|---------------------------------------|--------------|
| Cleared Automatic Payment Total:      | 96,012.27    |
| Cleared Checks Total:                 | 319,457.60   |
| Cleared Direct Deposit Total:         | (183,442.14) |
| Cleared Void Total:                   | 299.00       |
| Cleared Cash Receipt Total:           | 427,998.15   |
| Cleared Manual Journal Entries Total: | (277.25)     |
| Cleared Sales Journal Total:          |              |

Batch Description: OCT2026  
Checking Account: 5

ACTIVITY ACCOUNT

Processing Month: 09/2026

| <u>Check/Reference Number</u> | <u>Description</u> | <u>Date</u> | <u>Amount</u> |
|-------------------------------|--------------------|-------------|---------------|
|                               | Statement Balance  | 09/30/2026  | 183,166.51    |

Outstanding Checks

| <u>Check/Reference Number</u> | <u>Description</u>                    | <u>Date</u> | <u>Amount</u> |
|-------------------------------|---------------------------------------|-------------|---------------|
| 8426                          | LOWER ELKHORN NRD                     | 09/01/2026  | 60.00         |
| 8431                          | NEBRASKA SOCIETY FOR RANGE MANAGEMENT | 09/08/2026  | 17.50         |
| 8451                          | Morgan Hansen                         | 09/23/2026  | 15.00         |
| 8455                          | NE COUNCIL ON ECONOMIC EDUCATION      | 09/24/2026  | 120.00        |
| 8460                          | PEPSI COLA OF SIOUXLAND               | 09/30/2026  | 909.20        |
| 8461                          | Pioneer Drama Service                 | 09/30/2026  | 47.25         |
| 8462                          | POST 60 MARKET                        | 09/30/2026  | 309.26        |
| 8463                          | SAMS CLUB MC/SYNCB                    | 09/30/2026  | 116.68        |
| 8464                          | SPECIAL T'S & MORE INC                | 09/30/2026  | 881.05        |
| 8465                          | EMERSON HUBBARD COMM SCHOOL           | 09/30/2026  | 2,092.25      |
| 8466                          | AMAZON CAPITAL SERVICES               | 09/30/2026  | 46.20         |
| 8467                          | POST 60 MARKET                        | 09/30/2026  | 1,126.06      |
|                               | Total:                                |             | 5,740.45      |

| <u>Statement Balance</u> | <u>Outstanding Total</u> | <u>Balance on Books</u> | <u>Cash Account Balance</u> | <u>Difference</u> |
|--------------------------|--------------------------|-------------------------|-----------------------------|-------------------|
| 183,166.51               | (5,740.45)               | 177,426.06              | 177,126.06                  | 300.00            |

Cleared Automatic Payment Total:

Cleared Checks Total: 12,720.63

Cleared Direct Deposit Total:

Cleared Void Total: 626.45

Cleared Cash Receipt Total: 30,948.14

Cleared Manual Journal Entries Total: (300.00)

Cleared Sales Journal Total:

|                                    |                                           |                                 |                            |                                  |
|------------------------------------|-------------------------------------------|---------------------------------|----------------------------|----------------------------------|
| <b>Receipt Number: 1047</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/02/2026</b> | <b>Receipt Key: 1047</b>   | <b>Amount:</b>                   |
| Description: Yearbook Ads          | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0400                       | Yearbook Ads                              | 1,250.00                        | 05 101                     |                                  |
| <b>Receipt Number: 1048</b>        | <b>Received From: NEWTOYOU NEW TO YOU</b> | <b>Receipt Date: 09/03/2026</b> | <b>Receipt Key: 1048</b>   | <b>Amount:</b>                   |
| Description: Homecoming Inflatable | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0460                       | Homecoming Inflatable                     | 1,000.00                        | 05 101                     |                                  |
| <b>Receipt Number: 1049</b>        | <b>Received From: NEWTOYOU NEW TO YOU</b> | <b>Receipt Date: 09/03/2026</b> | <b>Receipt Key: 1049</b>   | <b>Amount:</b>                   |
| Description: Robotics              | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0485                       | Robotics                                  | 1,000.00                        | 05 101                     |                                  |
| <b>Receipt Number: 1050</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/04/2026</b> | <b>Receipt Key: 1050</b>   | <b>Amount:</b>                   |
| Description: YearbookAds           | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0400                       | YearbookAds                               | 535.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1051</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/10/2026</b> | <b>Receipt Key: 1051</b>   | <b>Amount:</b>                   |
| Description: Kelly Lamp            | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0520                       | Kelly Lamp                                | 100.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1052</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/11/2026</b> | <b>Receipt Key: 1052</b>   | <b>Amount:</b>                   |
| Description: Lesa Bargman          | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0485                       | Lesa Bargman                              | 20.00                           | 05 101                     |                                  |
| <b>Receipt Number: 1053</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/11/2026</b> | <b>Receipt Key: 1053</b>   | <b>Amount:</b>                   |
| Description: Hogan, Olson, Hogan   | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0545                       | Hogan, Olson, Hogan                       | 120.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1054</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/11/2026</b> | <b>Receipt Key: 1054</b>   | <b>Amount:</b>                   |
| Description: Elizabeth Anderson    | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0540                       | Elizabeth Anderson                        | 200.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1056</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/30/2026</b> | <b>Receipt Key: 1056</b>   | <b>Amount:</b>                   |
| Description: Sept Interest         | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1510                            | Sept Interest                             | 73.90                           | 05 101                     |                                  |
| <b>Receipt Number: 1057</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/21/2026</b> | <b>Receipt Key: 1057</b>   | <b>Amount:</b>                   |
| Description: FB Concessions youth  | Comment:                                  |                                 |                            |                                  |
| <u>Chart of Account Number</u>     | <u>Detail Description</u>                 | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0130                       | FB Concessions youth                      | 661.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1058</b>        | <b>Received From:</b>                     | <b>Receipt Date: 09/21/2026</b> | <b>Receipt Key: 1058</b>   | <b>Amount:</b>                   |
| Description: Gardner Foundation    | Comment:                                  |                                 |                            |                                  |



Cash Receipt Listing - Detail

|                                                |                                                                                                                     |                                                                                        |                                                                                        |                                  |                           |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------|---------------------------|
| <u>Chart of Account Number</u><br>05 1710 0340 | <u>Detail Description</u><br>Gardner Foundation                                                                     | <u>Detail Amount</u><br>10,000.00                                                      | <u>Cash Account Number</u><br>05 101                                                   | <u>Receivable Account Number</u> | <u>Amount:</u>            |
| <b>Receipt Number: 1059</b>                    | <b>Received From:</b>                                                                                               |                                                                                        | <b>Receipt Date: 09/17/2026</b>                                                        | <b>Receipt Key: 1059</b>         | <b>Amount: 65.00</b>      |
| <u>Description: Ads</u>                        | <u>Detail Description</u><br>Ads                                                                                    | <u>Detail Amount</u><br>65.00                                                          | <u>Cash Account Number</u><br>05 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1060</b>                    | <b>Received From:</b>                                                                                               |                                                                                        | <b>Receipt Date: 09/17/2026</b>                                                        | <b>Receipt Key: 1060</b>         | <b>Amount: 77.00</b>      |
| <u>Description: HoCo Ts</u>                    | <u>Detail Description</u><br>HoCo Ts                                                                                | <u>Detail Amount</u><br>77.00                                                          | <u>Cash Account Number</u><br>05 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1061</b>                    | <b>Received From:</b>                                                                                               |                                                                                        | <b>Receipt Date: 09/10/2026</b>                                                        | <b>Receipt Key: 1061</b>         | <b>Amount: 1,073.00</b>   |
| <u>Description: HoCo Ts</u>                    | <u>Detail Description</u><br>HoCo Ts                                                                                | <u>Detail Amount</u><br>1,073.00                                                       | <u>Cash Account Number</u><br>05 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1062</b>                    | <b>Received From: COMPASSGRO</b> Compass Group Vendor                                                               |                                                                                        | <b>Receipt Date: 09/01/2026</b>                                                        | <b>Receipt Key: 1062</b>         | <b>Amount: 13.39</b>      |
| <u>Description: Lunch Refund</u>               | <u>Detail Description</u><br>Lunch Refund                                                                           | <u>Detail Amount</u><br>13.39                                                          | <u>Cash Account Number</u><br>06 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1063</b>                    | <b>Received From: AHLEJOHN AHLERS JOHN</b>                                                                          |                                                                                        | <b>Receipt Date: 09/02/2026</b>                                                        | <b>Receipt Key: 1063</b>         | <b>Amount: 25.00</b>      |
| <u>Description: Kitchen Use</u>                | <u>Detail Description</u><br>Kitchen Use                                                                            | <u>Detail Amount</u><br>25.00                                                          | <u>Cash Account Number</u><br>06 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1064</b>                    | <b>Received From: NEWTOYOU NEW TO YOU</b>                                                                           |                                                                                        | <b>Receipt Date: 09/04/2026</b>                                                        | <b>Receipt Key: 1064</b>         | <b>Amount: 2,000.00</b>   |
| <u>Description: Donations</u>                  | <u>Detail Description</u><br>Donations                                                                              | <u>Detail Amount</u><br>2,000.00                                                       | <u>Cash Account Number</u><br>01 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1065</b>                    | <b>Received From: EHSCHOOL EH SCHOOL</b>                                                                            |                                                                                        | <b>Receipt Date: 09/04/2026</b>                                                        | <b>Receipt Key: 1065</b>         | <b>Amount: 1,588.00</b>   |
| <u>Description: Lunch Money</u>                | <u>Detail Description</u><br>Lunch Money                                                                            | <u>Detail Amount</u><br>1,588.00                                                       | <u>Cash Account Number</u><br>06 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1066</b>                    | <b>Received From: DAKOTREAS DAKOTA COUNTY TREASURER</b>                                                             |                                                                                        | <b>Receipt Date: 09/08/2026</b>                                                        | <b>Receipt Key: 1066</b>         | <b>Amount: 561.63</b>     |
| <u>Description: Fines &amp; License</u>        | <u>Detail Description</u><br>Fines & License                                                                        | <u>Detail Amount</u><br>561.63                                                         | <u>Cash Account Number</u><br>01 101                                                   | <u>Receivable Account Number</u> |                           |
| <b>Receipt Number: 1067</b>                    | <b>Received From: DAKOTREAS DAKOTA COUNTY TREASURER</b>                                                             |                                                                                        | <b>Receipt Date: 09/08/2026</b>                                                        | <b>Receipt Key: 1067</b>         | <b>Amount: 181,276.65</b> |
| <u>Description: Tax Collection</u>             | <u>Detail Description</u><br>Motor Vehicle<br>Local Taxes<br>Carline Tax<br>SB Taxes<br>SB Carline<br>EH Pub School | <u>Detail Amount</u><br>10,422.33<br>166,059.67<br>10.86<br>4,667.97<br>0.31<br>115.51 | <u>Cash Account Number</u><br>01 101<br>01 101<br>01 101<br>08 101<br>08 101<br>01 101 | <u>Receivable Account Number</u> |                           |

|                                        |                                                            |                                 |                            |                                  |
|----------------------------------------|------------------------------------------------------------|---------------------------------|----------------------------|----------------------------------|
| <b>Receipt Number: 1068</b>            | <b>Received From: TSYS1 TSYS</b>                           | <b>Receipt Date: 09/10/2026</b> | <b>Receipt Key: 1068</b>   | <b>Amount: 103.50</b>            |
| Description: Lunch Money               | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 06 1990                                | Lunch Money                                                | 103.50                          | 06 101                     |                                  |
| <b>Receipt Number: 1069</b>            | <b>Received From: EHSCHOOL EH SCHOOL</b>                   | <b>Receipt Date: 09/11/2026</b> | <b>Receipt Key: 1069</b>   | <b>Amount: 1,020.00</b>          |
| Description: Lunch Money               | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 06 1990                                | Lunch Money                                                | 1,020.00                        | 06 101                     |                                  |
| <b>Receipt Number: 1070</b>            | <b>Received From: STATENEBR STATE OF NEBRASKA</b>          | <b>Receipt Date: 09/15/2026</b> | <b>Receipt Key: 1070</b>   | <b>Amount: 7,460.45</b>          |
| Description: Food Program              | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 06 4210                                | Food Program                                               | 7,460.45                        | 06 101                     |                                  |
| <b>Receipt Number: 1071</b>            | <b>Received From: THURCOTREA THURSTON COUNTY TREASURER</b> | <b>Receipt Date: 09/15/2026</b> | <b>Receipt Key: 1071</b>   | <b>Amount: 81,782.56</b>         |
| Description: Tax Collection            | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 01 1125                                | MV Tax                                                     | 1,298.33                        | 01 101                     |                                  |
| 01 1100                                | Tax                                                        | 78,222.28                       | 01 101                     |                                  |
| 01 2110                                | Fines & License                                            | 63.08                           | 01 101                     |                                  |
| 08 1100                                | Sinking Tax                                                | 2,198.87                        | 08 101                     |                                  |
| <b>Receipt Number: 1072</b>            | <b>Received From: DIXCOTREAS DIXON COUNTY TREASURER</b>    | <b>Receipt Date: 09/15/2026</b> | <b>Receipt Key: 1072</b>   | <b>Amount: 115,861.06</b>        |
| Description: Tax Collections           | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 01 1125                                | MV Tax                                                     | 4,695.35                        | 01 101                     |                                  |
| 01 1100                                | Tax                                                        | 107,001.85                      | 01 101                     |                                  |
| 01 3133                                | Nameplate Capacity                                         | 1,359.02                        | 01 101                     |                                  |
| 01 2110                                | Fines & License                                            | 102.59                          | 01 101                     |                                  |
| 08 1100                                | Sinking Tax                                                | 3,007.89                        | 08 101                     |                                  |
| 08 3133                                | Sinking Nameplate                                          | (305.64)                        | 08 101                     |                                  |
| <b>Receipt Number: 1073</b>            | <b>Received From: EHSCHOOL EH SCHOOL</b>                   | <b>Receipt Date: 09/18/2026</b> | <b>Receipt Key: 1073</b>   | <b>Amount: 1,000.00</b>          |
| Description: Lunch Money               | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 06 1990                                | Lunch Money                                                | 1,000.00                        | 06 101                     |                                  |
| <b>Receipt Number: 1074</b>            | <b>Received From: ESU2 ESU#2</b>                           | <b>Receipt Date: 09/21/2026</b> | <b>Receipt Key: 1074</b>   | <b>Amount: 126.47</b>            |
| Description: Pow Wow Josh Meyers       | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 01 4530                                | Pow Wow                                                    | 126.47                          | 01 101                     |                                  |
| <b>Receipt Number: 1075</b>            | <b>Received From: EHSCHOOL EH SCHOOL</b>                   | <b>Receipt Date: 09/28/2026</b> | <b>Receipt Key: 1075</b>   | <b>Amount: 2,936.00</b>          |
| Description: Lunch Money               | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 06 1990                                | Lunch Money                                                | 2,936.00                        | 06 101                     |                                  |
| <b>Receipt Number: 1076</b>            | <b>Received From: CASH CASH</b>                            | <b>Receipt Date: 09/29/2026</b> | <b>Receipt Key: 1076</b>   | <b>Amount: 625.00</b>            |
| Description: Gate Money for Homecoming | Comment:                                                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>         | <u>Detail Description</u>                                  | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |

Cash Receipt Listing - Detail

|                                   |                                                     |                      |                                 |                                  |                |                  |  |  |  |
|-----------------------------------|-----------------------------------------------------|----------------------|---------------------------------|----------------------------------|----------------|------------------|--|--|--|
| 01 2410 890 001                   | Gate Money                                          | 625.00               | 01 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1077</b>       | <b>Received From: STATENEBR STATE OF NEBRASKA</b>   |                      | <b>Receipt Date: 09/30/2026</b> | <b>Receipt Key: 1077</b>         | <b>Amount:</b> | <b>31,128.00</b> |  |  |  |
| Description: State Aid            | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 01 3110                           | State Aid                                           | 31,128.00            | 01 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1078</b>       | <b>Received From: 1STNEBRBK FIRST NEBRASKA BANK</b> |                      | <b>Receipt Date: 09/30/2026</b> | <b>Receipt Key: 1078</b>         | <b>Amount:</b> | <b>490.44</b>    |  |  |  |
| Description: E Statement & Rebate | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 01 1510                           | INTEREST                                            | 490.44               | 01 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1079</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/09/2026</b> | <b>Receipt Key: 1079</b>         | <b>Amount:</b> | <b>765.00</b>    |  |  |  |
| Description: ADS                  | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0400                      | ADS                                                 | 765.00               | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1080</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/10/2026</b> | <b>Receipt Key: 1080</b>         | <b>Amount:</b> | <b>50.00</b>     |  |  |  |
| Description: Laptop               | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0510                      | Laptop                                              | 50.00                | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1081</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/21/2026</b> | <b>Receipt Key: 1081</b>         | <b>Amount:</b> | <b>50.00</b>     |  |  |  |
| Description: JV VB Fee            | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0412                      | JV VB Fee                                           | 50.00                | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1082</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/18/2026</b> | <b>Receipt Key: 1082</b>         | <b>Amount:</b> | <b>90.00</b>     |  |  |  |
| Description: Hogan, Sherer        | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0545                      | Hogan, Sherer                                       | 90.00                | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1083</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/17/2026</b> | <b>Receipt Key: 1083</b>         | <b>Amount:</b> | <b>1,120.00</b>  |  |  |  |
| Description: YardLine             | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0425                      | YardLine                                            | 1,120.00             | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1084</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1084</b>         | <b>Amount:</b> | <b>100.00</b>    |  |  |  |
| Description: Laptop               | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0510                      | Laptop                                              | 100.00               | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1085</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1085</b>         | <b>Amount:</b> | <b>1,000.00</b>  |  |  |  |
| Description: Homecoming           | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0460                      | Homecoming                                          | 1,000.00             | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1086</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/23/2026</b> | <b>Receipt Key: 1086</b>         | <b>Amount:</b> | <b>1,523.24</b>  |  |  |  |
| Description: Kelli Mueller        | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |
| <u>Chart of Account Number</u>    | <u>Detail Description</u>                           | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                |                  |  |  |  |
| 05 1710 0495                      | Kelli Mueller                                       | 1,523.24             | 05 101                          |                                  |                |                  |  |  |  |
| <b>Receipt Number: 1087</b>       | <b>Received From:</b>                               |                      | <b>Receipt Date: 09/23/2026</b> | <b>Receipt Key: 1087</b>         | <b>Amount:</b> | <b>300.00</b>    |  |  |  |
| Description: GF Transfer          | Comment:                                            |                      |                                 |                                  |                |                  |  |  |  |

|                                                                      |                                                |                                |                                      |                                  |                |
|----------------------------------------------------------------------|------------------------------------------------|--------------------------------|--------------------------------------|----------------------------------|----------------|
| <u>Chart of Account Number</u><br>05 1710 0420                       | <u>Detail Description</u><br>GF Transfer       | <u>Detail Amount</u><br>300.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> | <u>Amount:</u> |
| <b>Receipt Number: 1088</b><br><u>Description:</u> Kati              | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/24/2026</b>      | <b>Receipt Key: 1088</b>         | 70.00          |
| <u>Chart of Account Number</u><br>05 1710 0545                       | <u>Detail Description</u><br>Kati              | <u>Detail Amount</u><br>70.00  | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1089</b><br><u>Description:</u> Fitness Center    | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/24/2026</b>      | <b>Receipt Key: 1089</b>         | Amount: 125.00 |
| <u>Chart of Account Number</u><br>05 1710 0540                       | <u>Detail Description</u><br>Fitness Center    | <u>Detail Amount</u><br>125.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1090</b><br><u>Description:</u> Class2026         | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/24/2026</b>      | <b>Receipt Key: 1090</b>         | Amount: 53.00  |
| <u>Chart of Account Number</u><br>05 1710 0480                       | <u>Detail Description</u><br>Class2026         | <u>Detail Amount</u><br>53.00  | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1091</b><br><u>Description:</u> Sam               | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/25/2026</b>      | <b>Receipt Key: 1091</b>         | Amount: 290.00 |
| <u>Chart of Account Number</u><br>05 1710 0545                       | <u>Detail Description</u><br>Sam               | <u>Detail Amount</u><br>290.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1092</b><br><u>Description:</u> Mathews Yard sign | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/25/2026</b>      | <b>Receipt Key: 1092</b>         | Amount: 220.00 |
| <u>Chart of Account Number</u><br>05 1710 0425                       | <u>Detail Description</u><br>Mathews Yard sign | <u>Detail Amount</u><br>220.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1093</b><br><u>Description:</u> ADS               | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/25/2026</b>      | <b>Receipt Key: 1093</b>         | Amount: 310.00 |
| <u>Chart of Account Number</u><br>05 1710 0400                       | <u>Detail Description</u><br>ADS               | <u>Detail Amount</u><br>310.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1094</b><br><u>Description:</u> Winside JV Quad   | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/28/2026</b>      | <b>Receipt Key: 1094</b>         | Amount: 50.00  |
| <u>Chart of Account Number</u><br>05 1710 0412                       | <u>Detail Description</u><br>Winside JV Quad   | <u>Detail Amount</u><br>50.00  | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1095</b><br><u>Description:</u> JV Quad           | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/28/2026</b>      | <b>Receipt Key: 1095</b>         | Amount: 881.50 |
| <u>Chart of Account Number</u><br>05 1710 0130                       | <u>Detail Description</u><br>JV Quad           | <u>Detail Amount</u><br>881.50 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1096</b><br><u>Description:</u> JV FB             | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/29/2026</b>      | <b>Receipt Key: 1096</b>         | Amount: 472.50 |
| <u>Chart of Account Number</u><br>05 1710 0130                       | <u>Detail Description</u><br>JV FB             | <u>Detail Amount</u><br>472.50 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |
| <b>Receipt Number: 1097</b><br><u>Description:</u> Homecoming FB     | <b>Received From:</b>                          |                                | <b>Receipt Date: 09/29/2026</b>      | <b>Receipt Key: 1097</b>         | Amount: 402.00 |
| <u>Chart of Account Number</u><br>05 1710 0130                       | <u>Detail Description</u><br>Homecoming FB     | <u>Detail Amount</u><br>402.00 | <u>Cash Account Number</u><br>05 101 | <u>Receivable Account Number</u> |                |

|                                |                           |                                 |                            |                                  |
|--------------------------------|---------------------------|---------------------------------|----------------------------|----------------------------------|
| <b>Receipt Number: 1098</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1098</b>   | <b>Amount:</b>                   |
| Description: VB 9/28           | Comment:                  |                                 |                            | 721.25                           |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0130                   | VB 9/28                   | 721.25                          | 05 101                     |                                  |
| <b>Receipt Number: 1099</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/26/2026</b> | <b>Receipt Key: 1099</b>   | <b>Amount:</b>                   |
| Description: Quad              | Comment:                  |                                 |                            | 715.00                           |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0412                   | Quad                      | 715.00                          | 05 101                     |                                  |
| <b>Receipt Number: 1100</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/25/2026</b> | <b>Receipt Key: 1100</b>   | <b>Amount:</b>                   |
| Description: VB 9/24           | Comment:                  |                                 |                            | 1,462.25                         |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0130                   | VB 9/24                   | 1,462.25                        | 05 101                     |                                  |
| <b>Receipt Number: 1101</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/15/2026</b> | <b>Receipt Key: 1101</b>   | <b>Amount:</b>                   |
| Description: FB Fundraiser     | Comment:                  |                                 |                            | 821.25                           |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0140                   | FB Fundraiser             | 821.25                          | 05 101                     |                                  |
| <b>Receipt Number: 1102</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/28/2026</b> | <b>Receipt Key: 1102</b>   | <b>Amount:</b>                   |
| Description: HoCo Concessions  | Comment:                  |                                 |                            | 1,089.00                         |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0130                   | HoCo Concessions          | 1,089.00                        | 05 101                     |                                  |
| <b>Receipt Number: 1103</b>    | <b>Received From:</b>     | <b>Receipt Date: 09/10/2026</b> | <b>Receipt Key: 1103</b>   | <b>Amount:</b>                   |
| Description: NASB              | Comment:                  |                                 |                            | 2,092.25                         |
| <u>Chart of Account Number</u> | <u>Detail Description</u> | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 05 1710 0350                   | NASB                      | 2,092.25                        | 05 101                     |                                  |

|                         |            |                      |                            |
|-------------------------|------------|----------------------|----------------------------|
| <u>Summary Totals</u>   |            | <u>Cash Accounts</u> | <u>Receivable Accounts</u> |
| <u>Account Type</u>     |            |                      |                            |
| Subtotal Revenue        | 458,321.29 | 01 101               | 404,282.41                 |
| Subtotal Expense        | 625.00     | 05 101               | 30,948.14                  |
| Subtotal General Ledger |            | 06 101               | 14,146.34                  |
| Total:                  | 458,946.29 | 08 101               | 9,569.40                   |
|                         |            | Total:               | 458,946.29                 |

10/06/2026 2:21 PM

Fund: 10



Chart of Account Number

Chart of Account Description

Entry Date JR Reference # Check Acct Check # Description

10 704 FUND BALANCE

Entity Name

Expenses Revenues Balance Change

Balance

\*Previous Balance

111.92

\*Ending Balance:

0.00

\*Previous Balance

23,403.95

10 704 0110

Football

\*Previous Balance

0.00

10 704 0110

Football

\*Previous Balance

0.00

10 1890 1110

Football Receipts

ALLEN ACTIVITY FUND

0.00

09/03/2026 CR \* 1224

Correction: Softener Sait FB FR

Correction: Softener Sait FB FR

0.00

09/03/2026 CR \* 1225

Correction: Softener Sait FB FR

Correction: Softener Sait FB FR

0.00

09/14/2026 CR \* 1228

Correction: FB Gate vs Nio-brara/Verdige

Gate Money

0.00

09/22/2026 CR \* 1229

Correction: VB Gate vs Creighton

Gate Money

0.00

09/28/2026 CR \* 1234

Correction: FB Gate vs Oakland Craig

Gate Money

0.00

10 2190 610 000 1120

Football Expenses

PONCA COOPERATIVE LLC

6,997.50

09/04/2026 CD 1008893

Soft. Sait Football FR

EMERSON/HUBBARD COMMUNITY SCHOOL

821.25

09/09/2026 CD 260909 - sait

Softener Sait Fundraising Profit

ALLEN ACTIVITY FUND

821.25

09/10/2026 CD 261009

FB Announcing for N-V game on 9/11

OLESEN, GABE

50.00

09/10/2026 CD 261009

FB Clock Operator for 8/28 and 9/11

ISOM, ANTHONY

160.00

09/10/2026 CD 218172

26-27 FB Banners

ELAN FINANCIAL SERVICES: PRO-TUFF DECALS

195.00

09/11/2026 CD 261109

FB Chain Gang for 8/28 and 9/11

ISOM, BRYAN

100.00

09/11/2026 CD 261109

FB chain gang for 8/28 and 9/11 games

BRENTLINGER, PAT

100.00

09/11/2026 CD 261109

FB Official 9/11 v. Nio-Yard

KAY, STEVE

180.00

09/11/2026 CD 261109

FB Official 9/11 v. Nio-Yard

PETERS, TAYLOR

180.00

09/11/2026 CD 261109

FB Official 9/11 v. Nio-Yard

HENDERSON, LUKE

180.00

09/11/2026 CD 261109

FB Official 9/11 v. Nio-Yard

WENDTE, JOE

180.00

09/11/2026 CD 261109

FB Official 9/11 v. Nio-Yard

HAGLUND, TIM

180.00

09/11/2026 CD 261109

FB Gate vs Nio-Yard

SECURITY BANK

530.00

09/15/2026 CD 261509

JV FB Official v. Winnebago

HILL, KEVIN

80.00

09/15/2026 CD 261509

JV FB Official v. Winnebago

NICHOLSON, JERRY

80.00

09/15/2026 CD 261509

JV FB Official v. Winnebago

EATON, PAUL

80.00

09/15/2026 CD 262109

HS VB Gate vs Wausa

SECURITY BANK

230.00

09/15/2026 CD 262109

HS VB Ref vs Wausa

HOSKINS, BRAD

200.00

09/17/2026 CD 15140

FB Coach Under Armor Rain Suit

STADIUM SPORTS - ONEILL

191.80

Fund: 10 COOPERATIVE FUND

| Chart of Account Number |      |             |            |         | Chart of Account Description      |                                          |           |          |                |             |  |  |  |  |
|-------------------------|------|-------------|------------|---------|-----------------------------------|------------------------------------------|-----------|----------|----------------|-------------|--|--|--|--|
| Entry Date              | J/R  | Reference # | Check Acct | Check # | Description                       | Entity Name                              | Expenses  | Revenues | Balance Change | Balance     |  |  |  |  |
| 09/22/2026              | CD   | 262209      | 10         | 2006    | JH VB Tourm, Entry Fee            | PONCA PUBLIC SCHOOL                      | 120.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | 262409-FB   | 10         | 2006    | FB Gate vs Oakland Craig          | SECURITY BANK                            | 530.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | 262409-VB   | 10         | 2007    | VB Gate vs Lyons-Decal/Bago       | SECURITY BANK                            | 230.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | 262409      | 10         | 2008    | HS VB ref vs Lyons/Bago           | HOSKINS, BRAD                            | 220.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | 262409      | 10         | 2009    | HS VB Ref vs Lyons/Bago           | HOSKINS, JOYCE                           | 220.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0040    | 10         | 2011    | FB Official for 9/25              | JANSEN, LANDON                           | 180.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0041    | 10         | 2012    | FB Official for 9/25              | HAISCH, BRUCE                            | 180.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0042    | 10         | 2013    | FB Official for 9/25              | MACKEPFRANG, MASON                       | 180.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0044    | 10         | 2014    | FB Official for 9/25              | JUEDEN, KOLBY                            | 180.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0046    | 10         | 2015    | FB Official for 9/25              | GUTZ, CRAIG                              | 180.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0047    | 10         | 2018    | JH/JV fb official 9/28            | HILL, KEVIN                              | 160.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0048    | 10         | 2019    | JH/JV fb official 9/28            | NICHOLSON, JERRY                         | 160.00    | 0.00     |                |             |  |  |  |  |
| 09/24/2026              | CD   | CBR-0049    | 10         | 2020    | JH/JV fb official 9/28            | EATON, PAUL                              | 160.00    | 0.00     |                |             |  |  |  |  |
| 10 704 0110             |      |             |            |         | Football                          |                                          |           |          |                | (10,813.80) |  |  |  |  |
|                         |      |             |            |         |                                   | *Current Activity                        |           |          |                |             |  |  |  |  |
|                         |      |             |            |         |                                   | *Ending Balance:                         | 14,236.80 | 3,423.00 | 0.00           | 12,590.15   |  |  |  |  |
| 10 704 0120             |      |             |            |         | Boys Basketball                   |                                          |           |          |                |             |  |  |  |  |
|                         |      |             |            |         |                                   | *Previous Balance                        |           |          |                | 11,907.85   |  |  |  |  |
|                         |      |             |            |         |                                   | *Ending Balance:                         | 0.00      | 0.00     | 0.00           | 11,907.85   |  |  |  |  |
| 10 704 0130             |      |             |            |         | Girls Basketball                  |                                          |           |          |                |             |  |  |  |  |
|                         |      |             |            |         |                                   | *Previous Balance                        |           |          |                | 11,907.86   |  |  |  |  |
|                         |      |             |            |         |                                   | *Ending Balance:                         | 0.00      | 0.00     | 0.00           | 11,907.86   |  |  |  |  |
| 10 704 0140             |      |             |            |         | Volleyball                        |                                          |           |          |                | 10,334.28   |  |  |  |  |
| 10 704 0140             |      |             |            |         | Volleyball                        |                                          |           |          |                |             |  |  |  |  |
| 10 1990 1410            |      |             |            |         | Volleyball Receipts               |                                          |           |          |                |             |  |  |  |  |
| 09/22/2026              | CR * | 1230        |            |         | Correction: VB Gate vs Wausa      | Gate Money                               | 0.00      | 469.00   |                |             |  |  |  |  |
| 09/25/2026              | CR * | 1233        |            |         | Correction: VB Gate vs Lyons/Bago | Gate Money                               | 0.00      | 676.00   |                |             |  |  |  |  |
| 09/28/2026              | CR   | 1235        |            |         | VB Gate vs Wakefield              | Gate Money                               | 0.00      | 535.00   |                |             |  |  |  |  |
| 10 2190 610 000 1420    |      |             |            |         | Volleyball Expenses               |                                          |           |          |                |             |  |  |  |  |
| 09/04/2026              | CD   | 260409      | 10         | 1975    | JV VB Tourm Entry Fee             | WISNER PILGER HIGH SCHOOL                | 125.00    | 0.00     |                |             |  |  |  |  |
| 09/10/2026              | CD   | SST-0044    | 10         | 1981    | 26-27 VB Banners                  | ELAN FINANCIAL SERVICES: PRO-TUFF DECALS | 195.00    | 0.00     |                |             |  |  |  |  |
| 09/10/2026              | CD   | CBR-0013    | 10         | 1980    | Volleyball Medkit                 | AMAZON CAPITAL SERVICES, INC:            | 39.98     | 0.00     |                |             |  |  |  |  |
| 09/10/2026              | CD   | CBR-0013    | 10         | 1980    | Stretch Bands                     | AMAZON CAPITAL SERVICES, INC:            | 36.63     | 0.00     |                |             |  |  |  |  |
| 09/10/2026              | CD   | CBR-0019    | 10         | 1980    | VB Knee Pads                      | AMAZON CAPITAL SERVICES, INC:            | 89.97     | 0.00     |                |             |  |  |  |  |
| 09/10/2026              | CD   | 1FYXKLPTG9X | 10         | 1980    |                                   | AMAZON CAPITAL SERVICES, INC:            |           |          |                |             |  |  |  |  |
| 09/10/2026              | CD   | 1FYXKLPTG9X | 10         | 1980    |                                   | AMAZON CAPITAL SERVICES, INC:            |           |          |                |             |  |  |  |  |

Chart of Account Number Chart of Account Description

| Entry Date | JR | Reference # | Check Acct | Check # | Description | Entity Name | Expenses | Revenues | Balance Change | Balance |
|------------|----|-------------|------------|---------|-------------|-------------|----------|----------|----------------|---------|
|------------|----|-------------|------------|---------|-------------|-------------|----------|----------|----------------|---------|

09/10/2026 CD CBR-0034 10 1982 Clock for JH VB on 9/10

NEWTON, CARTER 25.00 0.00

09/15/2026 CD 261509 10 1983 HS VB Gate vs Creighton

SECURITY BANK 230.00 0.00

09/15/2026 CD 261509 10 1994 HS VB Ref vs Creighton

OSWALD, DAWN 200.00 0.00

09/15/2026 CD 261509 10 1995 HS VB Ref vs Creighton

Bebbe-Hansen, Timarie 200.00 0.00

09/15/2026 CD 262109 10 2003 HS VB Ref vs Wausa

HOSKINS, JOYCE 200.00 0.00

09/24/2026 CD CBR-0050 10 2010 JH VB clock

OLSUFKA, AXTON 25.00 0.00

09/24/2026 CD 262409 10 2016 Ref - JV VB Quad

OSWALD, DAWN 220.00 0.00

09/24/2026 CD 262609 10 2017 Ref JV VB Quad

CURRY, LEXI 220.00 0.00

09/24/2026 CD 262809 10 2021 HS VB Ref vs Wakefield

HOSKINS, BRAD 200.00 0.00

09/24/2026 CD 262809 10 2022 HS VB Ref vs Wakefield

HOSKINS, JOYCE 200.00 0.00

09/24/2026 CD 262809 10 2023 HS VB Gate vs Wakefield

SECURITY BANK 230.00 0.00

09/29/2026 CD 262809 10 2024 HS VB Tourn., Entry Fee

HARTINGTON-NEWCASTLE SCHOOL 150.00 0.00

09/30/2026 CD 263009 10 2027 Pink Out Volleyball Shirts

BRIANA Ostland 589.29 0.00

10 704 0140 Volleyball (1,505.88)

10 704 0150 Boys Track

\*Ending Balance: 3,185.88 1,680.00 0.00 8,828.40

10 704 0160 Girls Track

\*Previous Balance: 0.00 0.00 0.00 4,595.20

10 704 0200 Wrestling

\*Ending Balance: 0.00 0.00 0.00 4,595.22

10 704 0410 General Fund

\*Previous Balance: 0.00 0.00 0.00 10,421.91

10 704 0410 General Fund

\*Ending Balance: 0.00 0.00 0.00 10,421.91

10 1990 4110 General Fund Receipts

\*Previous Balance: 0.00 0.00 0.00 10,050.00

09/11/2026 CR \* 1226 Correction: Season Activity Pass

0.00 50.00

09/22/2026 CR \* 1231 Correction: Season Activity Pass

0.00 100.00

09/23/2026 CR \* 1232 Correction: Season Activity Pass

0.00 100.00

10 2190 610 000 4120 General Fund Expenses

63.90 0.00

09/10/2026 CD SST-0044 10 1981 Shipping

ELAN FINANCIAL SERVICES, PRO- 63.90 0.00

09/17/2026 CD 218172 10 2004 2 Inch Stretch Tape

TUFF DECALS 95.80 0.00

10 704 0410 General Fund

\*Current Activity: 95.80 0.00 90.30

10 704 0460 Interest

\*Ending Balance: 159.70 250.00 0.00 10,140.30

10 704 0460 Interest

\*Previous Balance: 0.00 0.00 1,426.33

10 1510 4610 Interest Receipts

SECURITY BANK 0.00 91.39 91.39

09/30/2026 CR 1236 September Interest

\*Current Activity: 0.00 91.39 91.39

10 704 0460 Interest

SECURITY BANK 0.00 91.39 91.39

10 704 0460 Interest

SECURITY BANK 0.00 91.39 91.39

10 704 0460 Interest

SECURITY BANK 0.00 91.39 91.39

10 704 0460 Interest

SECURITY BANK 0.00 91.39 91.39



10/06/2026 2:21 PM

09/2026 - 09/2026

User ID: BLS

Fund: 10 COOPERATIVE FUND

| Chart of Account Number |      |             |                        | Chart of Account Description |                                  |                                          |           |          |                |           |  |
|-------------------------|------|-------------|------------------------|------------------------------|----------------------------------|------------------------------------------|-----------|----------|----------------|-----------|--|
| Entry Date              | JR   | Reference # | Check Acct             | Check #                      | Description                      | Entity Name                              | Expenses  | Revenues | Balance Change | Balance   |  |
| 10 704 0660             |      |             | Cheerleading           |                              |                                  | *Ending Balance:                         | 0.00      | 91.39    | 0.00           | 1,517.72  |  |
|                         |      |             |                        |                              |                                  | *Previous Balance:                       |           |          |                | 2,000.01  |  |
|                         |      |             |                        |                              |                                  | *Ending Balance:                         | 0.00      | 0.00     | 0.00           | 2,000.01  |  |
| 10 704 0871             |      |             | Boys Golf              |                              |                                  | *Previous Balance:                       |           |          |                | 5,000.00  |  |
|                         |      |             |                        |                              |                                  | *Ending Balance:                         | 0.00      | 0.00     | 0.00           | 5,000.00  |  |
|                         |      |             |                        |                              |                                  | *Previous Balance:                       |           |          |                | 5,000.01  |  |
| 10 704 0873             |      |             | Girls Golf             |                              |                                  |                                          |           |          |                |           |  |
| 10 704 0873             |      |             | Girls Golf             |                              |                                  |                                          |           |          |                |           |  |
| 10 2190 610 000 8740    |      |             | Girls Golf Expenses    |                              |                                  |                                          |           |          |                |           |  |
| 09/10/2026              | CD   | SST-0044    | 1981                   |                              | 26-27 GG Banner                  | ELAN FINANCIAL SERVICES: PRO-TUFF DECALS | 195.00    | 0.00     |                | (195.00)  |  |
|                         |      | 218172      |                        |                              |                                  | *Current Activity                        |           |          |                |           |  |
| 10 704 0873             |      |             | Girls Golf             |                              |                                  | *Ending Balance:                         | 195.00    | 0.00     | 0.00           | 4,805.01  |  |
|                         |      |             |                        |                              |                                  | *Previous Balance:                       |           |          |                | 4,871.30  |  |
| 10 704 0875             |      |             | Cross Country          |                              |                                  |                                          |           |          |                |           |  |
| 10 704 0875             |      |             | Cross Country          |                              |                                  |                                          |           |          |                |           |  |
| 10 1990 8750            |      |             | Cross Country Receipts |                              |                                  |                                          |           |          |                |           |  |
| 09/14/2026              | CR * | 1227        |                        |                              | Correction: XC Shift Sales       |                                          | 0.00      | 364.00   |                |           |  |
| 10 2190 610 000 8760    |      |             | Cross Country Expenses |                              |                                  |                                          |           |          |                |           |  |
| 09/04/2026              | CD   | CBR-0027    | 1974                   |                              | xc post meet sandwich order 9/10 | LCC Booster Club                         | 120.00    | 0.00     |                |           |  |
|                         |      | 260409      |                        |                              |                                  | PENDER PUBLIC SCHOOLS                    | 145.00    | 0.00     |                |           |  |
| 09/09/2026              | CD   | 260909      | 1976                   |                              | XC Meet Entry Fee                | WAYNE COMMUNITY SCHOOLS                  | 100.00    | 0.00     |                |           |  |
| 09/09/2026              | CD   | 260909      | 1977                   |                              | XC Entry Meet Fee                | ELAN FINANCIAL SERVICES: PRO-TUFF DECALS | 195.00    | 0.00     |                |           |  |
| 09/10/2026              | CD   | SST-0044    | 1981                   |                              | 26-27 XC Banners                 | CROFTON COMMUNITY SCHOOL                 | 120.00    | 0.00     |                |           |  |
|                         |      | 218172      |                        |                              |                                  | STANTON PUBLIC SCHOOLS                   | 157.00    | 0.00     |                |           |  |
| 09/15/2026              | CD   | 261509      | 1986                   |                              | XC Meet Entry Fees               | PENDER PUBLIC SCHOOLS                    | 80.00     | 0.00     |                |           |  |
| 09/15/2026              | CD   | 261509      | 1997                   |                              | XC Meet Entry Fees               | STADIUM SPORTS - WAYNE                   | 143.00    | 0.00     |                |           |  |
| 09/30/2026              | CD   | 263009      | 2025                   |                              | District XC Entry Fee            | STADIUM SPORTS - WAYNE                   | 28.00     | 0.00     |                |           |  |
| 09/30/2026              | CD   | CBR-0051    | 2026                   |                              | T shirts                         | STADIUM SPORTS - WAYNE                   | 104.00    | 0.00     |                |           |  |
|                         |      | 64781       |                        |                              |                                  | STADIUM SPORTS - WAYNE                   | 29.00     | 0.00     |                |           |  |
| 09/30/2026              | CD   | CBR-0051    | 2026                   |                              | T shirts 2x                      | STADIUM SPORTS - WAYNE                   | 100.00    | 0.00     |                |           |  |
|                         |      | 64781       |                        |                              |                                  | STADIUM SPORTS - WAYNE                   |           |          |                |           |  |
| 09/30/2026              | CD   | CBR-0051    | 2026                   |                              | Sweatshirt                       | STADIUM SPORTS - WAYNE                   |           |          |                |           |  |
|                         |      | 64781       |                        |                              |                                  | STADIUM SPORTS - WAYNE                   |           |          |                |           |  |
| 09/30/2026              | CD   | CBR-0051    | 2026                   |                              | Sweatshirt 2x                    | STADIUM SPORTS - WAYNE                   |           |          |                |           |  |
|                         |      | 64781       |                        |                              |                                  | STADIUM SPORTS - WAYNE                   |           |          |                |           |  |
| 09/30/2026              | CD   | 263009      | 2028                   |                              | XC Meet Entry Fee                | CREIGHTON COMMUNITY SCHOOLS              |           |          |                |           |  |
|                         |      | 263009      |                        |                              |                                  | *Current Activity                        |           |          |                | (957.00)  |  |
| 10 704 0875             |      |             | Cross Country          |                              |                                  | *Ending Balance:                         | 1,321.00  | 364.00   | 0.00           | 3,914.30  |  |
|                         |      |             |                        |                              |                                  | *Previous Balance:                       |           |          |                | 4,989.99  |  |
|                         |      |             |                        |                              |                                  | *Ending Balance:                         | 0.00      | 0.00     | 0.00           | 4,989.99  |  |
| 10 704 0900             |      |             | SPEECH                 |                              |                                  | Fund Total: 10                           | 19,098.38 | 5,808.39 | 0.00           | 97,335.84 |  |

Cash Receipt Listing - Detail

|                                            |                                                      |                                 |                            |                                  |
|--------------------------------------------|------------------------------------------------------|---------------------------------|----------------------------|----------------------------------|
| <b>Receipt Number: 1224</b>                | <b>Received From: ALLENACTIV ALLEN ACTIVITY FUND</b> | <b>Receipt Date: 09/03/2026</b> | <b>Receipt Key: 1072</b>   | <b>Amount: 340.00</b>            |
| Description: FB Softener Salt FR           | Comment: funds raised by TCNE FB                     |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1110                               | Correction: Softener Salt FB FR                      | 340.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1225</b>                | <b>Received From:</b>                                | <b>Receipt Date: 09/03/2026</b> | <b>Receipt Key: 1073</b>   | <b>Amount: 530.00</b>            |
| Description: FB Softener Salt FR           | Comment: funds raised by TCNE FB                     |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1110                               | Correction: Softener Salt FB FR                      | 530.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1226</b>                | <b>Received From:</b>                                | <b>Receipt Date: 09/11/2026</b> | <b>Receipt Key: 1074</b>   | <b>Amount: 50.00</b>             |
| Description: Activity Pass                 | Comment: Peggy Kliver - Individual                   |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 4110                               | Correction: Season Activity Pass                     | 50.00                           | 10 101                     |                                  |
| <b>Receipt Number: 1227</b>                | <b>Received From:</b>                                | <b>Receipt Date: 09/14/2026</b> | <b>Receipt Key: 1075</b>   | <b>Amount: 364.00</b>            |
| Description: XC Shirt Sales                | Comment:                                             |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 8750                               | Correction: XC Shirt Sales                           | 364.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1228</b>                | <b>Received From: GATEMONEY Gate Money</b>           | <b>Receipt Date: 09/14/2026</b> | <b>Receipt Key: 1076</b>   | <b>Amount: 1,054.00</b>          |
| Description: FB Gate vs Niohara/Verdigre   | Comment:                                             |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1110                               | Correction: FB Gate vs Niohara/Verdigre              | 1,054.00                        | 10 101                     |                                  |
| <b>Receipt Number: 1229</b>                | <b>Received From: GATEMONEY Gate Money</b>           | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1077</b>   | <b>Amount: 516.00</b>            |
| Description: VB Gate vs Creighton          | Comment:                                             |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1110                               | Correction: VB Gate vs Creighton                     | 516.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1230</b>                | <b>Received From: GATEMONEY Gate Money</b>           | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1078</b>   | <b>Amount: 469.00</b>            |
| Description: VB Gate vs Wausa              | Comment:                                             |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1410                               | Correction: VB Gate vs Wausa                         | 469.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1231</b>                | <b>Received From:</b>                                | <b>Receipt Date: 09/22/2026</b> | <b>Receipt Key: 1079</b>   | <b>Amount: 100.00</b>            |
| Description: Activity Pass                 | Comment: Mike/Eileen Mitchell - Couple's Pass        |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 4110                               | Correction: Season Activity Pass                     | 100.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1232</b>                | <b>Received From:</b>                                | <b>Receipt Date: 09/23/2026</b> | <b>Receipt Key: 1080</b>   | <b>Amount: 100.00</b>            |
| Description: Activity Pass                 | Comment: Justin/Monica Warner - Couple's Pass        |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 4110                               | Correction: Season Activity Pass                     | 100.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1233</b>                | <b>Received From: GATEMONEY Gate Money</b>           | <b>Receipt Date: 09/25/2026</b> | <b>Receipt Key: 1081</b>   | <b>Amount: 676.00</b>            |
| Description: VB Gate vs Lyons/Decatur/Bago | Comment:                                             |                                 |                            |                                  |
| <u>Chart of Account Number</u>             | <u>Detail Description</u>                            | <u>Detail Amount</u>            | <u>Cash Account Number</u> | <u>Receivable Account Number</u> |
| 10 1990 1410                               | Correction: VB Gate vs Lyons/Bago                    | 676.00                          | 10 101                     |                                  |
| <b>Receipt Number: 1234</b>                | <b>Received From: GATEMONEY Gate Money</b>           | <b>Receipt Date: 09/28/2026</b> | <b>Receipt Key: 1082</b>   | <b>Amount: 983.00</b>            |
| Description: FB Gate vs Oakland Craig      | Comment:                                             |                                 |                            |                                  |

|                                          |                                              |                      |                                 |                                  |                       |
|------------------------------------------|----------------------------------------------|----------------------|---------------------------------|----------------------------------|-----------------------|
| <u>Chart of Account Number</u>           | <u>Detail Description</u>                    | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> | <u>Amount:</u>        |
| 10 1990 1110                             | Correction: FB Gate vs Oakland Craig         | 983.00               | 10 101                          |                                  |                       |
| <u>Receipt Number: 1235</u>              | <u>Received From: GATEMONEY Gate Money</u>   |                      | <u>Receipt Date: 09/28/2026</u> | <u>Receipt Key: 1087</u>         | <u>Amount: 535.00</u> |
| <u>Description: VB Gate vs Wakefield</u> | <u>Comment:</u>                              |                      |                                 |                                  |                       |
| <u>Chart of Account Number</u>           | <u>Detail Description</u>                    | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                       |
| 10 1990 1410                             | VB Gate vs Wakefield                         | 535.00               | 10 101                          |                                  |                       |
| <u>Receipt Number: 1236</u>              | <u>Received From: SECUBANK SECURITY BANK</u> |                      | <u>Receipt Date: 09/30/2026</u> | <u>Receipt Key: 1088</u>         | <u>Amount: 91.39</u>  |
| <u>Description: September Interest</u>   | <u>Comment:</u>                              |                      |                                 |                                  |                       |
| <u>Chart of Account Number</u>           | <u>Detail Description</u>                    | <u>Detail Amount</u> | <u>Cash Account Number</u>      | <u>Receivable Account Number</u> |                       |
| 10 1510 4610                             | September Interest                           | 91.39                | 10 101                          |                                  |                       |
| <u>Summary Totals</u>                    |                                              |                      |                                 |                                  |                       |
| <u>Account Type</u>                      |                                              | <u>Cash Accounts</u> |                                 | <u>Receivable Accounts</u>       |                       |
| Subtotal Revenue                         | 5,808.39                                     | 10 101               | 5,808.39                        |                                  |                       |
| Subtotal Expense                         |                                              |                      |                                 |                                  |                       |
| Subtotal General Ledger                  |                                              |                      |                                 |                                  |                       |
| <u>Total:</u>                            | <u>5,808.39</u>                              |                      |                                 |                                  |                       |

Batch Description: TCNE Activity September 2026 Check Rec  
Checking Account: 10

Processing Month: 09/2026

TCNE Activity

| Check/Reference Number | Description       | Date       | Amount     |
|------------------------|-------------------|------------|------------|
|                        | Statement Balance | 09/30/2026 | 104,673.59 |

Outstanding Checks

| Check/Reference Number | Description                      | Date       | Amount   |
|------------------------|----------------------------------|------------|----------|
| 1586                   | LaserWave Graphics               | 03/03/2025 | 220.00   |
| 1616                   | LAUREL-CONCORD-COLERIDGE SCHOOLS | 04/22/2025 | 260.00   |
| 1785                   | JOSH HARRAL                      | 11/06/2025 | 25.00    |
| 1959                   | Timarie Bebee-Hansen             | 08/25/2026 | 200.00   |
| 1974                   | LCC Booster Club                 | 09/04/2026 | 120.00   |
| 1982                   | CARTER NEWTON                    | 09/10/2026 | 25.00    |
| 1983                   | GABE OLESEN                      | 09/10/2026 | 50.00    |
| 1987                   | STEVE KAY                        | 09/11/2026 | 180.00   |
| 1991                   | TIM HAGLUND                      | 09/11/2026 | 180.00   |
| 1994                   | DAWN OSWALD                      | 09/15/2026 | 200.00   |
| 1995                   | Timarie Bebee-Hansen             | 09/15/2026 | 200.00   |
| 1996                   | CROFTON COMMUNITY SCHOOL         | 09/15/2026 | 120.00   |
| 1997                   | STANTON PUBLIC SCHOOLS           | 09/15/2026 | 157.00   |
| 2005                   | PONCA PUBLIC SCHOOL              | 09/22/2026 | 120.00   |
| 2010                   | AXTON OLSUFKA                    | 09/24/2026 | 25.00    |
| 2011                   | LONDON JANSEN                    | 09/24/2026 | 180.00   |
| 2012                   | BRUCE HAISCH                     | 09/24/2026 | 180.00   |
| 2016                   | DAWN OSWALD                      | 09/24/2026 | 220.00   |
| 2020                   | PAUL EATON                       | 09/24/2026 | 160.00   |
| 2024                   | HARTINGTON-NEWCASTLE SCHOOL      | 09/29/2026 | 150.00   |
| 2025                   | PENDER PUBLIC SCHOOLS            | 09/30/2026 | 80.00    |
| 2026                   | STADIUM SPORTS - WAYNE           | 09/30/2026 | 304.00   |
| 2027                   | BRIANA Ostrand                   | 09/30/2026 | 599.29   |
| 2028                   | CREIGHTON COMMUNITY SCHOOLS      | 09/30/2026 | 100.00   |
| Total:                 |                                  |            | 4,055.29 |

| Statement Balance | Outstanding Total | Balance on Books | Cash Account Balance | Difference |
|-------------------|-------------------|------------------|----------------------|------------|
| 104,673.59        | (4,055.29)        | 100,618.30       | 100,616.30           | 2.00       |

Cleared Automatic Payment Total:

Cleared Checks Total: 17,790.09

Cleared Direct Deposit Total:

Cleared Void Total:

Cleared Cash Receipt Total: 5,808.39

Cleared Manual Journal Entries Total:

Cleared Sales Journal Total:



| PO Number             | Invoice Number                  | Vendor Name                     | Invoice Date | Amount   |
|-----------------------|---------------------------------|---------------------------------|--------------|----------|
| Account Number        |                                 | Detail Description              |              | Amount   |
| Checking Account ID 1 |                                 | Fund Number 01 GENERAL FUND     |              |          |
|                       | Football Field                  | ALPINE LAWN SERVICE             | 09/15/2026   | 560.00   |
| 01 2620 340 001       |                                 | Spray Football Field            |              | 280.00   |
| 01 2620 340 004       |                                 | Spray Football Field            |              | 280.00   |
|                       | PlayGround                      | ALPINE LAWN SERVICE             | 09/18/2026   | 95.00    |
| 01 2620 340 002       |                                 | PlayGroundFertilizer            |              | 95.00    |
| Total                 | ALPINE LAWN SERVICE             |                                 |              | 655.00   |
|                       | 113-1429411-8009859             | AMAZON CAPITAL SERVICES         | 09/22/2026   | 31.00    |
| 01 2510 610 000       |                                 | Hanging Folders                 |              | 31.00    |
|                       | 1GV9-96LL-3TD4                  | AMAZON CAPITAL SERVICES         | 09/17/2026   | 27.50    |
| 01 2210 410 000       |                                 | Med Box                         |              | 27.50    |
|                       | 1Q4R-G3TF-K669                  | AMAZON CAPITAL SERVICES         | 09/16/2026   | 7.99     |
| 01 2410 610 002       |                                 | Bags for Organizing             |              | 7.99     |
|                       | 1V33-6WHX-GY3G                  | AMAZON CAPITAL SERVICES         | 10/07/2026   | 587.75   |
| 01 2210 410 000       |                                 | Nursing Supplies                |              | 587.75   |
|                       | REFUND                          | AMAZON CAPITAL SERVICES         | 09/02/2026   | (103.40) |
| 01 2210 410 000       |                                 | Med box return                  |              | (103.40) |
| Total                 | AMAZON CAPITAL SERVICES         |                                 |              | 550.84   |
|                       | 1222876                         | APPEARA                         | 09/17/2026   | 71.10    |
| 01 2610 610 002       |                                 | Supplies                        |              | 71.10    |
|                       | 1227028                         | APPEARA                         | 09/17/2026   | 174.80   |
| 01 2610 610 004       |                                 | Supplies                        |              | 87.40    |
| 01 2610 610 001       |                                 | Supplies                        |              | 87.40    |
| Total                 | APPEARA                         |                                 |              | 245.90   |
|                       | 8994656                         | BLICK ART                       | 09/28/2026   | 79.20    |
| 01 1100 610 001       |                                 | Art Supplies                    |              | 79.20    |
| Total                 | BLICK ART                       |                                 |              | 79.20    |
|                       | Reimbursement                   | Brown, Mackenzie                | 09/25/2026   | 17.00    |
| 01 2410 810 001       |                                 | Reimbursement flowers           |              | 17.00    |
| Total                 | Brown, Mackenzie                |                                 |              | 17.00    |
|                       | o106923C                        | CAPITAL SANITARY SUPPLY CO, INC | 09/25/2026   | 83.20    |
| 01 2610 610 001       |                                 | Supplies                        |              | 41.60    |
| 01 2610 610 004       |                                 | Supplies                        |              | 41.60    |
|                       | o108993                         | CAPITAL SANITARY SUPPLY CO, INC | 09/25/2026   | 821.32   |
| 01 2610 610 001       |                                 | Supplies                        |              | 410.66   |
| 01 2610 610 004       |                                 | Supplies                        |              | 410.66   |
|                       | o109447                         | CAPITAL SANITARY SUPPLY CO, INC | 10/02/2026   | 368.28   |
| 01 2610 610 001       |                                 | Supplies                        |              | 184.14   |
| 01 2610 610 004       |                                 | Supplies                        |              | 184.14   |
| Total                 | CAPITAL SANITARY SUPPLY CO, INC |                                 |              | 1,272.80 |
|                       | Homecoming Gate                 | CASH                            | 09/23/2026   | 300.00   |
| 01 2410 890 001       |                                 | Homecoming Gate                 |              | 300.00   |
| Total                 | CASH                            |                                 |              | 300.00   |
|                       | 26-093170                       | DIVERSIFIED SAFETY & COMPLIANCE | 09/17/2026   | 75.00    |
| 01 2710 810 000       |                                 | TuckerDOT                       |              | 75.00    |

| PO Number       | Invoice Number                  | Vendor Name                     | Invoice Date | Amount   |
|-----------------|---------------------------------|---------------------------------|--------------|----------|
| Account Number  |                                 | Detail Description              |              | Amount   |
|                 | 26-093262                       | DIVERSIFIED SAFETY & COMPLIANCE | 09/24/2026   | 155.00   |
| 01 2710 810 000 |                                 | DOT Dennis Tuttle               |              | 155.00   |
| Total           | DIVERSIFIED SAFETY & COMPLIANCE |                                 |              | 230.00   |
|                 | 2026 Ford Transit               | DIXON COUNTY TREASURER          | 09/29/2026   | 15.00    |
| 01 2710 810 000 |                                 | License 26 Ford Transit         |              | 15.00    |
| Total           | DIXON COUNTY TREASURER          |                                 |              | 15.00    |
| 27-064          | Doane<br>Registration           | DOANE UNIVERSITY                | 09/21/2026   | 120.00   |
| 01 1100 810 001 |                                 | Registration                    |              | 120.00   |
| Total           | DOANE UNIVERSITY                |                                 |              | 120.00   |
|                 | New to You                      | E-H ACTIVITY ACCOUNT            | 09/24/2026   | 2,000.00 |
| 01 8000 752 000 |                                 | New to You                      |              | 2,000.00 |
| Total           | E-H ACTIVITY ACCOUNT            |                                 |              | 2,000.00 |
|                 | 9401812-0                       | EAKES OFFICE SOLUTIONS          | 09/10/2026   | 181.80   |
| 01 2510 610 000 |                                 | Paper                           |              | 181.80   |
|                 | 9401813-0                       | EAKES OFFICE SOLUTIONS          | 09/14/2026   | 15.36    |
| 01 1100 610 002 |                                 | Supplies                        |              | 15.36    |
| Total           | EAKES OFFICE SOLUTIONS          |                                 |              | 197.16   |
|                 | 013813                          | ESU ONE                         | 09/25/2026   | 7,629.40 |
| 01 2230 810 000 |                                 | Participation Fee               |              | 7,629.40 |
|                 | 013855                          | ESU ONE                         | 09/25/2026   | 90.00    |
| 01 1100 810 001 |                                 | Improvement Workshop            |              | 90.00    |
|                 | 1601                            | ESU ONE                         | 09/30/2026   | 30.00    |
| 01 1100 810 001 |                                 | STEM workshop                   |              | 15.00    |
| 01 1100 810 004 |                                 | STEM workshop                   |              | 15.00    |
|                 | 1612                            | ESU ONE                         | 09/30/2026   | 30.00    |
| 01 1100 810 001 |                                 | Act Score                       |              | 30.00    |
|                 | 1648                            | ESU ONE                         | 10/07/2026   | 60.00    |
| 01 1100 810 001 |                                 | PE Network workshop             |              | 20.00    |
| 01 1100 810 004 |                                 | PE Network workshop             |              | 20.00    |
| 01 1100 810 002 |                                 | PE Network workshop             |              | 20.00    |
|                 | SP 10875                        | ESU ONE                         | 09/21/2026   | 30.00    |
| 01 1100 810 002 |                                 | Workshop Doug                   |              | 30.00    |
| Total           | ESU ONE                         |                                 |              | 7,869.40 |
|                 | PO27-080                        | EWELL EDUCATIONAL SERVICES      | 09/25/2026   | 210.00   |
| 01 1100 810 001 |                                 | AET                             |              | 210.00   |
| Total           | EWELL EDUCATIONAL SERVICES      |                                 |              | 210.00   |
|                 | 2066372                         | FASTWYRE BROADBAND              | 10/01/2026   | 138.22   |
| 01 1100 382 000 |                                 | Internet                        |              | 138.22   |
| Total           | FASTWYRE BROADBAND              |                                 |              | 138.22   |
|                 | CreditCard Sept<br>26           | FNBT BANK                       | 10/07/2026   | 1,029.19 |
| 01 1100 610 001 |                                 | Bambu Lab                       |              | 67.97    |
| 01 1100 810 000 |                                 | you tube music                  |              | 17.11    |
| 01 1100 810 000 |                                 | Smug Mug                        |              | 120.00   |
| 01 1100 810 002 |                                 | TPT                             |              | 65.88    |

| PO Number                                        | Invoice Number   | Vendor Name                                | Invoice Date | Amount   |
|--------------------------------------------------|------------------|--------------------------------------------|--------------|----------|
| Account Number                                   |                  | Detail Description                         |              | Amount   |
| 01 2410 810 002                                  |                  | Scripps Elem                               |              | 199.00   |
| 01 2410 810 004                                  |                  | Scripps MS                                 |              | 199.00   |
| 01 2320 810 000                                  |                  | NCSA                                       |              | 150.00   |
| 01 2320 890 000                                  |                  | 4th Jug                                    |              | 49.73    |
| 01 2410 890 001                                  |                  | Main Street Cup HS                         |              | 53.50    |
| 01 2410 890 002                                  |                  | Main Street Cup Elem                       |              | 53.50    |
| 01 2410 890 004                                  |                  | Main Street Cup MS                         |              | 53.50    |
| Total FNB T BANK                                 |                  |                                            |              | 1,029.19 |
|                                                  | 6151             | HNH AUTO REPAIR                            | 09/21/2026   | 275.00   |
| 01 2730 431 000                                  |                  | Def Fluid                                  |              | 275.00   |
|                                                  | 6449             | HNH AUTO REPAIR                            | 09/14/2026   | 80.42    |
| 01 2730 431 000                                  |                  | Oil Change                                 |              | 80.42    |
|                                                  | 6463             | HNH AUTO REPAIR                            | 09/16/2026   | 159.98   |
| 01 2730 431 000                                  |                  | Bus 15                                     |              | 159.98   |
|                                                  | 6491             | HNH AUTO REPAIR                            | 09/21/2026   | 574.64   |
| 01 2730 431 000                                  |                  | new battery                                |              | 574.64   |
| Total HNH AUTO REPAIR                            |                  |                                            |              | 1,090.04 |
|                                                  | 26               | HOMETOWN LEASING                           | 09/30/2026   | 1,200.33 |
| 01 2510 440 000                                  |                  | Printers                                   |              | 1,200.33 |
| Total HOMETOWN LEASING                           |                  |                                            |              | 1,200.33 |
| 27-063                                           | S576892          | IXL LEARNING                               | 09/21/2026   | 5,500.00 |
| 01 1100 643 000                                  |                  | Math, ELA, Science                         |              | 5,500.00 |
| Total IXL LEARNING                               |                  |                                            |              | 5,500.00 |
|                                                  | 2609216947345    | KING'S DISPOSAL                            | 10/01/2026   | 852.00   |
| 01 2610 420 001                                  |                  | Trash Collection                           |              | 284.00   |
| 01 2610 420 002                                  |                  | Trash Collection                           |              | 284.00   |
| 01 2610 420 004                                  |                  | Trash Collection                           |              | 284.00   |
| Total KING'S DISPOSAL                            |                  |                                            |              | 852.00   |
|                                                  | 75106862         | MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC | 09/30/2026   | 639.78   |
| 01 1100 810 004                                  |                  | Math Eteacher                              |              | 319.89   |
| 01 1100 810 001                                  |                  | Math Eteacher                              |              | 319.89   |
| Total MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC |                  |                                            |              | 639.78   |
|                                                  | District 4       | NAEA                                       | 09/24/2026   | 250.00   |
| 01 1100 810 001                                  |                  | District Dues                              |              | 250.00   |
| Total NAEA                                       |                  |                                            |              | 250.00   |
|                                                  | LINDA MEMBERSHIP | NCSA                                       | 10/02/2026   | 435.00   |
| 01 2510 810 000                                  |                  | Linda Membership                           |              | 435.00   |
| Total NCSA                                       |                  |                                            |              | 435.00   |
|                                                  | Bard Meeting     | NEBRASKA JOURNAL-LEADER                    | 09/24/2026   | 38.89    |
| 01 2310 540 000                                  |                  | Tax Request                                |              | 38.89    |
|                                                  | Board meeting    | NEBRASKA JOURNAL-LEADER                    | 09/24/2026   | 30.95    |
| 01 2310 540 000                                  |                  | Budget Hearing                             |              | 30.95    |
|                                                  | Sept 15          | NEBRASKA JOURNAL-LEADER                    | 09/24/2026   | 134.12   |
| 01 2310 540 000                                  |                  | Board MIn                                  |              | 134.12   |



| PO Number       | Invoice Number                       | Vendor Name                          | Invoice Date | Amount |
|-----------------|--------------------------------------|--------------------------------------|--------------|--------|
| Account Number  |                                      | Detail Description                   |              | Amount |
|                 | sept. 10                             | NEBRASKA JOURNAL-LEADER              | 09/10/2026   | 209.16 |
| 01 2310 540 000 |                                      | Budget hearing                       |              | 209.16 |
|                 | September 10                         | NEBRASKA JOURNAL-LEADER              | 09/10/2026   | 209.16 |
| 01 2310 540 000 |                                      | budget meeting                       |              | 209.16 |
|                 | September 10 a                       | NEBRASKA JOURNAL-LEADER              | 09/10/2026   | 23.32  |
| 01 2310 540 000 |                                      | Agenda for boe                       |              | 23.32  |
| Total           | NEBRASKA JOURNAL-LEADER              |                                      |              | 645.60 |
|                 | 2026 Middle Level                    | Nebraska Music Education Association | 09/28/2026   | 90.00  |
| 01 1100 810 004 |                                      | MS                                   |              | 90.00  |
|                 | All State Concert                    | Nebraska Music Education Association | 09/28/2026   | 25.00  |
| 01 1100 810 001 |                                      | All State Concert Band               |              | 25.00  |
| Total           | Nebraska Music Education Association |                                      |              | 115.00 |
|                 | Renewal Linda                        | NEBRASKA NOTARY ASSOCIATION          | 09/23/2026   | 176.47 |
| 01 2510 810 000 |                                      | Linda Rohde Renewal                  |              | 176.47 |
| Total           | NEBRASKA NOTARY ASSOCIATION          |                                      |              | 176.47 |
|                 | 92000003533                          | NIBC                                 | 10/05/2026   | 100.00 |
| 01 1100 440 001 |                                      | Ice Machine                          |              | 50.00  |
| 01 1100 440 004 |                                      | Ice Machine                          |              | 50.00  |
| Total           | NIBC                                 |                                      |              | 100.00 |
|                 | 2022216451                           | ONE SOURCE                           | 09/01/2026   | 72.00  |
| 01 2510 810 000 |                                      | Background Company                   |              | 72.00  |
| Total           | ONE SOURCE                           |                                      |              | 72.00  |
| 27-066          | Homecoming Dance                     | PHASE ONE ENTERTAINMENT              | 09/21/2026   | 700.00 |
| 01 2410 810 001 |                                      | Homecoming Remainder                 |              | 700.00 |
| Total           | PHASE ONE ENTERTAINMENT              |                                      |              | 700.00 |
|                 | 318576                               | Pioneer Athletics                    | 09/29/2026   | 689.90 |
| 01 2620 610 001 |                                      | Field Paint                          |              | 344.95 |
| 01 2620 610 004 |                                      | Field Paint                          |              | 344.95 |
| Total           | Pioneer Athletics                    |                                      |              | 689.90 |
|                 | 1010138                              | PONY EXPRESS                         | 09/12/2026   | 48.48  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 48.48  |
|                 | 1010731                              | PONY EXPRESS                         | 10/14/2026   | 63.96  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 63.96  |
|                 | 1011244                              | PONY EXPRESS                         | 10/16/2026   | 39.59  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 39.59  |
|                 | 1011289                              | PONY EXPRESS                         | 09/16/2026   | 60.80  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 60.80  |
|                 | 1011320                              | PONY EXPRESS                         | 09/16/2026   | 59.29  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 59.29  |
|                 | 1011432                              | PONY EXPRESS                         | 09/17/2026   | 47.01  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 47.01  |
|                 | 1012095                              | PONY EXPRESS                         | 09/19/2026   | 62.49  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 62.49  |
|                 | 1012969                              | PONY EXPRESS                         | 09/23/2026   | 94.04  |
| 01 2650 626 000 |                                      | Fuel                                 |              | 94.04  |
|                 | 1013013                              | PONY EXPRESS                         | 09/23/2026   | 56.55  |

| PO Number                       | Invoice Number | Vendor Name               | Invoice Date | Amount |
|---------------------------------|----------------|---------------------------|--------------|--------|
| Account Number                  |                | Detail Description        |              | Amount |
| 01 2650 626 000                 |                | Fuel                      |              | 56.55  |
|                                 | 1014197        | PONY EXPRESS              | 09/28/2026   | 52.03  |
| 01 2650 626 000                 |                | Fuel                      |              | 52.03  |
|                                 | 1014339        | PONY EXPRESS              | 09/29/2026   | 49.21  |
| 01 2650 626 000                 |                | Fuel                      |              | 49.21  |
|                                 | 1014415        | PONY EXPRESS              | 09/29/2026   | 60.34  |
| 01 2650 626 000                 |                | Fuel                      |              | 60.34  |
|                                 | 1019406        | PONY EXPRESS              | 09/09/2026   | 74.22  |
| 01 2650 626 000                 |                | Fuel                      |              | 74.22  |
| Total PONY EXPRESS              |                |                           |              | 768.01 |
|                                 | 00HQ02087977   | POST 60 MARKET            | 09/01/2026   | 14.59  |
| 01 2210 410 000                 |                | Nurse supply              |              | 14.59  |
|                                 | 00HQ02088174   | POST 60 MARKET            | 09/02/2026   | 206.67 |
| 01 1200 610 001                 |                | Sped                      |              | 103.34 |
| 01 1200 610 004                 |                | Sped                      |              | 103.33 |
|                                 | 00HQ02090906   | POST 60 MARKET            | 09/21/2026   | 53.36  |
| 01 2410 610 001                 |                | PT Conferences            |              | 17.79  |
| 01 2410 610 002                 |                | PT Conferences            |              | 17.78  |
| 01 2410 610 004                 |                | PT Conferences            |              | 17.79  |
|                                 | 00HQ0288997    | POST 60 MARKET            | 09/08/2026   | 27.02  |
| 01 2410 610 001                 |                | Teacher fair              |              | 27.02  |
|                                 | 091404         | POST 60 MARKET            | 09/25/2026   | 5.85   |
| 01 2320 610 000                 |                | Water for Officials       |              | 5.85   |
|                                 | 091941         | POST 60 MARKET            | 09/29/2026   | 16.66  |
| 01 2210 410 000                 |                | Elm Supplies              |              | 16.66  |
| Total POST 60 MARKET            |                |                           |              | 324.15 |
|                                 | 748836C        | PRESTO-X                  | 10/01/2026   | 124.20 |
| 01 2620 340 002                 |                | Pest Maintenance          |              | 41.40  |
| 01 2620 340 004                 |                | Pest Maintenance          |              | 41.40  |
| 01 2620 340 001                 |                | Pest Maintenance          |              | 41.40  |
|                                 | o108993a       | PRESTO-X                  | 10/02/2026   | 42.80  |
| 01 2610 610 004                 |                | Mop and disinfectant      |              | 21.40  |
| 01 2610 610 001                 |                | Mop and disinfectant      |              | 21.40  |
| Total PRESTO-X                  |                |                           |              | 167.00 |
|                                 | File Cabinet   | QUILL LLC                 | 09/22/2026   | 216.00 |
| 01 2510 610 000                 |                | Business office           |              | 216.00 |
| Total QUILL LLC                 |                |                           |              | 216.00 |
|                                 | 11058254       | RAYS MID-BELL MUSIC, INC. | 09/18/2026   | 50.20  |
| 01 1100 340 000                 |                | Repairs                   |              | 50.20  |
|                                 | 11066518       | RAYS MID-BELL MUSIC, INC. | 10/01/2026   | 59.96  |
| 01 1100 610 002                 |                | Reeds and Valve Oil       |              | 19.99  |
| 01 1100 610 004                 |                | Reeds and Valve Oil       |              | 19.99  |
| 01 1100 610 001                 |                | Reeds and Valve Oil       |              | 19.98  |
| Total RAYS MID-BELL MUSIC, INC. |                |                           |              | 110.16 |
|                                 | Sept26         | SAMS CLUB MC/SYNCB        | 10/09/2026   | 418.63 |
| 01 1100 810 001                 |                | Dues                      |              | 10.00  |
| 01 2410 890 001                 |                | PT Conference             |              | 83.98  |
| 01 2410 890 004                 |                | PT Conference             |              | 83.99  |
| 01 2410 890 002                 |                | PT Conference             |              | 83.99  |

| PO Number           | Invoice Number                      | Vendor Name                         | Invoice Date | Amount            |
|---------------------|-------------------------------------|-------------------------------------|--------------|-------------------|
| Account Number      |                                     | Detail Description                  |              | Amount            |
| 01 2510 610 000     |                                     | Supplies                            |              | 140.18            |
| 01 2510 610 000     |                                     | Fees                                |              | 16.49             |
| Total               | SAMS CLUB MC/SYNCB                  |                                     |              | 418.63            |
|                     | 124646                              | THOMPSON SOLUTIONS GROUP            | 09/16/2026   | 221.00            |
| 01 2620 340 001     |                                     | HVAC check                          |              | 110.50            |
| 01 2620 340 004     |                                     | HVAC check                          |              | 110.50            |
| Total               | THOMPSON SOLUTIONS GROUP            |                                     |              | 221.00            |
|                     | 334793                              | Tucker, Alexandra                   | 09/16/2026   | 14.87             |
| 01 2710 580 000     |                                     | Reimbursement of meal               |              | 14.87             |
| Total               | Tucker, Alexandra                   |                                     |              | 14.87             |
|                     | 139061                              | US OMNI & TSACG COMPLIANCE SERVICES | 09/17/2026   | 41.67             |
| 01 2510 810 000     |                                     | retirement plan                     |              | 41.67             |
| Total               | US OMNI & TSACG COMPLIANCE SERVICES |                                     |              | 41.67             |
|                     | Sept 26                             | VILLAGE OF EMERSON                  | 10/09/2026   | 6,761.00          |
| 01 2610 410 001     |                                     | HS Water                            |              | 89.71             |
| 01 2610 410 002     |                                     | Elem Water                          |              | 347.42            |
| 01 2610 410 004     |                                     | MS Water                            |              | 89.71             |
| 01 2610 621 001     |                                     | HS Electric                         |              | 2,333.79          |
| 01 2610 621 002     |                                     | Elem Electric                       |              | 1,566.58          |
| 01 2610 621 004     |                                     | MS Electric                         |              | 2,333.79          |
| Total               | VILLAGE OF EMERSON                  |                                     |              | 6,761.00          |
|                     | 93717                               | WAKEFIELD REPUBLICAN                | 08/13/2026   | 57.75             |
| 01 2310 540 000     |                                     | Secretary application               |              | 57.75             |
| Total               | WAKEFIELD REPUBLICAN                |                                     |              | 57.75             |
|                     | 19319                               | WARREN OIL CO                       | 09/30/2026   | 2,501.94          |
| 01 2650 626 000     |                                     | Bus Fuel                            |              | 2,501.94          |
| Total               | WARREN OIL CO                       |                                     |              | 2,501.94          |
|                     | HoCo Flowers                        | WAYNE GREENHOUSE                    | 09/25/2026   | 166.50            |
| 01 2410 810 001     |                                     | Flowers                             |              | 166.50            |
| Total               | WAYNE GREENHOUSE                    |                                     |              | 166.50            |
|                     | FYI Magazine                        | WAYNE HERALD                        | 09/30/2026   | 425.00            |
| 01 2320 610 000     |                                     | FYI Magazine                        |              | 425.00            |
| Total               | WAYNE HERALD                        |                                     |              | 425.00            |
| Fund Number         | 01                                  |                                     |              | 39,589.51         |
| Checking Account ID | 1                                   | Fund Number                         | 02           | DEPRECIATION FUND |
|                     | 2026 Ford Transit                   | WOODHOUSE                           | 09/17/2026   | 68,412.00         |
| 02 2900 732 000     |                                     | 2026 Ford Transit                   |              | 68,412.00         |
| Total               | WOODHOUSE                           |                                     |              | 68,412.00         |
| Fund Number         | 02                                  |                                     |              | 68,412.00         |
| Checking Account ID | 1                                   | Fund Number                         | 06           | NUTRITION FUND    |
|                     | 1222875                             | APPEARA                             | 09/17/2026   | 20.00             |

Board Report - Detail

| PO Number                     | Invoice Number | Vendor Name             | Invoice Date  | Amount     |
|-------------------------------|----------------|-------------------------|---------------|------------|
| Account Number                |                | Detail Description      |               | Amount     |
| 06 3100 890 002               |                | Supplies                |               | 20.00      |
| Total APPEARA                 |                |                         |               | 20.00      |
|                               | 15251780       | CASH-WA                 | 09/28/2026    | 808.46     |
| 06 2300 400 000               |                | Lunch                   |               | 808.46     |
| Total CASH-WA                 |                |                         |               | 808.46     |
|                               | 9-4-2026       | CLINCH PRODUCE          | 10/02/2026    | 397.00     |
| 06 2300 400 000               |                | Fruit                   |               | 397.00     |
| Total CLINCH PRODUCE          |                |                         |               | 397.00     |
|                               | 14806          | HILAND DAIRY            | 08/31/2026    | 878.26     |
| 06 3100 630 000               |                | Sept Milk               |               | 878.26     |
|                               | 22580          | HILAND DAIRY            | 08/31/2026    | 498.22     |
| 06 3100 630 000               |                | Sept Milk               |               | 498.22     |
|                               | 22648          | HILAND DAIRY            | 08/31/2026    | 246.00     |
| 06 3100 630 000               |                | Sept Milk               |               | 246.00     |
| Total HILAND DAIRY            |                |                         |               | 1,622.48   |
|                               | CinRolls       | Pender School Nutrition | 09/10/2026    | 37.94      |
| 06 2300 400 000               |                | Cinnamon Rolls          |               | 37.94      |
| Total Pender School Nutrition |                |                         |               | 37.94      |
|                               | Hot Lunches    | POST 60 MARKET          | 09/29/2026    | 448.73     |
| 06 2300 600 000               |                | Hot Lunch               |               | 3.35       |
| 06 2300 400 000               |                | Hot Lunch               |               | 124.67     |
| 06 2300 400 000               |                | Hot Lunch               |               | 131.45     |
| 06 2300 400 000               |                | Hot Lunch               |               | 3.55       |
| 06 2300 400 000               |                | Hot Lunch               |               | 148.88     |
| 06 2300 400 000               |                | Hot Lunch               |               | 36.83      |
| Total POST 60 MARKET          |                |                         |               | 448.73     |
|                               | Sept26         | SAMS CLUB MC/SYNCB      | 10/09/2026    | 400.33     |
| 06 3100 630 000               |                | Fruit                   |               | 124.19     |
| 06 3100 630 000               |                | Fruit                   |               | 124.19     |
| 06 3100 630 000               |                | Food                    |               | 151.95     |
| Total SAMS CLUB MC/SYNCB      |                |                         |               | 400.33     |
|                               | Hot Lunch      | SYSCO                   | 09/28/2026    | 5,325.22   |
| 06 2300 400 000               |                | Hot Lunch               |               | (422.59)   |
| 06 2300 400 000               |                | 761165584               |               | 592.52     |
| 06 2300 400 000               |                | 761108968               |               | 46.88      |
| 06 2300 400 000               |                | 761190535               |               | 5,108.41   |
| Total SYSCO                   |                |                         |               | 5,325.22   |
| Fund Number 06                |                |                         |               | 9,060.16   |
| Checking Account ID 1         |                |                         |               | 117,061.67 |
| Checking Account ID 5         |                | Fund Number 05          | ACTIVITY FUND |            |
| 112-8013543-9497865           |                | AMAZON CAPITAL SERVICES | 09/27/2026    | 133.30     |
| 05 2900 610 000 0425          |                | Homecoming              |               | 87.10      |

| PO Number            | Invoice Number              | Vendor Name                 | Invoice Date | Amount   |
|----------------------|-----------------------------|-----------------------------|--------------|----------|
| Account Number       |                             | Detail Description          |              | Amount   |
| 05 2900 610 000 0460 |                             | Homecoming                  |              | 46.20    |
|                      | 1LKG-4VKV-X47W              | AMAZON CAPITAL SERVICES     | 10/05/2026   | 34.23    |
| 05 2900 610 000 0540 |                             | Carnival Supplies           |              | 34.23    |
| Total                | AMAZON CAPITAL SERVICES     |                             |              | 167.53   |
|                      | NHS                         | Biere, Zach                 | 10/01/2026   | 50.00    |
| 05 2900 610 000 0425 |                             | Yardline                    |              | 50.00    |
| Total                | Biere, Zach                 |                             |              | 50.00    |
|                      | 9/20                        | CASH                        | 09/18/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | Concession                  |              | 300.00   |
|                      | Baby Shower Dylan           | CASH                        | 09/16/2026   | 50.00    |
| 05 2900 610 000 0470 |                             | Baby Shower                 |              | 50.00    |
|                      | BookFair                    | CASH                        | 09/21/2026   | 170.00   |
| 05 2900 610 000 0360 |                             | Cash for Bookfair           |              | 170.00   |
|                      | Con. 9/26                   | CASH                        | 09/21/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | ConsVBQuad                  |              | 300.00   |
|                      | Dance                       | CASH                        | 09/24/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | HoCoDance                   |              | 300.00   |
|                      | FB 10/9/26                  | CASH                        | 10/07/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | FB concessions              |              | 300.00   |
|                      | FB28                        | CASH                        | 09/24/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | FB9/28                      |              | 300.00   |
|                      | Gate                        | CASH                        | 09/21/2026   | 400.00   |
| 05 2900 610 000 0412 |                             | Gate9/26                    |              | 400.00   |
|                      | HoCo26                      | CASH                        | 09/21/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | Concessions HoCo            |              | 300.00   |
|                      | VB9/24                      | CASH                        | 09/21/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | Volleyball9/24              |              | 300.00   |
|                      | VB9/28                      | CASH                        | 09/24/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | VB9/28                      |              | 300.00   |
|                      | YouthFB                     | CASH                        | 10/07/2026   | 300.00   |
| 05 2900 610 000 0130 |                             | Concession                  |              | 300.00   |
| Total                | CASH                        |                             |              | 3,320.00 |
|                      | PO 27-065                   | Country Nursery             | 09/21/2026   | 3,835.00 |
| 05 2900 610 000 0340 |                             | Downpayment                 |              | 3,835.00 |
| Total                | Country Nursery             |                             |              | 3,835.00 |
|                      | GENERAL FUND                | EMERSON HUBBARD COMM SCHOOL | 09/10/2026   | 2,092.25 |
| 05 2900 610 000 0540 |                             | Transfer                    |              | 2,092.25 |
| Total                | EMERSON HUBBARD COMM SCHOOL |                             |              | 2,092.25 |
|                      | Credit Card                 | FNBT BANK                   | 10/01/2026   | 886.21   |
| 05 2900 610 000 0470 |                             | Post 60                     |              | 14.08    |
| 05 2900 610 000 0485 |                             | VSP                         |              | 376.25   |
| 05 2900 610 000 0485 |                             | Swift Robotics              |              | 18.24    |
| 05 2900 610 000 0485 |                             | VSP                         |              | 350.00   |
| 05 2900 610 000 0400 |                             | SmugMug                     |              | 120.00   |
| 05 2900 610 000 0400 |                             | Apple                       |              | 7.64     |
| Total                | FNBT BANK                   |                             |              | 886.21   |
|                      | 27-072                      | Hansen, Morgan              | 09/23/2026   | 15.00    |

| PO Number            | Invoice Number                   | Vendor Name                      | Invoice Date | Amount    |
|----------------------|----------------------------------|----------------------------------|--------------|-----------|
| Account Number       |                                  | Detail Description               |              | Amount    |
| 05 2900 610 000 0425 |                                  | Shirt Reimbursement              |              | 15.00     |
| Total                | Hansen, Morgan                   |                                  |              | 15.00     |
|                      | inv/2026/05                      | HARTINGTON NEWCASTLE FFA         | 09/29/2026   | 70.00     |
| 05 2900 610 000 0420 |                                  | Dairy judging meals              |              | 70.00     |
| Total                | HARTINGTON NEWCASTLE FFA         |                                  |              | 70.00     |
|                      | 27-102                           | HOT LUNCH FUND                   | 10/08/2026   | 40.00     |
| 05 2900 610 000 0130 |                                  | Cinnamon Rolls                   |              | 40.00     |
| Total                | HOT LUNCH FUND                   |                                  |              | 40.00     |
|                      | NHS Fundraisers                  | Lawrence, Tony                   | 10/01/2026   | 50.00     |
| 05 2900 610 000 0425 |                                  | Yardlines                        |              | 50.00     |
| Total                | Lawrence, Tony                   |                                  |              | 50.00     |
|                      | 000489001020                     | NAVIGATOR MOTORCOACHES INC       | 10/01/2026   | 10,137.00 |
| 05 2900 610 000 0420 |                                  | MotorCoach                       |              | 10,137.00 |
| Total                | NAVIGATOR MOTORCOACHES INC       |                                  |              | 10,137.00 |
|                      | Wildcat invitational             | NE COUNCIL ON ECONOMIC EDUCATION | 09/21/2026   | 120.00    |
| 05 2900 610 000 0415 |                                  | FBLA Lunches                     |              | 120.00    |
| Total                | NE COUNCIL ON ECONOMIC EDUCATION |                                  |              | 120.00    |
|                      | FLC26-018                        | NEBRASKA FBLA                    | 09/15/2026   | 152.50    |
| 05 2900 610 000 0415 |                                  | Conference                       |              | 152.50    |
| Total                | NEBRASKA FBLA                    |                                  |              | 152.50    |
|                      | 2100299081                       | PEPSI COLA OF SIOUXLAND          | 10/15/2026   | 909.20    |
| 05 2900 610 000 0130 |                                  | Concessions                      |              | 909.20    |
| Total                | PEPSI COLA OF SIOUXLAND          |                                  |              | 909.20    |
|                      | 673117                           | Pioneer Drama Service            | 08/27/2026   | 47.25     |
| 05 2900 610 000 0410 |                                  | Scripts                          |              | 47.25     |
| Total                | Pioneer Drama Service            |                                  |              | 47.25     |
|                      | 00HQ02090422                     | POST 60 MARKET                   | 09/18/2026   | 1,126.06  |
| 05 2900 610 000 0130 |                                  | Concessions                      |              | 1,126.06  |
|                      | 090426                           | POST 60 MARKET                   | 09/18/2026   | 309.26    |
| 05 2900 610 000 0460 |                                  | Homecoming                       |              | 309.26    |
| Total                | POST 60 MARKET                   |                                  |              | 1,435.32  |
|                      | 2463 06432                       | SAMS CLUB MC/SYNCB               | 09/01/2026   | 23.84     |
| 05 2900 610 000 0350 |                                  | Retirement Cake                  |              | 23.84     |
|                      | 4375 06432 093                   | SAMS CLUB MC/SYNCB               | 09/01/2026   | 92.84     |
| 05 2900 610 000 0540 |                                  | Granola Bars                     |              | 92.84     |
| Total                | SAMS CLUB MC/SYNCB               |                                  |              | 116.68    |
|                      | 6200527                          | SCHOLASTIC BOOK FAIRS            | 10/05/2026   | 1,117.93  |
| 05 2900 610 000 0360 |                                  | Book Fair                        |              | 1,117.93  |
| Total                | SCHOLASTIC BOOK FAIRS            |                                  |              | 1,117.93  |
|                      | PO 27-083                        | Scribner-Snyder Commuity Schools | 09/25/2026   | 90.00     |
| 05 2900 610 000 0420 |                                  | FFA Lunch                        |              | 90.00     |

**Board Report - Detail**

| PO Number            | Invoice Number                   | Vendor Name                      | Invoice Date | Amount  |
|----------------------|----------------------------------|----------------------------------|--------------|---------|
| Account Number       |                                  | Detail Description               |              | Amount  |
|                      | V*PO 27-083                      | Scribner-Snyder Commuity Schools | 09/29/2026   | (90.00) |
| 05 2900 610 000 0420 |                                  | FFA Lunch                        | (90.00)      |         |
| Total                | Scribner-Snyder Commuity Schools |                                  | 0.00         |         |
|                      | 15660                            | SPECIAL T'S & MORE INC           | 09/16/2026   | 881.05  |
| 05 2900 610 000 0425 |                                  | HoCo Shirts                      | 881.05       |         |
| Total                | SPECIAL T'S & MORE INC           |                                  | 881.05       |         |
|                      | PO 27-082                        | State Land Judging               | 09/25/2026   | 42.00   |
| 05 2900 610 000 0420 |                                  | Land Judging                     | 42.00        |         |
|                      | V*PO 27-082                      | State Land Judging               | 09/29/2026   | (42.00) |
| 05 2900 610 000 0420 |                                  | Land Judging                     | (42.00)      |         |
| Total                | State Land Judging               |                                  | 0.00         |         |
| Fund Number          | 05                               |                                  | 25,442.92    |         |
| Checking Account ID  | 5                                |                                  | 25,442.92    |         |

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board. If a substitute teacher's continuous service, for the same teacher, extends beyond fifteen (15) consecutive school days, such substitute's daily pay will be adjusted, on a retroactive basis, to an amount equal to the base salary of a beginning baccalaureate teacher divided by 185. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers.

**Middle/**Secondary teachers will be reimbursed for substituting at a rate of \$**14.38** per prep period. Elementary teachers will be reimbursed for substituting at a rate of \$**11.50** per prep period. This substitute pay is reimbursed only for prep periods.

Legal Reference: Neb. Rev. Stat. §79-808

Date of Adoption: July 10, 2017



InstructionGeneral Policy Statement

The Board of Education delegates to the Superintendent the responsibility of maintaining the program of instruction and extracurricular activities.

The instructional program and extracurricular activities shall meet the accredited school system standard of the State Board of Education through the Nebraska Department of Education, Federal regulations, Nebraska School Activities Association regulations and the policies of the Board of Education.

The professional staff is responsible for the development of educational and activities programs which meet the objectives of Emerson-Hubbard Public Schools.

Date of Adoption: December 13, 2010



InstructionScope of Instructional Program

- A) The District shall provide instruction suitable to the needs of all who are legally eligible to attend school in the District.
- B) Except for special types of instruction, the instructional program may be arranged in units commonly designated as grades, each grade approximately the work of one (1) year. Such a program of instruction shall be organized into schools or other administrative units as follows:
  - 1. The elementary school shall provide for the instruction of children kindergarten through sixth grade.
  - 2. The secondary school shall provide for the instruction of children in grades seven (7) through twelve (12). Within the secondary school grades seven (7) and eight (8) may be treated as separate from grades nine (9) through twelve (12).
  - 3. Instruction appropriate to the needs of the community and individuals may be provided for adults and others beyond the age required to attend school.
  - 4. Departures from the above noted organizational plan for instruction may be made by the Superintendent of Schools upon approval of the Board of Education.

Date of Adoption: December 13, 2010



InstructionThe Program of Instruction

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

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

Legal Reference: Rule 10; ESSA

Date of Adoption: July 11, 2016



InstructionSchool Calendar

Emerson-Hubbard Public Schools will have a school year consisting of at least (a) for grades up through grade eight, the time equivalent to 1,032 hours, (b) for grades nine through twelve, the time equivalent to 1,080 hours; and (c) for kindergarten, the time equivalent to 400 hours.

An instructional hour shall mean a period of time at least sixty (60) minutes, which is actually used for the instruction of students.

Interruptions in the school year of the 1,080, 1,032, and 400 instructional hour minimums due to extracurricular activities (interscholastic sports, clubs, and contest) will be held to a minimum. All students participating in such events will be required to comply with the District's policies on student attendance for such absences to be excused, including the completion of assignments for missed classes. Extracurricular activities shall be defined as school events which involve student participation and faculty sponsorship. Interscholastic sports, clubs, and events shall be defined as school activities which involve student participation (one or more students) and faculty sponsorship. Activities so defined include Volleyball, Football, Basketball, Track, Drama, Vocal Music, Band, and Speech.

The required 1,080, 1,032, and 400 instructional hour minimums shall not include the following:

1. School Lunch Time
2. Passing Time Between Classes
3. Emergency School Closings
4. Time required for traveling to, traveling from, and participation in interscholastic sports, clubs, and events as defined in this policy when 15% or more of the student body is absent due to participation in such activities.

Date of Adoption: December 13, 2010





InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

The District will only permit the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map for display or use in the classroom.

Legal Reference: LB 1329 (2024)

Date of Adoption: June 10, 2024

InstructionSchool Day for Students

The school day shall be scheduled in such a way that students are given the best opportunity for their educational growth and development. The length of the day, and the arrangement of time segments within it, need not be uniform for all grade levels.

- A) The length of the school day in the secondary schools shall be no less than 380 minutes.
- B) The hours of opening and closing each type of school shall be determined by the Superintendent of Schools. The time of opening and ending the school day may be modified where transportation or other conditions justify such a change upon the authorization of the Superintendent of Schools provided that the length of school sessions are not shortened.
- C) During the school year, all schools shall be in session five (5) days a week, Monday through Friday, except upon emergency authorization of the Superintendent of Schools or during authorized holiday periods.
- D) In designing the student day, the following considerations are to be met:
  - 1. The learning activities of each student are carefully guided and supervised.
  - 2. Each student has opportunities to receive individual assistance from teachers outside of the regular school day.
  - 3. Parents shall be informed of late starts or early dismissal.
  - 4. Early dismissal for student employment shall be subject to approval of the building administration. Parental or guardian permission shall precede any early dismissal for work related activities. Early dismissal of other students shall be reasons of health, etc., and must be validated by the student's parent or guardian.
  - 5. Changes in the school day shall be subject to the approval of the Superintendent.

Date of Adoption: December 13, 2010



InstructionElectronic Communication Devices and Cell Phones

All students are prohibited from accessing or using an electronic communication device while on school property or attending a school instructional function, unless:

1. When required by a student's Individualized Education Program or 504 Plan;
2. When authorized by the District for educational purposes during instructional time;
3. In the case of an emergency or perceived threat of danger;
4. When necessary to monitor or manage a student's health care; or
5. When determined appropriate by the Superintendent or Superintendent's designee.

All exceptions listed herein must be approved in advance by the appropriate school staff member.

Any student who violates this Policy may be subject to discipline under the District's Student Discipline Policy.

Legal Reference: LB 140 (2025)

Date of Adoption: July, 2025



Instruction

Emergencies

All employees of the school system are responsible for promoting the safety of students.

Procedures for fire, civil defense, and other emergencies shall be maintained.

Legal Reference:     §79-706

Date of Adoption: December 13, 2010





Instruction

Fire Drills

Fire drills shall be held at such times and manner as required by the State Fire Marshal.

Emergency Plans

Plans for emergencies and drill activities will be developed.

Since many parents may not be at home, all children and faculty will be normally retained at the school building in case of extreme emergency. Parents may come to the school to pick up their children if they so desire.

Legal Reference: Neb. Rev. Stat. § 79-706; § 81-527

Date of Adoption: December 13, 2010



InstructionEmergency Dismissal or Cancellation

Except for those dates designated on the school calendar, school shall not be dismissed or canceled except by action of the Board of Education or in emergency situations as determined by the Superintendent.

The Superintendent is also authorized, in the Superintendent's discretion, to cancel school when a varsity athletics team makes the State Tournament, provided that the Superintendent has a plan to ensure that the minimum hours of instruction required to be provided by statute and/or regulation be met.



InstructionCeremonies, Observances, and the Pledge of Allegiance

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the Superintendent on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session. In addition, appropriate exercises may be held for Flag Day and State Fire Day.

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Neb. Rev. Stat. Sections 79-705; 79-707, 79-708, 79-724; and NDE Rule 10  
70 Federal Register 55507 (Constitution Day)

Date of Adoption: July 13, 2020



InstructionSafe Schools Policy

It is the mission of Emerson-Hubbard Public Schools to provide a safe, secure, drug-free and welcoming environment for all students, staff and community members. The administration is authorized and directed to adopt such regulations and take such actions as determined appropriate by the board of education to advance the mission of providing safe schools. Such regulations and actions may include, but not be limited to, school security measures, such as use of metal detectors, surveillance, searches and seizures, and security officers, as well as staff training and student educational programs.

Date of Adoption: December 13, 2010





InstructionCurriculum Review Cycle

## TEXTBOOK ADOPTION SCHEDULE

| EVALUATION | IMPLEMENTATION | SUBJECT                         |
|------------|----------------|---------------------------------|
| 2010-2011  | 2011-2012      | Language Arts & Library         |
| 2011-2013  | 2013-2014      | Science & Health                |
| 2013-2014  | 2014-2015      | Vocational & Physical Education |
| 2014-2016  | 2016-2017      | Social Studies                  |
| 2016-2017  | 2017-2018      | Fine Arts & Guidance            |
| 2017-2019  | 2019-2020      | Reading & Foreign Language      |
| 2019-2021  | 2021-2022      | Mathematics                     |
| 2021-2022  |                | Repeat the cycle                |

- Computer tests will be purchased as needed due to the constant changing of technology.

Date of Adoption: December 13, 2010



InstructionObjectives of the Instructional Program

Emerson-Hubbard Public Schools has designated as its objectives the following:

Our school shall enable each student to react to his environment as a total being by:

- A. Aiding each student in acquiring fundamental skills and knowledge that will engender in each student a sense of personal worth and direction most beneficial to himself and society. This shall be accomplished through:
  - 1. Selection and using subject matter and facilities appropriate to the development of specific skills and knowledge.
  - 2. Setting standards of achievement so that every student can experience some degree of success.
  - 3. Providing equal opportunities for all students, fully realizing that not all students have the same talents and capacities for learning.
  - 4. Finding relationships which exist among the curricular studies.
  - 5. Finding relationships which exist between the curricular studies and the extra curricular activities.
  - 6. Aiding the student to recognize the value of the past as a developmental influence on aesthetic, humanistic and creative ideals for the future.
  - 7. Recognizing scholastic achievement and marks of improvement.
  - 8. Recognizing social and civic contributions made by students.
- B. Providing an environment in which freedom is regarded as a responsibility for administrators, teachers, and students. This shall be accomplished through:
  - 1. Providing direction and substantial meaning whereby respect for each other shall be paramount and reciprocal.
  - 2. Emphasizing the necessity of respect for public and private property as well as dignity of all work.
- C. Maintaining an environment conducive to good physical and mental health. This shall be accomplished through:
  - 1. Providing activities which have as their goal the development of physical fitness.

2. Providing activities in which all students can experience some measure of success.
  3. Allowing for creative response through music, art, dramatics and physical education.
  4. Providing programs of specialization to meet specific needs of the student; such as speech therapy, remedial reading, guidance counseling and student health.
- D. Providing a means of public relations. This shall be accomplished through:
1. Keeping the public informed as to current happenings in all phases of the school's activities.
  2. Allowing the public to participate in the development of the school policies and programs.
  3. Making available to the public opportunities to discuss current educational interest.
  4. Attempting to develop good relationships among students, teachers, administrators, parents and the community at large.
- E. Selecting for employment, administrators and teachers who have the inspiration, dedication and factual competence to put into effect the philosophy and objectives of Emerson-Hubbard Public Schools. This shall be accomplished through the auspices of the administration and the Board of Education as designated by the procedures set forth in the Board Policies of the Emerson-Hubbard Public Schools.
- F. Establishing a program of continuous evaluation of the entire school system that it might determine the measure of success of the philosophy and the objectives of Emerson-Hubbard Public Schools. This will be accomplished through coordinating the evaluative efforts of the students, teachers, administrators, specialists, and the entire community.

Date of Adoption: December 13, 2010

Instruction

Curriculum - Development and Adoption

All major program adoptions and/or major course revisions shall be subject to the approval of the Board of Education.

Major program adoptions and/or major course revisions may be proposed by district-wide curriculum committee and/or building curriculum committees and approved, rejected or revised and approved by the Superintendent before being submitted to the Board of Education for final approval.

Date of Adoption: December 13, 2010



InstructionCurriculum – Assessments (Policy No. 6211)1. State Assessments.

The Emerson-Hubbard Public School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments.

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
  - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

- ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.



- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
  - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
  - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to the Nebraska Student-Centered Assessment System (NSCAS) Security Procedures and report breaches in security to Superintendent or the Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: July 8, 2019



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: [July 2023]



InstructionReading Instruction and Improvement

The District shall develop its curriculum to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. In doing so, the District will ensure that all teachers for kindergarten through grade three should be effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement. Each student and his or her parents or guardians will be informed of the student's reading progress. It is the District's intent that each student in the District be able to read at or above grade level by third grade.

For school year 2019-20 and each school year thereafter, the District shall administer an approved reading assessment three times during the school year to all students in kindergarten through grade three, except for any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years, any student receiving special education services for whom such assessment would conflict with the individualized education plan, and any student receiving services under a plan pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act, for whom such assessment would conflict with such section 504 or Title II plan. The first administration of such assessment for each such school year shall occur within the first thirty days of the school year.

Any student in kindergarten, grade one, grade two, or grade three shall be identified as having a reading deficiency if such student performs below the threshold level determined pursuant to the Reading Intervention Act. A student who is identified as having a reading deficiency pursuant to the Reading Intervention Act shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act shall prohibit the District from identifying any other student as having a reading deficiency.

The District will provide a supplemental reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The District may work collaboratively with a reading specialist at the State Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program shall:

- (a) Be provided to any student identified as having a reading deficiency;
- (b) Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- (c) Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. Such summer reading

program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

(2) The supplemental reading intervention program may also include:

- (a) Reading intervention techniques that are based on scientific research and best practices;
- (b) Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
- (c) Intensive intervention using strategies to match the weaknesses identified in the diagnostic assessment:
  - (i) Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
  - (ii) Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
  - (iii) Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- (d) Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- (e) Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

The school of any student who is identified as having a reading deficiency shall notify such student's parents or guardians either in writing or by electronic communication no later than fifteen working days after the identification of the reading deficiency that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Any student who is identified as having a reading deficiency shall receive an individual reading improvement plan no later than thirty days after the identification of such reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program pursuant to this policy. Each such student shall receive reading intervention services through the supplemental reading intervention program pursuant to this policy until the student is no longer identified as having a reading deficiency.

Legal Reference: Nebraska Reading Intervention Act

Date of Adoption: July 9, 2018

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: [Insert Date]





Instruction

Experimental/Innovative Program

The professional staff of the school system is encouraged to seek improvement of the educational program of the schools.

Experimental programs and "pilot studies" must have the approval of the Superintendent.

Date of Adoption: December 13, 2010



Instruction

Curriculum Guides

Curriculum guides shall be prepared in harmony with the legal requirement of the state and the purposes of the program of instruction adopted by the board.

The Superintendent shall have general coordinating authority over the formation of all courses of study and curriculum guides.

Date of Adoption: December 13, 2010



InstructionHomework

Homework is a learning activity related to the experience within the school. Its purposes are to supplement and to enrich work done in the classrooms; to provide for individual interests; and to promote competency in skills; to use resource materials; to integrate learning and to teach the proper budgeting of time. Homework should be assigned at the discretion of the classroom teacher. Work not completed during the school day is not considered homework, but rather, the completion of assigned school work.

Date of Adoption: December 13, 2010



InstructionPurpose of Homework

No hard and fast rules concerning homework can be made. Some generally accepted principles should govern the teacher in the assignment of homework.

1. There should be flexibility and differences in the assignment to individual students. These should stem from real needs and the consideration of the total education background of the individual student.
2. Homework should serve a definite purpose, to provide drill or practice on a principle or skill already taught; to provide real-life application of the matter in hand; to develop appreciation for or knowledge of community resources; or to develop the personal culture of the student.
3. Homework should be used as a technique for learning, not as "busy work."
4. Homework should not be ordinarily assigned as punishment.
5. Homework should not be used to replace or reduce supervised study, which should take place during school hours. This type of study usually achieves better results than homework.
6. Homework is more effective if a conference with the parent results in understanding of purpose and ways in which help at home can best be offered.
7. There should be a cooperative effort on the part of teachers to coordinate homework assignments so students are not overburdened with excessive quantities of homework.
8. Each teacher should teach students what to study and how to study.
9. Homework should be checked by the teacher and mistakes of students indicated for correction with individual comments wherever indicated or possible.

Date of Adoption: December 13, 2010





InstructionGuidance

The classroom teacher is a key figure in the guidance of youth in both the elementary and secondary schools. The counselor and teachers, by pooling their knowledge and resources, accept the students where they are and help them go as far as their potentialities permit. The students are helped to know and develop their abilities and to recognize and accept their limitations, and in this way to better understand themselves.

The guidance program includes five (5) basic services:

1. Inventory Service. Emphasis is placed upon a system of accurate and complete student records that accentuate the uniqueness of the individual students.
2. Informational Service. Information in the areas of occupational, educational and vocational guidance is made available to teachers, students and parents.
3. Counseling Service. For an effective program, all students are encouraged to seek individual counseling. Students with needs beyond that of the counseling program are encouraged to seek the services of private counseling.
4. Placement Service. This service assists students in the selection of appropriate occupations, educational institutions and work experiences.
5. Follow-up Service. A continuing follow-up of former students through surveys should be pursued in order to evaluate and improve the effectiveness of the school program.

Date of Adoption: December 13, 2010



InstructionField Trips

Field trips shall be considered as instruction and planned as such with definite objectives determined in advance.

Teachers or other certified personnel shall accompany pupils on all field trips and shall assume responsibility for their proper conduct.

When a field trip is made to a place of business or industry, the teacher shall insist that an employee of the host company serve as conductor.

Appropriate education experience and proper supervision shall be supplied for any pupils whose parents do not wish them to participate in a field trip.

Date of Adoption: December 13, 2010



InstructionActivities

A vital component of a comprehensive education program is a properly supervised activities program. Such activities, properly supervised and kept in proper perspective, shall be maintained in the school program in order to give students opportunities for experiences not possible in classroom activities. Care and consideration should be given by educators, coaches, sponsors and parents to the amount of time these activities take students away from school during school hours or away from studies on "school nights."

Date of Adoption: December 13, 2010



InstructionActivity Funds Management

School activity funds may be expended only for purposes which may benefit the student body of the school. All rules, regulations, and procedures for the conduct, operation and maintenance of extra-curricular accounts, and for the safe-guarding, accounting and auditing of all monies received and derived therefrom are to contribute to that objective.

The accounting system for managing student activity funds shall be designed to encourage the largest possible educational return to students without sacrificing the safety of funds or exposing students to undue responsibility or unnecessary routine.

Date of Adoption: December 13, 2010





Instruction

Activities

School Colors

The official colors of Emerson-Hubbard Public Schools shall be Purple and Gold. An additional color or colors may be used for trim, but the predominant colors shall remain Purple and Gold.

Date of Adoption: December 13, 2010



## **Concussions: Return to Learn Protocol**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of [Name] Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” (2nd Edition)<sup>1</sup> and accompanying Appendix,<sup>2</sup> as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student’s coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student’s return to learn protocol.

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<sup>1</sup> <https://cdn.education.ne.gov/wp-content/uploads/2019/08/Return-to-Learn-Bridging-the-Gap-7.31.2019.pdf>

<sup>2</sup> <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>.



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: [Insert Date]

InstructionStudents Participation in Athletic Contests Between Schools

Students in kindergarten through sixth grade may not participate in athletic contests between schools within a school system or between school systems. Annual field or play days are excluded from this restriction.

Elementary school systems having seventh and eighth grade athletics may include sixth grade boys or girls if the combined enrollment for seventh and eighth grade is fewer than 12 boys or 12 girls and if the school board has a policy regulating participation for sixth graders. The board's policy for participation of sixth graders is as follows: a sixth grade student may participate if (1) the student meets the same standards applicable to seventh and eighth graders and (2) participation in the activity is not prohibited by the bylaws of the Nebraska School Activities Association.

Students in seventh and eighth grades may participate in interscholastic competitions subject to and in a manner consistent with the bylaws of the Nebraska School Activities Association. The scholastic eligibility rules for seventh and eighth grades shall be the same as established by the school board for high school interscholastic competitions and, in the absence of such rules, shall be the minimum established by the Nebraska School Activities Association.

Legal Reference: NDE Rule 10.004  
Nebraska School Activities Association Middle Level Activities Bylaws,  
Article 9

Date of Adoption: [Friday October 3, 2014]





InstructionActivitiesReturn to Learn From Cancer

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

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

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

Date of Adoption: July 11, 2016



Instruction

Dedications and Commencement

Traditions are a cherished part of the community life and Emerson-Hubbard Public Schools expresses an interest in maintaining those traditions which have a significance to the community.

Date of Adoption: December 13, 2010



InstructionSelection and Review of Instructional and Media MaterialsA) Assignment of Responsibility

The Board of Education reserves responsibility for the final acquisition of materials, but the responsibility for the selection of instructional materials is delegated to the Superintendent, with the assistance of the instructional and media staff, to establish procedures and regulations for the selection of instructional and media materials, reviewing their effectiveness, and dealing with complaints concerning instructional materials. The Superintendent may establish committees consisting of teachers and media staff to assist with these responsibilities.

B) Criteria for Instructional Materials

The selection of instructional materials shall be made in accordance with Board of Education policies, legal requirements, and reflect the following philosophy:

1. To provide materials that will stimulate growth in factual knowledge, practical skills, literary appreciation, aesthetic values, and ethical standards.
2. To provide a background of information which will enable students to make intelligent judgments in their daily life.
3. To provide materials that will enrich and support the curriculum, taking into consideration the varied interest, abilities, and maturity levels of the students served.
4. To provide materials on opposing sides on controversial issues so that young citizens may develop under guidance the practice of critical thinking and analysis.
5. To provide materials representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage.
6. To place principle above personal opinion and reason above prejudices in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate for the instructional materials.

C) Criteria for Media Materials

The selection of media materials shall be made in accordance with Board of Education policies, legal requirements, and with the Library Bill of Rights of the American Library Association, which Bill of Rights has been accepted by the American Association of School Librarians reflect the following philosophy:

To provide a comprehensive collection of instructional materials selected in compliance with basic, written selection principles, and to provide maximum accessibility to these materials.

To provide materials that will support the curriculum, taking into consideration the individual's needs, and the varied interest, ability, socio-economic backgrounds, and maturity levels of the students served.

To provide materials for teachers and students that will encourage growth in knowledge, and that will develop literary, cultural and aesthetic appreciation, and ethical standards.

To provide materials which reflect the ideas and beliefs of religious, social, political, historical, and ethnic groups and their contribution to the American World Heritage and Culture, thereby enabling students to develop an intellectual integrity in forming judgments.

To provide a written statement, approved by the local Boards of Education of the procedures for meeting the challenge of censorship of materials in school library media centers.

To provide qualified professional personnel to serve teachers and students.

D) Procedures for Reconsideration of Materials

Occasional objections to some materials may be voiced despite the care taken in selection and qualification of the personnel selecting materials. The following procedures apply equally to all complaints whether they be from students, parents, school personnel or district patrons.

1. Complaints should be presented to the Principal of the school where the material is used. In the event the person with the concern does not wish to make a formal complaint, the concern may be expressed to the Principal at the school at which the material was received. The Principal shall submit informal concerns to the Superintendent for the Superintendent's consideration.
2. Formal complaints about instructional materials must be presented in writing on a form approved by the board of education. In the absence of such a form, the complainant shall be required to submit a written complaint setting forth: complainant's identity, material challenged, detailed statement of reason(s) for challenging the material, action the complainant is requesting, and such other information as the Principal may reasonably request.
3. When a formal written complaint is completed and returned to the principal, the principal will discuss the issue and the procedures to be followed in resolving the issues with the person filing the complaint. The principal with whom the complaint was filed shall notify the other school administrators and also advise those faculty members who may use the instructional material, or the media staff in the case of media material, that a complaint has been filed. The school administrators shall

decide whether to appoint a building-level review committee or a district-level review committee to study the complaint. The principals will convene building-level review committees. These building-level committees shall consist of five or more committee members composed of staff and community patrons. The superintendent of schools or his designee will convene district-level review committees. These district-level committees shall consist of five or more members composed of staff and community patrons.

4. The review committees shall consider district philosophy, the professional judgment of teachers, reviews of the material by other competent authorities, compatibility with the school district's adopted curriculum, the teacher's stated goals, as well as the views of the complainant. The review committee's recommendation and all accompanying rationale shall be forwarded to the board of education for its review and final decision. The school board's decision may be to remove the material in question from district use, to modify the material for continued uses, or to reject the complaint and continue to use the material.
5. Any materials identified in a complaint may remain in use pending its review and its disposition by the board of education. Principals may, upon written request of parent(s), excuse students from using the material, or may direct teachers to use suitable substitutes, and in the case of challenged media material the Principal may place the material on a reserve shelf where it may be checked out by students only with written parent permission. However, the school shall reserve the right to require students to use material or to engage in activities which are a part of regular and/or required curricular activities.
6. Where the same or essentially the same materials have been the subject of a challenge which has been decided by the board, and another complaint is made against the material by either the same or a different person, the complaint shall be considered by the Superintendent, who may deny the complaint without following the review procedure. In considering the complaint, the Superintendent shall consider whether the complaint raises any substantially different issue than that previously decided by the board.

Date of Adoption: December 13, 2010





InstructionParent Requests for Exclusion

Parents may request that their child be excused from the study of a given book, instructional unit or particular literary work. The Principal shall determine whether to grant such requests based on legal requirements relating to the request, the reason given for the request, the effect of the request on the student's educational development and the educational program, and the availability of alternative materials or instruction for the student. In the event the Principal does not grant the request, the parent may request a review be conducted by the Superintendent, based on the same criteria.

Date of Adoption: December 13, 2010



InstructionRecognition of Religious Beliefs and Customs

It is accepted that no religious belief or non-belief should be promoted by the school district or its employees, and none should be disparaged. Instead, the school district should encourage all students and staff members to appreciate and be tolerant of each other's religious views. The school district should utilize its opportunity to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background or religious beliefs. In that spirit of tolerance, students and staff members should be excused from participating in practices which are contrary to their religious beliefs unless there are clear issues of overriding concern that would prevent it.

Emerson-Hubbard Public Schools recognizes one of its educational goals is to advance the student's knowledge and appreciation of the role our religious heritage has played in the social, cultural and historical development of civilization.

Date of Adoption: December 13, 2010



InstructionAcknowledgment of Religious Holidays

The practice of the Emerson-Hubbard Public School District shall be as follows:

1. The several holidays through the year which have a religious and a secular basis may be observed or recognized in the public schools.
2. The historical and contemporary values and the origin of religious holidays may be explained in an unbiased and objective manner without sectarian indoctrination.
3. Music, art, literature and drama having religious themes or basis are permitted as part of the curriculum for school sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday.
4. The use of religious symbols such as a cross, menorah, crescent, Star of David, creche, symbols of Native American religions or other symbols that are a part of a religious holiday is permitted as a teaching aid or resource provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature. Among these holidays included are Christmas, Easter, Passover, Hanukkah, St. Valentine's Day, St. Patrick's Day, Thanksgiving and Halloween.

Date of Adoption: December 13, 2010



InstructionReligion in the Curriculum

Religious institutions and orientations are central to human experience, past and present. An education excluding such a significant aspect would be incomplete. It is essential that the teaching about -- and not of -- religion be conducted in a factual objective and respectful manner. However, secular instruction of any kind is prohibited in this school.

Date of Adoption: December 13, 2010





InstructionPurpose of Religion in the Curriculum

The practice of Emerson-Hubbard Public Schools shall be as follows:

1. The District supports the inclusion of religious literature, music, drama and the arts in the curriculum and in school activities provided it is intrinsic to the learning experience in the various fields of study and is presented objectively.
2. The emphasis on religious themes in the arts, literature and history should be only as extensive as necessary for a balanced and comprehensive study of these areas. Such studies should never foster any particular religious tenets or demean any religious beliefs.
3. Student initiated expressions to questions or assignments which reflect their beliefs or non-beliefs about a religious theme shall be accommodated. For example, students are free to express religious belief or non-belief in compositions, art forms, music, speech and debate.

Date of Adoption: December 13, 2010



InstructionMulticultural Education

Emerson-Hubbard Public Schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.

Statement of Philosophy and Mission

The philosophy of the multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races.

The mission of the multicultural education program is to prepare students to: (a) value and respect their own culture and race and cultures and races other than their own and (b) eliminate stereotypes and different treatment of others based on culture and race. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

Implementation of Multicultural Education

The philosophy and mission of the multicultural education program is to be implemented as follows:

1. Multicultural education shall be included in goals established for educational programs.
2. Multicultural education shall be included in the district curriculum guides, frameworks, or standards.
3. The process for selecting appropriate instructional materials shall include assuring that the instructional materials at all grade levels include studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.
4. Staff development shall be provided on the District's multicultural education policy. The staff development shall include professional development for administrators, teachers, and support staff which is congruent with the District and program goals.
5. Periodic assessment of the multicultural education program shall be conducted by the Superintendent. Teachers and other staff upon request shall have the responsibility to provide the administration with reports on: (a) the instructional

materials used and programs or methods implemented with their students which are supportive of the multicultural education program philosophy and mission, (b) programs or materials to be implemented in the future or which teachers or other staff feel should be implemented to further advance such philosophy and mission, and (c) with their professional assessment on the successes of or deficiencies in achieving the multicultural education program philosophy and mission. The Superintendent shall provide an annual status report on the assessment to the Board of Education.

Legal Reference: Nebraska State Board of Education Rule 10

Date of Adoption: December 13, 2010

InstructionEqual Opportunity: Instruction Program

The school district pledges itself to avoid discriminatory actions, and seeks to foster good human and educational relations which help to attain:

1. Equal rights and opportunities for students and employees in the school community.
2. Equal opportunity for all students to participate in the instructional program of the schools.
3. Continual study and development of curricula toward improving human relations and understanding and appreciating cultural differences.
4. Frequent training opportunities for improving staff responsiveness to educational and social needs.
5. Opportunities in educational programs which are broadly available to pupils which are not solely based upon sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

Date of Adoption: August 10, 2020



InstructionControversial Issues

Controversial issues exist where there are sharp differences of opinion concerning an idea or a line of action. In order that students may develop intelligent attitudes and understandings concerning significant aspects of living, they should be afforded opportunities within the classroom to deal with such issues to the extent appropriate for their level of maturity and the educational mission of the District.

In considering such issues, it shall be the purpose of our schools to provide students the opportunity:

1. To study controversial issues concerning which the students, at their level of maturity, should have begun to form an opinion or to seek information about.
2. To have access to all relevant, educationally appropriate information, including the materials that circulate freely in the community.
3. To study under competent instruction in an atmosphere of freedom from bias and prejudice.
4. To form, and in an appropriate manner and in appropriate forum, to express the students' own judgments on controversial issues.
5. To recognize that reasonable compromise is often an important facet in decision making in our society.
6. To respect the opinions of others.

Date of Adoption: December 13, 2010





InstructionControversial Issues in the Classroom

The following administrative and teaching regulations are to be observed:

For Principals:

1. Remind teachers that we do not teach controversial issues, but rather opportunities for their study.

For Teachers:

1. Deal with controversial topics as impartially and objectively as possible. Do not intrude your own biases.
2. Handle all such topics in a manner suited to the range of knowledge, maturity, and competence of your students.
3. Have teaching materials dealing with all possible aspects of the topics readily available.
4. Don't manufacture an issue. Take up only those that are current and real.
5. Do not expect or require that the class reach an agreement.
6. Whenever you are in doubt about the advisability of taking up a given "hot" topic, consult with your Principal and or/Superintendent.
7. Remember that the policy of the board is designed to protect you as well as your students from unfair or inconsiderate criticism whenever your students are studying a controversial subject.

Date of Adoption: December 13, 2010



InstructionParental/Community Involvement in Schools

Dixon County School District No. 26-0561, Emerson-Hubbard Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district herewith declares that it shall be the policy of the District to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District in the event any parent has a complaint or objection to any such materials to make such provision for personal conferences with the parent and appropriate school personnel to discuss such concerns as the superintendent or his/her designee may deem appropriate. The superintendent or his/her designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.

It shall further be the policy of the District to upon reasonable advance request by a parent to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parent to be in attendance at such activities unless such attendance would substantially interfere with a legitimate school interest.

It shall further be the policy of the district to encourage communications from the parents concerning when a parent believes it to be appropriate for his/her student to be excused from testing, classroom instruction, and other school experiences that the parent may find objectionable. The superintendent or his/her designee shall make a provision on the complaint form hereinabove referred to for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent.

It shall further be the policy of the District to provide full access to the records of the students to a parent or guardian all as set forth in Section 79-2,104, the Federal Education Right To Privacy Act, and other applicable law during regular business hours of the school at the school headquarters or wherever the student's records may regularly be maintained by the District.

It is the further policy of the District to notify a parent or parents of any student who may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the NWEA MAPS Testing, Aimsweb Testing or the ACT, to notify the parent when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such

student shall be prohibited unless a parent requests in writing that such tests be administered to his/her resident student.

Prior to any school sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

It shall be the policy of the District as a general matter to leave substantive decision making processes to the professional staff, administration and Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in all activities of the school as it relates to the student of the District.

Date of Adoption: July 10, 2023

InstructionCombined District and School Title I Parent and Family Engagement Policy

Emerson-Hubbard Community Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.*

**In General**

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.



InstructionFree and Reduced Price Meals

The Emerson-Hubbard Public Schools has agreed to participate in the National School Lunch Program (NSLP) and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities the school food authority:

- A) Agrees to serve meals free to children from families whose income is at or below that established by the NSLP for free meals.
- B) Agrees to serve meals at a reduced price to children from families whose income is at or below that established by the NSLP for reduced meals listed.
- C) Agrees to provide these benefits to any child whose family income falls within the criteria established by the NSLP for free or reduced meals after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household:

- 1. Unusually high medical expenses
- 2. Shelter costs in excess of 30 percent of reported income
- 3. Special education expenses due to the mental or physical condition of a child
- 4. Disaster or casualty losses

In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria established by the NSLP for free or reduced meals.

- D) Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:

- 1. Work for their meals
- 2. Use a separate lunch room
- 3. Go through a separate serving line
- 4. Enter the lunchroom through a separate entrance
- 5. Eat meals at a different time
- 6. Eat a meal different from the one sold to children paying the full price

- E) Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.

- F) Agrees to establish and use a fair hearing procedure for parental appeals of the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:
1. A publicly-announced, simple method for making an oral or written request for a hearing
  2. An opportunity to be assisted or represented by an attorney or other person
  3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal
  4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing
  5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference
  6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses
  7. The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference
  8. The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official
- G) Agrees to designate the Superintendent to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.
- H) Agrees to develop and send to each child's parent or guardian a letter as outlined by State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.
- I) The following information will be available in the office of the Superintendent.
1. Eligibility criteria for free and reduced meals
  2. Parent letter and application
  3. Public release
  4. Collection procedure



InstructionFirearm Policy

It shall be the policy of the Emerson-Hubbard Public 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, 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: [June 10, 2024]

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InstructionComputerInternet Safety and Acceptable Use PolicyA. Internet Safety Policy

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

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

access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.

5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.
8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

B. Computer Acceptable Use Policy

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

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

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

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

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general,

for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

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

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

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

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

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.

3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

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

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act) LB 512 (2017).

Date of Adoption: June 12, 2017

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

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

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

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

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

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

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

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



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

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

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

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

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

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

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

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

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

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

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

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

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

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

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

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

InstructionChronic Infectious Disease Practice and ProcedureA. **Infectious Diseases**

1. This policy applies to any disease not known to be spread by casual, incidental contact. Such diseases include but are not limited to AIDS and Hepatitis B.
2. The safety and health of the students and staff of Emerson-Hubbard Public Schools is of ultimate concern. The determination of whether an infected student or employee of the Emerson-Hubbard Public School System should be permitted to attend classes, participate in school activities or remain on the job will be made on a case-by-case basis.
3. In making this determination the following factors will be taken into consideration:
  - a. The behavior, neurological development and physical condition of the infected person.
  - b. The expected type of interaction with others in the school setting.
  - c. The impact on both the infected person and others in that setting.
4. The determination of whether or not an infected person remains in the school or school system will be based solely on scientific and medical evidence. Legal advice may also be sought by the district.
5. If determination of whether or not an infected person poses an imminent threat to the health and safety of the school, community or the individual's conduct presents a clear threat to the physical safety of himself/herself or others, then with respect to an infected student, Nebraska Revised Statutes Section 79-264 will be followed concerning exclusion from school. With respect to an infected certified employee of the school district, the provision of Nebraska Revised Statutes, Section 79-838 will be followed with respect to leave of absence.
6. If an infected student in grades K through 12 is not permitted to attend classes, the school will make every reasonable effort to provide the student with an adequate alternative education.

7. Any person with an infectious disease will retain the rights of confidentiality and privacy. Information and discussion with regard to the case will be limited to those who must have information to deal with the situation. If necessary, the community will be informed that an infectious disease is present in the school system and that the person will be excluded only if the situation warrants such action based upon medical and legal advice. No information will be given out about the individual, his/her medical record or about the family without written permission of the individual (adult) or parent/legal guardian of the student.

B. **Bloodborne Pathogens**

1. First aid may be rendered in situations involving the presence of blood or other potentially infectious materials (hereinafter "bloodborne pathogen situations") by the school nurse, and by such other employees as the Superintendent shall designate. All non-designated employees shall refer bloodborne pathogen situations to a designated employee, and shall not be required to personally render first aid in bloodborne pathogen situations or be disciplined for failure to personally render first aid in bloodborne pathogen situations.
2. An employee who has an employment related bloodborne pathogen exposure incident (an incident in which another person's blood or other potentially infectious material contacts the employee's eye, mouth, mucous membrane, non-intact skin, or pierced mucous membrane or skin barrier) shall promptly give notice of the incident and details of the incident to the superintendent or the superintendent's designee.
3. The Superintendent shall be authorized and required to take such action and adopt such plans as may be required to place this School District in compliance with OSHA regulations concerning bloodborne pathogens, in the event and at such time as this School District may become subject to OSHA regulation.

Date of Adoption: December 13, 2010

InstructionDispensing Medications

The administration of medication at school is strongly discouraged except when necessary for the student's health or education. The dosage intervals of many medications can be adjusted so the times for taking the medication come outside school hours. When possible, interval adjustment should be considered before administering medication at school. All medications administered by school district personnel shall be administered in accordance with the Medication Aide Act.

- A. Authorizations for Prescription Medications. Prescription medications which must be administered during school hours may be administered when the following are on file at school:
1. Physician's Authorization: A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given at school, and reason child is receiving the medication.
  2. Caretaker's Authorization: A caretaker's signed and dated authorization or permission to administer the medication during school. (Note: All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the school will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
  3. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the child and identify the medication, strength, time interval and route to be administered. Two labeled containers may be requested: one for home and one for school. If needed, the physician may be contacted for clarification on medication administration.
- B. Authorizations for Non-Prescription Medications. If a student must take non-prescription medication during school, procedures 2 and 3 above are to be followed before administration.
- C. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
- D. Documentation of Administration of Medication. The school district shall keep and maintain accurate medication administration records. A record of each dose of medication administered shall be documented reflecting the student's name, and the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take and/or receive the medication. Medication documentation shall be kept

confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two (2) years.

- E. Storage of Medications. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized school personnel who are designated by the administration of the school district for administration of medications shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
- F. Receipt and Disposal of Medications. Medication shall be delivered to school personnel and picked up by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent by the end of the school year shall be destroyed. Procedures for destroying medication shall include witness and documentation.
- G. Administration of Medication by School Personnel.
  - 1. Administration of Medication: Administration of medication includes, but is not limited to:
    - a. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
    - b. Recording medication provision; and
    - c. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired affects, side effects, interactions, and contraindications associated with the medication.
  - 2. Authorized School Personnel: Administration of medication shall only be done by the following school personnel:
    - a. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as "school nurses."
    - b. Medication Competent Staff. This means a staff member of the school who has been determined to be competent to administer medication by: (i) a recipient with capability and capacity to make an informed decision about medications (at a minimum, the recipient must be age 19 or older), (ii) a caretaker for the student, or (iii) by the school nurse.

- (1) Determination of Competency by School Nurse: A staff member may be determined to be competent by a school nurse to administer medication where the staff member:
  - (i) passes a competency assessment every 3 years
  - (ii) that demonstrates the staff member can follow the minimal competencies
  - (iii) to the satisfaction of the school nurse (school nurses are the school district's designated health care professionals).

Training is not required. The school nurse shall, however, provide such training as the school nurse determines in the exercise of professional judgment to be appropriate given the experience level of the staff member and the anticipated medication administration for which the staff member will be responsible.

- (2) Competency Certificate: Upon successful completion of the competency assessment, the school nurse shall give the Principal and the medication competent staff member written documentation of successful completion of competency assessment. The documentation may be by letter, certificate, or other written memoranda and shall include: the name of the school staff member who successfully completed the competency assessment; the date the competency assessment was conducted; and, the name, profession, and license number of the school nurse who conducted the competency assessment.
- (3) Maintain Records of Assessments: The school shall maintain written documentation of successful completion of competency assessments, identification of the individual providing direction and monitoring, and acceptance of the responsibility for direction and monitoring for a minimum of two (2) years.
- (4) Direction and Monitoring: A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. The school nurse is identified as a person being responsible for direction and monitoring and for each medication competent staff member is to accept responsibility for direction and monitoring of medication competent staff member in writing.
- (5) Errors. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.

3. Minimum Competencies:

The minimum competencies to be demonstrated by medication competent staff and to be implemented in practice by all school personnel engaged in medication administration are:

- (1) Maintaining confidentiality.
- (2) Complying with a competent recipient's right to refuse to take medication and, in the case of a non-competent, recognize the requirement to seek advice and consultation with the physician, physician's designee, or caretaker of the student providing direction and monitoring regarding the procedures and persuasive methods to be used to encourage compliance with medication provision. Recognizing that persuasive methods should not include anything that causes injury to the recipient.
- (3) Maintaining hygiene and current accepted standards for infection control.
- (4) Documenting accurately and completely.
- (5) Safely providing medications according to the "five rights" ("five rights" means getting the right drug to the right recipient in the right dosage by the right route at the right time).
- (6) Having the ability to understand and follow instructions.
- (7) Practicing safety in application of procedures for storage, handling and administration of medications.
- (8) Complying with limitations and conditions under which school personnel may provide medications.
- (9) Having an awareness of abuse and neglect reporting requirements.
- (10) Recognizing general unsafe conditions indicating that the medication should not be provided including change in consistency or color of the medication, unlabeled medication or illegible medication label, and those medications that have expired.
- (11) Recognizing that unsafe conditions should be reported to the caretaker, physician or physician's designee for direction and monitoring thereof.
- (12) Recognizing general conditions which may indicate an adverse reaction to medication such as rashes/hives, and general changes in recipient's condition which may indicate inability to receive medications, and that all such conditions shall be reported to the caretaker, physician or physician's designee responsible for providing direction and monitoring.

4. Routes of Medication Administered by School Personnel:

- a. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:

- (1) Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays;



- (2) Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
    - (3) Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
    - (4) Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
  - b. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes not listed in subparagraph "a" above ("additional routes"), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:
    - (1) In the case of a medication competent staff member, a determination has been made by the school nurse or by the student's physician or duly licensed health care professional that that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
    - (2) Directions for additional routes must be for recipient specific procedures and must be in writing.
    - (3) Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
    - (4) Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
    - (5) School personnel administering the medication shall comply with the written directions.
  - c. Injections: School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.
5. Refusal to Administer Medication: School personnel may refuse to give a medication at school if after a reasonable and prudent research by a school health care professional as set forth in subparagraph "e" below, a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a

drug or substance is not currently approved by the FDA. When school personnel refuse to carry out a request to administer medication, the following procedure shall be followed:

- a. Notify the nursing supervisor who will notify Superintendent.
- b. Notify attending physician by phone with follow-up in writing:
  - (1) State concern for dosage or particular medication, etc.
  - (2) Make every attempt to work out a suitable solution - Example: Change of time of administration, change of dosage, change of medication;
  - (3) Follow-up in writing.
- c. Meet with parents:
  - (1) State concern for dosage or medication;
  - (2) Offer alternatives - Example: Change of time so as not to be given during school hours.
- d. Consult with Nebraska State Board of Health for current procedures regarding refusal to follow written physician's orders.
- e. Research by health care professional:
  - (1) Collect research articles from professional journals, organizations, etc.;
  - (2) Contact other physicians requesting their professional opinions and ask them to review current research;
  - (3) Contact state licensing boards and school nurse consultant;
  - (4) Consult with district's legal counsel;
  - (5) Assemble all data for review;
  - (6) Present data to review team organized by the Superintendent;
  - (7) Decision rendered and implemented;
  - (8) Parents and physician contacted in writing; and
  - (9) Alter and update policies and procedures as needed.

Legal Reference: Neb. Rev. Stat. §§ 71-6718 to 71-6742; NDE Rule 59

Date of Adoption: December 13, 2010

**CARETAKER AUTHORIZATION FOR  
ADMINISTRATION OF PRESCRIPTION MEDICATION TO STUDENT**

The undersigned(s) is/are the caretaker(s), parent(s), guardian(s), or person(s) in charge of \_\_\_\_\_ ("the Student").

It is necessary that the Student receive \_\_\_\_\_ (medication), a physician-prescribed medication, during school intervals beginning on \_\_\_\_\_ (date) and continuing through \_\_\_\_\_ (date).

**CHECK ONE (1) OF THE FOLLOWING BOXES**

\_\_\_\_\_ I hereby authorize Emerson-Hubbard Public Schools to allow the Student to administer the above-described medication to himself/herself without monitoring or supervision by school personnel.

\_\_\_\_\_ I hereby request Emerson-Hubbard Public Schools, or its authorized representative, to administer the above-named medication to the Student, in accordance with the prescribing physician's instructions, and agree to:

1. Submit this request to the principal or school nurse.
2. Make certain the Physician's Request for the Administration of Prescription Medication by School Personnel is submitted to the principal or school nurse.
3. Make sure personally that the medication is received by the principal or school nurse and/or county nursing services administering it, in the container in which it was dispensed by the prescribing physician or licensed pharmacist.
4. Make sure personally that the container in which the medication is in is marked with the medication name, dosage, interval dosage, and date after which no administration should be given.
5. Submit a REVISED STATEMENT signed by the physician prescribing the medication to the principal or school nurse IF ANY OF THE INFORMATION PROVIDED BY THE PHYSICIAN CHANGES.
6. Provide directions to the school personnel providing the medication.
7. Provide monitoring of the medication's effects, and assume full responsibility therefor.

I understand that unlicensed school personnel may be assigned to provide medication to the Student and hereby release the School District and the Board of Education of the School District and all employees, agents, and representatives of the School District from any liability concerning the providing or non-providing of the medication to the Student.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Work Telephone Number

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

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Alternate Number for Parent

\_\_\_\_\_  
Parent/Guardian

**PROVISION OF MEDICATION TO STUDENT  
PHYSICIAN'S REQUEST FOR ADMINISTRATION OF PRESCRIPTION  
MEDICATION BY SCHOOL PERSONNEL**

Date \_\_\_\_\_

\_\_\_\_\_ (Student's full name) is under my care and must take medication which I have prescribed during the school day.

Name of medication (as it appears on container in which the medication is stored) \_\_\_\_\_

Dosage and time \_\_\_\_\_

Date provision of medication is to begin \_\_\_\_\_

Date after which the medication should not be provided \_\_\_\_\_

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

Special instructions for the provision and storage of the medication \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Physician

\_\_\_\_\_  
Primary Phone Number

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Secondary Phone Number

**RECORD OF THE PROVISION OF PRESCRIPTION MEDICATION**

Parent's Phone # \_\_\_\_\_  
 Name of Student \_\_\_\_\_ Grade \_\_\_\_\_  
 Medication \_\_\_\_\_ Date to Begin \_\_\_\_\_ Date to End \_\_\_\_\_  
 Dosage \_\_\_\_\_ Time \_\_\_\_\_  
 Doctor \_\_\_\_\_ Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_  
 Possible Adverse Reaction: \_\_\_\_\_

Person(s) Authorized to Administer Medications: \_\_\_\_\_

| Date<br>Provided | Time<br>Provided | Medication<br>Name | Dosage<br>Provided | Route | Refused<br>Medication | Signature of<br>Employee<br>Providing<br>Medication |
|------------------|------------------|--------------------|--------------------|-------|-----------------------|-----------------------------------------------------|
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |
|                  |                  |                    |                    |       |                       |                                                     |



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

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**II. PARENT OR GUARDIAN**

**AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

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

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

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

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

**III. STUDENT AGREEMENT**

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

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

**IV. MEDICAL MANAGEMENT PLAN**

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

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

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

1. Access to Prescription Asthma/Anaphylaxis Medication

- ☐ May have medication in Student's possession at any time.
- ☐ May have medication in Student's possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
- ☐ May not have medication in Student's possession except for emergency use.

2. Self-Administration of Prescription Asthma/Anaphylaxis Medication

- ☐ May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
- ☐ May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
- ☐ May not self-administer except for emergency use.

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

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

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

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



Dated: \_\_\_\_\_

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

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

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

☐ Albuterol inhaler (Proventil, Ventolin) 2 inhalations

## **ASTHMA TREATMENT**

Give or self-administer **quick relief medication** when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.

### **Quick relief medication:**

☐ Albuterol inhaler (Proventil, Ventolin) 2 inhalations

☐ Pirbuterol inhaler (Maxair) 2 inhalations

☐ Albuterol inhaled *by nebulizer* (Proventil, Ventolin)

☐ 0.63 mg/3 mL

☐ 1.25 mg/3 mL

☐ Levalbuterol inhaled *by nebulizer* (Xopenex)

☐ 0.31 mg/3 mL

☐ 0.63 mg/3 mL

☐ 1.25 mg/3 mL

☐ May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.

## **IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED**

### **If after 10 minutes:**

- Symptoms are improved, student may return to classroom after notifying parent/guardian.
- If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student's ability to remain in school for the day.
- ***If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).***

## **ANAPHYLAXIS TREATMENT**

Give or self-administer **epinephrine** when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck "sucking in"), lips or fingernails turning blue, or trouble talking (shortness of breath).

☐ The Student has severe allergies to the following: \_\_\_\_\_

☐ Epinephrine injection (please specify): \_\_\_\_\_

☐ EpiPen 0.3 mg

☐ Twinject 0.3 mg

☐ EpiPen Jr. 0.15 mg

☐ Twinject 0.15 mg

☐ May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.

## **IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED**

- ***CALL 911 and closely observe the student.***
- Notify parent/guardian immediately.
- Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.
- ***If student does not improve or continues to worsen, INITIATE Nebraska's schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).***

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

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

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

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

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

### Asthma/Allergy Self-Management Log

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

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

| Date Started | Medication | Dosage | Time | Frequency | Physician | Phone # |
|--------------|------------|--------|------|-----------|-----------|---------|
|              |            |        |      |           |           |         |

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

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

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

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

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

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

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

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

Date of Adoption: July 11, 2016



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: [Insert Date]





InstructionELL Parent Policy

1. The Emerson-Hubbard Community School District will follow mandated federal and state guidelines in involving parents of participating children in the planning, design, and implementation of the **ELL** program.
2. Parents are requested to submit recommendations for the **ELL** program to the administration and/or **ELL** staff.
  - A. These recommendations will be discussed and, if adopted, will become part of the program.
3. An annual meeting will be held each year for parents of participating **ELL** children.
  - A. Parents will be notified of the meeting through the school newsletter and by personal written communication.
  - B. Other meetings may be held if requested by either parents or staff.
4. Parents will be notified of the parent meeting through the school newsletter and by personal letter.
  - A. An agenda for the meeting will be included in the letter.
5. Parents receive the following information regarding placement of students in the **ELL** program:
  - A. The reasons for the child's participation
  - B. Explanation of assessments used to place students in the program
6. Parents receive an explanation of the **ELL** program
  - A. Timely information about the program
  - B. Requirement for parental involvement
7. Parents shall be notified of the following regarding their child's involvement in the program.
  - A. Specific instructional objectives and methods of the program.
  - B. Regular and timely reports of student progress

8. Parents are invited and encouraged to visit and observe the **ELL** program activities.
  - A. Curriculum materials and methods used will be made available upon request.
9. A copy of this policy is made available to all parents involved in the ELL program.
  - A. The parent policy shall be reviewed annually at the parent meeting.
  - B. Recommendations for changes may be made at that time.

Date of Adoption: December 2018

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: [Insert Date]



InstructionBehavioral Intervention and Classroom Management1. Purpose

The District is committed to creating a learning environment where every individual is valued, respected, and supported. This Policy emphasizes the shared responsibility of individuals for their actions and their ability to learn, grow, and thrive. This Policy further provides a framework for encouraging positive behavior, addressing challenges in a caring and constructive way, and ensuring safe and supportive school and classroom environments.

2. General Principles

As part of the District's commitment to all students, the Board hereby implements a tiered-system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

This Policy does not replace or alter the Student Discipline Act when behaviors warrant student disciplinary action under that Student Discipline Act.

3. Standards

| <b>Tier 1: Universal Supports</b>                   |                                                                                                                                                                                             |                                                                                                                                                                                  |                                                                                                                                                                                               |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     | <b>District Level</b>                                                                                                                                                                       | <b>School Level</b>                                                                                                                                                              | <b>Classroom Level</b>                                                                                                                                                                        |
| <b>Sound Infrastructure &amp; Shared Leadership</b> | Develop and maintain a district-wide behavior framework, ensuring alignment with the district's vision and goals. Establish a leadership team to oversee implementation and sustainability. | Create school-level leadership teams to implement the district behavior framework. Build systems to support staff in consistent implementation of universal behavior strategies. | Teachers set up clear, consistent behavior expectations aligned with school and district policies. Classroom routines and physical environments are structured to promote positive behaviors. |
| <b>Layered Continuum of Support</b>                 | Ensure all schools have access to evidence-based universal behavior practices and instructional tools for promoting positive behavior.                                                      | Develop a school-wide plan for teaching and reinforcing positive behavior expectations for all students.                                                                         | Integrate the development of emotional and interpersonal skills into daily instruction and explicitly teach expected behaviors.                                                               |
| <b>Data-Based Decision-Making</b>                   | Implement a district-wide behavior data system for tracking                                                                                                                                 | Use behavioral data to assess school culture,                                                                                                                                    | Collect and reflect on classroom behavior data to identify patterns or                                                                                                                        |

|                                                     |                                                                                                                                   |                                                                                                                                        |                                                                                                                                                |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     | student behavioral incidents, attendance, and other indicators of behavior. Analyze district trends to guide support for schools. | climate and adjust universal supports.                                                                                                 | unanticipated signs of distress and adjust teaching practices as needed.                                                                       |
| <b>Communication and Collaboration</b>              | Share district-wide behavior policies, expectations, and data with all stakeholders, including families and the community.        | Develop intervention teams to identify students in need of Tier 2 support and manage their plans.                                      | Teachers collaborate with intervention teams to integrate targeted strategies into the classroom.                                              |
| <b>Tier 2: Targeted Supports</b>                    |                                                                                                                                   |                                                                                                                                        |                                                                                                                                                |
|                                                     | <b>District Level</b>                                                                                                             | <b>School Level</b>                                                                                                                    | <b>Classroom Level</b>                                                                                                                         |
| <b>Sound Infrastructure &amp; Shared leadership</b> | Provide a menu of evidence-based Tier 2 intervention and training for implementation.                                             | Develop intervention teams to identify students in need of Tier 2 support and manage their plans.                                      | Teachers collaborate with intervention teams to integrate targeted strategies into the classroom that align with school and district policies. |
| <b>Layered Continuum of Support</b>                 | Allocate resources to support targeted interventions, such as additional staff or training for small group supports.              | Implement interventions such as mentoring programs, social skills groups, or targeted behavior coaching.                               | Provide additional supports like daily progress monitoring and structured break.                                                               |
| <b>Data-Based Decision-Making</b>                   | Use district-wide systems to track the effectiveness of Tier 2 interventions and adjust as needed.                                | Monitor progress using behavior data: point sheets, observations, or student self-assessments and input data in district-wide systems. | Document daily data on student progress to evaluate the impact of interventions.                                                               |
| <b>Communication and Collaboration</b>              | Facilitate communication between schools, families, and community partners about available Tier 2 supports.                       | Engage families in the intervention process by providing regular updates and involving them in problem solving and goal setting.       | Maintain open lines of communication with families about their child's progress and strategies to promote support the behavior goals at home.  |
| <b>Tier 3: Intensive, Individualized Supports</b>   |                                                                                                                                   |                                                                                                                                        |                                                                                                                                                |
|                                                     | <b>District Level</b>                                                                                                             | <b>School Level</b>                                                                                                                    | <b>Classroom Level</b>                                                                                                                         |
| <b>Sound Infrastructure &amp; Shared leadership</b> | Ensure access to specialized staff to design and oversee intensive interventions.                                                 | Assemble a multidisciplinary team to develop and implement Functional Behavioral Assessments (FBAs) and Behavior                       | Collaborate with specialists to integrate individualized supports into classroom routines that align with school and district policies.        |

|                                        |                                                                                                         |                                                                                                                                                               |                                                                                                                                            |
|----------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |                                                                                                         | Intervention Plans (BIPs).                                                                                                                                    |                                                                                                                                            |
| <b>Layered Continuum of Support</b>    | Coordinate external services and resources for students requiring wraparound support beyond the school. | Provide interventions or sessions tailored to the student's unique needs and communicate with external services and resources to align supports for students. | Consistently implement accommodations and modifications, such as sensory supports or de-escalation plans, to address individual behaviors. |
| <b>Data-Based Decision-Making</b>      | Regularly review data on Tier 3 interventions and outcomes to ensure its effectiveness.                 | Use detailed, frequent data collection to refine and adjust BIPs based on student progress.                                                                   | Implement daily monitoring and adjust individualized strategies as data indicates.                                                         |
| <b>Communication and Collaboration</b> | Partner with community agencies to align supports for students with complex needs.                      | Conduct regular meetings with families to review and revise plans based on student progress.                                                                  | Provide ongoing feedback to families and specialists about the student's daily performance, progress, and needs.                           |

#### 4. Addressing Dysregulated Behavioral and Classroom Removal

This Policy outlines a structured approach for managing dysregulated behavior that disrupts the learning environment or poses safety concerns. The aim is to ensure the safety and well-being of all students and staff, while supporting the student in developing self-regulation skills and reintegrating into the classroom.

##### A. Criteria for Removal

- i. *Safety Concerns*: Immediate removal may occur if a student poses a threat to their own safety, the safety of others, or the environment.
- ii. *Disruption to Learning*: Removal may be necessary if the student's behavior significantly disrupts instruction or the learning environment.
- iii. *Attempted Interventions*: Whenever possible, staff should use de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 interventions before considering removal. Severe behaviors that endanger safety may bypass prior interventions.

##### B. Procedure for Removal

- i. *Behavior Documentation*: The teacher or staff member documents the behavior leading to the removal, including antecedents, attempted interventions, and the incident itself. A clear, objective description of the behavior must be included.

- ii. *Safe Transition*: The student is escorted to a designated safe space, such as the office or a designated calming area, by trained personnel. Efforts are made to ensure the student remains calm and safe during the transition.
- iii. *Notification*: Parents or guardians are notified as soon as possible about the removal. A detailed account of the behavior and any interventions attempted are shared.

C. Post-Removal Actions

- i. *Restorative Meeting*: A meeting involving the student, parents or guardians, teacher or other designated staff member, and administrator may be scheduled to review the behavior, its impact, and steps to prevent recurrence. The meeting emphasizes restoring relationships and understanding the root cause of the behavior.
- ii. *Behavior Support Plan (if needed)*: For recurring incidents, a behavior support plan is developed or reviewed, including targeted interventions and supports aligned with the student's needs. The plan may include strategies such as check-ins, mentoring, or additional behavioral learning supports.

D. Transition Back to the Classroom

- i. *Reintegration Plan*: The student returns to the classroom with appropriate support, which may include a reintegration checklist, a designated buddy, or frequent check-ins with a trusted adult. Expectations and routines are explicitly reviewed with the student.
- ii. *Ongoing Support and Monitoring*: Follow-up meetings with the student, teacher or other designated staff member, and parents/guardians are scheduled to evaluate progress. Data from behavior observations are used to adjust interventions and supports as needed.
- iii. *Focus on Positive Growth*: A strengths-based approach is applied to recognize and reinforce improvements in behavior.

5. Communication and Collaboration

Families are partners in addressing the student's behavior and supporting reintegration. School staff will provide clear and transparent communication about any incident, the student's plan for return, and available resources. Collaboration will also occur between general education, special education, school psychologist, behavior specialists, school counselors, and/or social workers to ensure all supports align with the student's needs and strengths.

6. Required Training

The District will ensure that school employees are trained in behavioral awareness and intervention as required by this Policy and state law. The Superintendent is hereby delegated the authority and responsibility to develop or contract for such training and to ensure that the appropriate staff receive said training as required by state law.

7. Monitoring and Feedback

Parents, guardians, students, advocates and community members are encouraged to provide feedback on this Policy and the District's actions under this Policy. The Superintendent or designee is also directed to provide any feedback to the Board of Education as the Superintendent deems appropriate.



Legal Reference: Neb. Rev. Stat. § 79-262.01

Date of Adoption: July, 2025



Instruction

Citizenship

The Superintendent of Schools is directed to develop a procedure whereby all certificated staff members are made aware of the requirements of Nebraska Statutes with regard to the development of student knowledge and respect for citizenship.

Legal Reference: Neb. Rev. Stat. §79-213

Date of Adoption: March, 1992



InstructionCharacter Education

Each teacher employed to give instruction in any public, private, parochial, or denominational school in the State of Nebraska shall so arrange and present his/her instruction as to give special emphasis to common honesty, morality, courtesy, obedience to law, respect for the national flag, the Constitution of the United States, and the Constitution of the State of Nebraska, respect for parents and the home, the dignity and necessity of honest labor, and other lessons of a steadying influence which tend to promote and develop an upright and desirable citizenry.

Legal Reference: Neb. Rev. Stat. §79-214

Date of Adoption: March, 1992



**ARTICLE 6****SPECIAL EDUCATION****(Series 6600)**

|                                                                          | <b><u>POLICY</u></b> | <b><u>REGULATION</u></b> |
|--------------------------------------------------------------------------|----------------------|--------------------------|
| <b>STATEMENT OF ASSURANCES</b>                                           | <b>6600</b>          |                          |
| <b>Free Appropriate Public Education</b>                                 |                      | 6600.1                   |
| <b>Guidelines for Use of Specific Behavior Modification Strategies</b>   |                      | 6600.2                   |
| <b>IDENTIFICATION OF STUDENTS WITH DISABILITIES</b>                      | <b>6601</b>          |                          |
| <b>Child Find</b>                                                        |                      | 6601.1                   |
| <b>Identification Procedures</b>                                         |                      | 6601.2                   |
| <b>General Evaluation Procedure Requirements</b>                         |                      | 6601.3                   |
| <b>Multidisciplinary Evaluation Team (MDT) Requirements</b>              |                      | 6601.4                   |
| <b>Eligibility for Special Education</b>                                 |                      | 6601.5                   |
| <b>Reevaluations</b>                                                     |                      | 6601.6                   |
| <b>Independent Educational Evaluation</b>                                |                      | 6601.7                   |
| <b>INDIVIDUALIZED EDUCATION PROGRAM (IEP)</b>                            | <b>6602</b>          |                          |
| <b>IEP Team Participants</b>                                             |                      | 6602.1                   |
| <b>IEP Meeting</b>                                                       |                      | 6602.2                   |
| <b>IEP Contents</b>                                                      |                      | 6602.3                   |
| <b>Revising the IEP</b>                                                  |                      | 6602.4                   |
| <b>IEP Accountability</b>                                                |                      | 6602.5                   |
| <b>Students with Disabilities in Adult Prisons</b>                       |                      | 6602.6                   |
| <b>Programs for Children who Transfer School Districts</b>               |                      | 6602.7                   |
| <b>Transition from Early Intervention Services to Preschool Programs</b> | <b>6603</b>          |                          |
| <b>Individual Family Service Plan (IFSP) Transition Plan</b>             |                      | 6603.1                   |
| <b>Transition to Preschool Programs</b>                                  |                      | 6603.2                   |
| <b>Participation in District-Wide Assessments</b>                        | <b>6604</b>          |                          |
| <b>Participation in State and District-wide Assessments</b>              |                      | 6604.1                   |
| <b>LEAST RESTRICTIVE ENVIRONMENT</b>                                     | <b>6605</b>          |                          |
| <b>Least Restrictive Environment (LRE) Requirements</b>                  |                      | 6605.1                   |
| <b>Placement Requirements</b>                                            |                      | 6605.2                   |

**ARTICLE 6****SPECIAL EDUCATION  
(CONTINUED)****(Series 6600)**

|                                                                                                                                                          | <b><u>POLICY</u></b> | <b><u>REGULATION</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------|
| <b>CHILDREN IN NONPUBLIC SCHOOLS</b>                                                                                                                     | <b>6606</b>          |                          |
| Students Placed in or Referred to a<br>Nonpublic School or Facility by<br>the District as a Means of Providing<br>Special Education and Related Services |                      | 6606.1                   |
| Students Placed in a Nonpublic School by<br>Parents if Free Appropriate Public<br>Education (FAPE) is at Issue                                           |                      | 6606.2                   |
| Children Enrolled in a Nonpublic School<br>by Parents if Free Appropriate Public<br>Education (FAPE) is not at Issue                                     |                      | 6606.3                   |
| <b>PROCEDURAL SAFEGUARDS</b>                                                                                                                             | <b>6607</b>          |                          |
| Accessibility and Confidentiality of Records                                                                                                             |                      | 6607.1                   |
| Procedural Timelines                                                                                                                                     |                      | 6607.2                   |
| Prior Written Notice                                                                                                                                     |                      | 6607.3                   |
| Procedural Safeguards Notice                                                                                                                             |                      | 6607.4                   |
| Informed Parental Consent                                                                                                                                |                      | 6607.5                   |
| Parental Refusal to Consent                                                                                                                              |                      | 6607.6                   |
| Appointment of Surrogates                                                                                                                                |                      | 6607.7                   |
| Complaint Procedures                                                                                                                                     |                      | 6607.8                   |
| Mediation Procedures                                                                                                                                     |                      | 6607.9                   |
| Resolution Meeting Procedures                                                                                                                            |                      | 6607.10                  |
| Due Process Hearings                                                                                                                                     |                      | 6607.11                  |
| <b>TRANSPORTATION</b>                                                                                                                                    | <b>6608</b>          |                          |
| Responsibility for Transportation                                                                                                                        |                      | 6608.1                   |
| Transportation of Nonpublic School Students                                                                                                              |                      | 6608.2                   |
| <b>PERSONNEL STANDARDS</b>                                                                                                                               | <b>6609</b>          |                          |
| Special Education Personnel Development                                                                                                                  |                      | 6609.1                   |
| <b>DISCIPLINE ACTION</b>                                                                                                                                 | <b>6610</b>          |                          |
| Discipline Actions for Special Suspension Students                                                                                                       |                      | 6610.1                   |



## **SPECIAL EDUCATION**

### **Statement of Assurances**

The Emerson-Hubbard Public Schools assures that:

- The district will abide by all state and federal laws and regulations relating to special education;
- A Free Appropriate Public Education is available to all children with disabilities from birth through the school year in which the student reaches 21 years of age, including children who have been suspended or expelled from school; and
- The district has a goal of providing full educational opportunity for all children with disabilities consistent with the state's full educational opportunity goal.

### **Performance Goals and Indicators**

Emerson-Hubbard Public Schools will use performance indicators established by the state to assess progress toward achieving those goals that, at a minimum, address the performance of children with disabilities on assessments, dropout rates and graduation rates.

Emerson-Hubbard Public Schools will provide the Nebraska Department of Education with information necessary to enable the state to carry out its duties, including those duties relating to the performance of children with disabilities participating in special education programs under the Individuals with Disabilities Education Act.

The special education policies are to be interpreted to be in compliance with federal and state law and regulations. In the event of changes in law or regulations, 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 or regulations are adopted by the Board of Education.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-004.01**

## **SPECIAL EDUCATION**

### **Free Appropriate Public Education**

Emerson-Hubbard Public Schools shall insure that children with verified disabilities, from date of diagnosis to age 21, including children who have been suspended or expelled from school, have available to them a free appropriate public education (FAPE) which includes special education and related services to meet their unique needs in detention facilities, correctional facilities, jails and prisons and eligible resident children.

1. Emerson-Hubbard Public Schools shall ensure that a FAPE is available to any individual child with a disability who needs special education and related services, even though the child is advancing from grade to grade. The determination that such a child is eligible for such services is to be made on an individual basis by the multidisciplinary evaluation team.
2. Exceptions to the Requirements to Provide a Free Appropriate Public Education:  
  
Students with disabilities who have graduated from high school with a regular high school diploma are not eligible to receive a FAPE.
  - a. The exception does not apply to students who have graduated but have not been awarded a regular high school diploma.
  - b. Graduation from high school with a regular diploma constitutes a change in placement requiring written prior notice in accordance with state and federal laws.
3. Participation in or attendance at programs by children with verified disabilities from date of diagnosis to age five shall be voluntary as specified by the parent.

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**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-004.01,  
004.02**

## **SPECIAL EDUCATION**

### **Guidelines for Use of Specific Behavior Modification Strategies**

Behavior modification is one of several education techniques used in day-to-day instruction. This technique assumes that all or most learning takes place through positive and/or negative reinforcement.

The term “behavior modification” includes reinforcement techniques commonly employed by classroom teachers, as well as specific techniques used for students such as timeout rooms, restraints, aversive and/or non-aversive techniques, etc.

Use of some highly specific behavior modification strategies can be quite effective. Use of such strategies can also be easily misunderstood by parents and/or other public audiences; therefore, the following guidelines for using behavior modification practices should be observed:

Procedures:

An individual plan for using specific/unique behavior modification strategies with a student should be developed, as determined appropriate, using the following procedures:

- a. Describe specific behavior to be modified/acquired;
- b. Describe the technique(s) to be used;
- c. Determine who will be responsible for administering the technique;
- d. Document whether the student has a choice in the technique to be used;
- e. Document that parents/guardian and the student have been informed of the technique and approve of the plan;
- f. Document that medical clearance has been obtained to use the technique, where appropriate;
- g. Document that the building administrator has approved the plan;
- h. Describe the timelines established such as frequency, duration, termination, etc.
- i. Describe how the technique will be determined to have been successful or unsuccessful.
- j. School staff are prohibited from requiring a child to obtain a prescription for a controlled substance as a condition for attending school, receiving an evaluation or receiving special education services.

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-  
004.11D1**

## **SPECIAL EDUCATION**

### **Identification of Students with Disabilities**

#### **Childfind**

Emerson-Hubbard Public Schools ensures that all children with disabilities residing in Emerson-Hubbard Public Schools, including children with disabilities who are homeless children or wards of the state and children with disabilities attending nonpublic schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving special education and related services.

#### **Identification, Evaluation and Verification**

Emerson-Hubbard Public Schools ensures that children with disabilities are evaluated in accordance with state and federal laws. Procedures to ensure that assessment and evaluation materials and procedures utilized for the purposes of 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 language and form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is not feasible to provide or administer, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.01**

## **SPECIAL EDUCATION**

### **Childfind**

All children with disabilities residing in Emerson-Hubbard Public Schools, including children with disabilities who are homeless children or wards of the state and children with disabilities attending nonpublic schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are to be identified, located, and evaluated and a practical method is to be developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

For infants and toddlers, Emerson-Hubbard Public Schools shall demonstrate targeted efforts to meet the needs of children from historically underserved populations, particularly minority, low-income, inner-city and rural populations, and children with disabilities who are wards of the state.

The Childfind requirements apply to highly mobile children with disabilities (such as migrant and homeless children) and to children under the age of three who are involved in a substantiated case of child abuse or neglect or who are identified as affected by illegal substance abuse, or withdrawal symptoms resulting from prenatal drug exposure.

The Childfind efforts will be made for children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade.

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.01A**

## **SPECIAL EDUCATION**

### **Identification Procedures**

#### **1. Student Assistance Team (SAT)**

For a school-age student, a general education student assistance team 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, and a listing of the members of the SAT or comparable problem-solving team.

#### **2. Informed Parental Consent**

Informed parental consent must be obtained by Emerson-Hubbard Public Schools before:

Conducting an initial multidisciplinary evaluation;

Conducting a reevaluation; and

Initial placement of a child with disabilities in a program providing special education and related services or early intervention services to infants and toddlers.

Parental consent for evaluation shall not be construed as consent for initial placement.

Parental consent is not required before:

Reviewing existing data as part of an evaluation or reevaluation; or

Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.

## **SPECIAL EDUCATION**

### **Identification Procedures (Continued)**

#### **3. Parental Refusal to Consent**

If the parent does not provide consent for an initial evaluation or the parent fails to respond to a request to provide the consent, Emerson-Hubbard Public Schools may pursue the initial evaluation by utilizing the procedures described in state and federal laws.

If the parent refuses to consent to the receipt of special education and related services, or the parents fail to respond to a request to provide the consent: Emerson-Hubbard Public Schools need not make available a free appropriate public education to the child and need not convene an IEP meeting or develop an IEP for the child for the services for which Emerson-Hubbard Public Schools requested such consent.

For infants and toddlers, if consent is not given, Emerson-Hubbard Public Schools shall make reasonable efforts to ensure that the parents:

Are fully aware of the nature of the evaluation or the services that will be available;  
and

Understand that the child will not be able to receive the evaluation or services unless consent is given.

The parents of an infant or toddler may determine that they, their child, or other family members will accept or decline any early intervention service, and may decline such a service after first accepting it, without jeopardizing other early intervention services.

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**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 55-  
006.01C; 92 NAC 51-009.06**

## **SPECIAL EDUCATION**

### **General Evaluation Procedure Requirements**

Consistent with federal and state laws, Emerson-Hubbard Public Schools may initiate a request for an initial evaluation to determine if the child is a child with a disability. Except for infants and toddlers, Emerson-Hubbard Public Schools shall conduct a full and individual evaluation for each child being considered for special education and related services before the initial provision of special education and related services to a child with a disability. The initial evaluation shall determine whether a child is a child with a disability and the educational needs of the child. Emerson-Hubbard Public Schools insures, at a minimum, that the following requirements are met:

1. Assessments and other evaluation materials used to assess a child are selected and administered so as not to be discriminatory on a racial or cultural basis; and are provided and administered in the language and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally unless it is not feasible to provide or administer and are used for purposes for which the assessments or measures are valid and reliable.

For infants and toddlers, tests and other evaluation materials and procedures are administered in the native language of the parent or other mode of communication, unless it is clearly not feasible to do so.

2. A variety of assessment tools and strategies are used to gather relevant functional, developmental and academic information about the child, including information provided by the parent, and information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities) that may assist in determining whether the child is a child with a disability and the content of the child's IEP.
3. Materials and procedures used to assess a child with limited English proficiency are selected and administered to insure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
4. Any standardized tests that are given to a child have been validated for the specific purpose for which they are used; and are administered by trained and knowledgeable personnel in accordance with instructions provided by the producer of the assessments. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of the test administration) must be included in the evaluation report.



## **SPECIAL EDUCATION**

### **Assessment Procedures and Requirements (Continued)**

5. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient. No single measure or assessment is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
6. Tests are selected and administered so as best to insure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
7. The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. The evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
8. Technically-sound instruments are used that assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. Assessment tools and strategies provide relevant information that directly assists persons in determining the educational needs of the child.
9. In interpreting evaluation data for the purpose of determining if a child is a child with a disability and the educational needs of the child, multidisciplinary teams shall draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background and adaptive behavior, and insure that information obtained from all these sources is documented and carefully considered and will be carefully considered and used in the development of the child's IEP.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.02**

## **SPECIAL EDUCATION**

### **Multidisciplinary Evaluation Team (MDT) Requirements**

#### **1. Evaluation of Students**

- a. The multidisciplinary evaluation team (including the child's parents) shall be responsible for the analysis, assessment and documentation of educational and developmental abilities and needs of each child referred for the purpose of individual evaluation. Using the documentation collected and the Nebraska Department of Education verification criteria, the multidisciplinary team shall make all verification decisions. Documented information shall be collected to facilitate the development of a statement of present level of development and educational performance on the IFSP or IEP.
- b. The multidisciplinary evaluation team members shall be composed of such individuals as required by state and federal law.
- c. For students attending nonpublic schools, an administrator or a designated representative of the nonpublic school shall be a member of the team.
- d. In making a determination of eligibility, a child shall not be determined to be a child with a disability if the determining factor is lack of appropriate instruction in reading (including in the essential components of reading instruction as defined by federal laws), lack of instruction in math or limited English proficiency.
- e. If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with state and federal laws.
- f. Referral, notice to parents and parental consent shall be completed in a reasonable period of time. The initial multidisciplinary team evaluation shall be completed within 60 days of receiving parental consent for the evaluation. This 60-day period shall not apply if either (1) the child has enrolled in Emerson-Hubbard Public Schools after consent for evaluation was given to the child's previous school, the child's previous school is making sufficient progress on the evaluation to ensure prompt completion and the parent and Emerson-Hubbard Public Schools agree to a specific time period when the evaluation will be completed or (2) the parent repeatedly fails or refuses to produce the child for the evaluation.

#### **2. Multidisciplinary team written reports**

- a. The team shall prepare a written report of the results of the evaluation.
- b. The report shall include a statement of: whether the child qualifies as a student with a disability based on the eligibility criteria and definition of "children with disabilities"

## **SPECIAL EDUCATION**

### **Multidisciplinary Evaluation Team (MDT) Requirements (Continued)**

contained in the Nebraska Department of Education Rules; the basis for making the determination; the child's educational needs; and a listing of the team members.

- c. For a child with a suspected learning disability, the report shall also include:
  - 1) a statement of whether the student has a specific learning disability based on criteria and the definition as issued by the Nebraska Department of Education;
  - 2) the relevant behavior noted during the observation of the student; the relationship of that behavior to the student's academic functioning; the educationally relevant medical findings, if any; and the determination of the team concerning the effects of environmental, cultural, or economic disadvantage;
- d. In determining whether a child has a specific learning disability, the team may use a process that determines if the child responds to scientific, research-based intervention (Response to Intervention Process) as a part of the evaluation procedures, or a process that demonstrates a severe discrepancy between intellectual ability and achievement (Severe Discrepancy Process).
- e. Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member shall submit a separate statement presenting his or her conclusion.
- f. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent.

#### **3. Further Evaluation or Non-Verification**

- a. Should a multidisciplinary evaluation team recommend that further evaluation of a student may be necessary by an outside agency, the building principal should contact the director of special education. Supplemental evaluation must be approved by the director of special education.
- b. For a school-age student who, after initial MDT evaluation, does not qualify for special education services or for a student with a verified disability who, upon reevaluation, no longer qualifies for special education services, a problem-solving team shall document a plan to assist the teacher(s) in the provision of regular education.

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**December 13, 2010**  
**Federal Regulation 34 CFR**  
**300; Nebraska Statutes 79-1110**  
**to 79-1178; 92 NAC 51-006.02**

## **SPECIAL EDUCATION**

### **Eligibility for Special Education**

Except for infants and toddlers, Emerson-Hubbard Public Schools shall provide special education services only to children with verified disabilities. For infants and toddlers early intervention services may begin prior to completion of a full and individual initial evaluation in accordance with Nebraska Department of Education Rules.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.04**

## **SPECIAL EDUCATION**

### **Reevaluations**

A reevaluation of each child with a previously verified disability shall be conducted not more than once a year, unless the parent and the school district agree otherwise; and shall be conducted at least every three years unless the parent and the school district agree that a reevaluation is unnecessary.

#### **Review of Existing Evaluation Data**

As part of an initial evaluation (if appropriate) and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, shall:

Review existing evaluation data on the child, including evaluations and information provided by the parents of the child, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers; and on the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine:

1. whether the child is a child with a disability and the educational needs of the child or, in case of a reevaluation of a child, whether the child continues to have such a disability and such educational needs;
2. the present levels of academic achievement and related developmental needs of the child;
3. whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
4. whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the individualized education program of the child and to participate, as appropriate, in the general curriculum.

Emerson-Hubbard Public Schools shall administer such assessments and other evaluation measures as may be needed to produce the data identified by the IEP team.

The IEP team and other qualified professionals may conduct its review without a meeting.

**SPECIAL EDUCATION****Reevaluations (Continued)**

If the IEP team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the child continues to be a child with a disability and to determine the child's educational needs, the district:

Shall notify the child's parents of:

That determination and the reasons for the determination; and

The right of such parents to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs for the purpose of services under federal and state special education laws.

Emerson-Hubbard Public Schools shall not be required to conduct such an assessment unless requested to by the child's parents.

Emerson-Hubbard Public Schools shall evaluate a child with a disability in accordance with federal and state special education laws before determining that the child is no longer a child with a disability. However, Emerson-Hubbard Public Schools need not conduct an evaluation before the termination of a student's eligibility due to graduation from secondary school with a regular high school diploma, or to exceeding the age eligibility for a free appropriate public education. For a child whose eligibility terminates under these circumstances, Emerson-Hubbard Public Schools shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.05**

## **SPECIAL EDUCATION**

### **Independent Educational Evaluation**

The parents of a child with a disability have the right to obtain an independent educational evaluation of the child at public expense if the parent disagrees with an evaluation obtained by the Emerson-Hubbard Public Schools. Public expense means that Emerson-Hubbard Public Schools either pays for the full cost of the evaluation or insures that the evaluation is otherwise provided at no cost to the parent.

If a parent requests an independent educational evaluation at public expense, Emerson-Hubbard Public Schools will, without unnecessary delay, either:

1. Initiate a hearing to show its evaluation is appropriate or
2. Insure that an independent educational evaluation is provided at public expense, unless Emerson-Hubbard Public Schools demonstrates at a hearing that the evaluation obtained by the parent did not meet school district criteria.

Emerson-Hubbard Public Schools shall provide to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained and the Emerson-Hubbard Public Schools criteria applicable for independent educational evaluation.

The Emerson-Hubbard Public School District will provide the parent with a list of qualified professional agencies/individuals in the area. These providers will be those whose rates have been approved by the Nebraska Department of Education. Such lists will indicate the availability of qualified individuals within the geographic area specified.

Qualifications of examiners for the Emerson-Hubbard Public School District are in accordance with Rule 51 of the Nebraska Department of Education. Locations of any evaluation provider shall be within reasonable distance of the Emerson-Hubbard Public School District.

The Emerson-Hubbard Public School District will establish maximum allowable charges for an independent educational assessment. Maximum allowable charges for an independent assessment allow parent/guardian to choose from among qualified professional agencies/persons. Parents have the opportunity to demonstrate that unusual circumstances justify an independent assessment that does not fall within this regulation.

If Emerson-Hubbard Public Schools initiates a hearing and the final decision is that the school district's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.

## **SPECIAL EDUCATION**

### **Independent Educational Evaluation (Continued)**

If a parent requests an independent educational evaluation, Emerson-Hubbard Public Schools may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent may not be required and the school district may not unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation.

If the parent obtains an independent educational evaluation at private expense, the results of the evaluation:

Must be considered by Emerson-Hubbard Public Schools, if it meets district criteria, in any decision made with respect to the provision of a free appropriate public education to the child; and

May be presented as evidence at a hearing regarding that child.

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation.

Except for the criteria previously mentioned, Emerson-Hubbard Public Schools may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

If a parent/guardian obtains an independent assessment without notifying the school district, the school district will not be obligated to pay the expense of such evaluation if the district's evaluation is determined to be appropriate.

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**Legal Reference:**      **Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-006.07**



## **SPECIAL EDUCATION**

### **Individualized Education Program (IEP)**

Emerson-Hubbard Public Schools ensures that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability in accordance with state and federal laws.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007**

## **SPECIAL EDUCATION**

### **IEP Team Participants**

Emerson-Hubbard Public Schools will insure and document that each IEP team includes the following participants:

1. The parents of a child with a disability or documentation of attempts to arrange a mutually agreed on time and place.
2. Not less than one regular education teacher of the student (if the child is, or may be, participating in the regular education environment). The regular education teacher of the child, as a member of the IEP team, shall, to the extent appropriate, participate in the development, review and revision of the IEP of the child including assisting in the determination of appropriate positive behavioral interventions and supports and other strategies and the determination of supplementary aids and services, program modifications, and support for school personnel.
3. Not less than one special education teacher, or where appropriate, at least one special education provider of the child;
4. A representative of the Emerson-Hubbard Public Schools who:
  - a. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - b. Is knowledgeable about the general education curriculum; and
  - c. Is knowledgeable about the availability of resources of the school district. The district may designate another member of the IEP team to also serve as the school district representative, if the above criteria are satisfied.
5. An individual who can interpret the instructional implications of evaluation results, who may be a member of the team previously described.
6. At the discretion of the parent or the district, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate (the determination of the knowledge or special expertise of the individual shall be made by the party (parents or district) who invited the individual to be a member of the IEP); and
7. Whenever appropriate, the child with a disability;
8. For students attending nonpublic schools, a representative of the nonpublic schools. If the representative cannot attend, other methods shall be used to insure participation by the nonpublic school, including individual or conference telephone calls;

## **SPECIAL EDUCATION**

### **IEP Team Participants (Continued)**

9. For students receiving services from an approved service agency, a representative of the service agency. If the representative is not in attendance, other methods shall be used to insure participation by the approved service agency, including written communication, or individual or conference telephone calls;
10. For students of any age, if the purpose of the meeting is consideration of transition services.
  - a. The student. If the student does not attend, Emerson-Hubbard Public Schools will take other steps to insure that the student's preferences and interests are considered.
  - b. A representative of any other agency that is likely to be responsible for providing or paying for the transition services included in the student's IEP. If an agency invited to send a representative to the meeting does not do so, Emerson-Hubbard Public Schools will take other steps to obtain the participation of the other agency in the planning of any transition services.
11. IEP Attendance
  - a. A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a child with a disability and the school district agree that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
  - b. A member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
    - 1) the parent and the school district consent to the excusal (a parent's agreement and consent shall be in writing); and
    - 2) the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.
12. In the case of a child who was previously served as an infant or toddler under Part C of the Individuals with Disabilities Education Act, an invitation to the initial IEP meeting shall, at the request of the parent, be sent to the Part C service coordinator or other representative of the Part C system to assist with the smooth transition of services.

## **SPECIAL EDUCATION**

### **IEP Team Participants (Continued)**

#### **Parent Participation**

The school district shall take steps to insure that one or both of the parents of the child with a disability are present at the IEP conference or are afforded the opportunity to participate, including:

1. Notifying parents of the IEP conference early enough to insure that they will have an opportunity to attend and scheduling the meeting at a mutually agreed on time and place.
2. The notification must indicate the purpose, time and location of the meeting and who will be in attendance and inform the parents of the provisions of federal and state laws. If the purpose of the meeting is the consideration of transition services for a student, the notification must also:
  - a. Indicate that the purpose of the meeting is consideration of the needed transition services.
  - b. Indicate that Emerson-Hubbard Public Schools will invite the student to the meeting; and
  - c. Identify any other agency that will be invited to send a representative.
3. If neither parent can attend, Emerson-Hubbard Public Schools will use other methods to insure parent participation, including individual or conference telephone calls.
4. A meeting may be conducted without a parent in attendance if Emerson-Hubbard Public Schools is unable to convince the parents they should attend. In this case, the district must have a record of its attempts to arrange a mutually agreed on time and place such as:
  - a. Detailed records of telephone calls made or attempted and the results of the calls;
  - b. Copies of correspondence sent to the parents and any responses received; and
  - c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.
5. Emerson-Hubbard Public Schools will take whatever action is necessary to insure that the parent understands the proceedings of an IEP conference, including arranging for an interpreter for parents who are deaf or whose native language is other than English.
6. Emerson-Hubbard Public Schools will provide a copy of the IEP to parents at no cost.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.03**

## **SPECIAL EDUCATION**

### **IEP Meeting**

1. Emerson-Hubbard Public Schools is responsible for initiating and conducting meetings for the purpose of developing, reviewing and revising an IEP for a student with a verified disability.
2. Before a student with a disability is placed in, or referred to, a nonpublic school or facility, the district shall initiate and conduct a meeting to develop an IEP for the student.
3. After a student with a disability enters a nonpublic school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the nonpublic school or facility at the discretion of Emerson-Hubbard Public Schools.
4. If the nonpublic school or facility initiates and conducts these meetings, Emerson-Hubbard Public Schools will insure that the parents and nonpublic representative:
  - a. Are involved in any decision about the student's IEP; and
  - b. Agree to any proposed changes in the IEP before those changes are implemented.
5. An IEP meeting must be held within thirty (30) calendar days of the verification of the child's disability.
6. After the initial IEP meeting, IEP's must be in effect at the beginning of each school year.
7. The IEP team shall review the student's IEP periodically, but not less frequently than annually, to determine whether the annual goals for the student are being achieved.
8. In making changes to a child's IEP after the annual IEP meeting for a school year, the parent of a child with a disability and the school district may agree not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend or modify the child's current IEP.
9. To the extent possible, the school district shall encourage the consolidation of reevaluation meetings for the child and other IEP meetings for the child.
10. When conducting IEP Team meetings and placement meetings and carrying out administrative matters (such as scheduling, exchange of witness lists and status conferences), the parent of a child with a disability and the school district may agree to use alternative means of meeting participation, such as video conferences and conference calls.

**Date Regulation Reviewed by the Board of Education:**  
**Legal Reference:**

**December 13, 2010**  
**Federal Regulation 34 CFR**  
**300; Nebraska Statutes 79-1110**  
**to 79-1178; 92 NAC 51-007.09**

## **SPECIAL EDUCATION**

### **IEP Contents**

The Individual Education Program (IEP) is a written statement for a student with a verified disability which specifies the special education and related services necessary to assure that child a free, appropriate public education.

The IEP shall include:

1. A statement of the student's present levels of academic achievement and functional performance, including:
  - a. How the student's disability affects the student's involvement in and progress in the general curriculum (i.e., the same curriculum as for nondisabled students); or
  - b. For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities; and
  - c. For children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
2. A statement of measurable annual goals, including academic and functional goals, designed to:
  - a. Meet the child's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum (i.e., the same curriculum as for nondisabled students) or for preschool children, as appropriate, to participate in appropriate activities; and
  - b. Meet each of the student's other educational needs that result from the student's disability.
3. A description of how the child's progress toward meeting the annual goals will be measured and when periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
4. A statement of the special education and related services and supplementary aids and services based on peer-reviewed research to the extent practicable to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child:
  - a. To advance appropriately toward attaining the annual goals;
  - b. To be involved in and progress in the general curriculum and to participate in extracurricular and other nonacademic activities; and

## **SPECIAL EDUCATION**

### **IEP Contents (Continued)**

- c. To be educated and participate with other students with disabilities and non-disabled students in the activities described in this section.
- 5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in the activities previously described.
- 6. A statement of any individual appropriate accommodations or modifications that are necessary to measure the academic achievement and functional performance of the child on state and district-wide assessments; and if the IEP team determines that the student shall take an alternate assessment on a particular district-wide assessment of student achievement, a statement of why:
  - a. The child cannot participate in the regular assessment, and
  - b. The particular alternate assessment selected is appropriate for the child;
- 7. The projected date for the beginning of the services and modifications described in #3 and the anticipated frequency, location, and duration of those services and modifications;
- 8. Beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter:
  - a. Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills;
  - b. The transition services (including courses of study) needed to assist the child in reaching these goals; and
  - c. If a participating agency, other than the school district, fails to provide the transition services described in the IEP, the school district shall reconvene the IEP Team to identify alternative strategies to meet the transition objectives of the child set out in the IEP.
- 9. The plan of transportation and any special conditions necessary for safe transport of the child with a verified disability shall be part of the IEP, when applicable.
- 10. In developing, reviewing or revising each child's IEP:
  - a. The IEP team shall consider the strengths of the child and the concerns of the parents for enhancing the education of their child.

## **SPECIAL EDUCATION**

### **IEP Contents (Continued)**

- b. The IEP team shall consider the results of the initial evaluation or most recent evaluation of the child, and the academic, developmental and functional needs of the child.
  - c. As appropriate, the IEP team shall consider the results of the child's performance on any general state and district-wide assessment programs.
  - d. In the case of a child whose behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports and other strategies to address that behavior.
  - e. In the case of a child with limited English proficiency, the IEP team shall consider the language needs of the child as these needs relate to the child's IEP.
  - f. In the case of a child who is blind or visually impaired, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child.
  - g. The IEP team shall consider the communication needs of the student and in the case of a student who is deaf or hard of hearing, shall consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode.
  - h. The IEP team shall consider whether the student needs assistive technology devices and services.
11. If the IEP team determines that a student needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the student to receive a free appropriate public education (FAPE), the IEP team must include a statement to that effect in the student's IEP.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.07**



## **SPECIAL EDUCATION**

### **Revising the IEP**

The IEP team shall revise the IEP as appropriate to address:

1. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate;
2. The results of any reevaluation conducted;
3. The information about the student provided to, or by, the parents;
4. The student's anticipated needs; or
5. Other matters.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.10**

## **SPECIAL EDUCATION**

### **IEP Accountability**

1. Emerson-Hubbard Public Schools will provide special education and related services to a student with a disability in accordance with the student's IEP and make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.
2. Neither the district, a teacher, nor other person will be held accountable if a student does not achieve the growth projected in the annual goals and benchmarks or objectives. However, the district may establish its own accountability system regarding teacher, school or district performance.
3. Nothing in this regulation limits a parent's right to ask for revisions of the student's IEP or to invoke due process procedures if the parent feels that the efforts required are not being made.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.11**

## **SPECIAL EDUCATION**

### **Students with Disabilities in Adult Prisons**

1. The following requirements do not apply to students with disabilities who are convicted as adults under state law and incarcerated in adult prisons:
  - a. The requirements relating to participation of students with disabilities in general assessments; and
  - b. The requirements relating to transition and planning and transition services do not apply with respect to such students who will reach age 21 before they will be eligible to be released from prison, based on consideration of their sentence and eligibility of early release.
2. The IEP team of a student with a disability, who is convicted as an adult under state law and incarcerated in an adult prison, may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.12**

## **SPECIAL EDUCATION**

### **Programs for Children who Transfer School Districts**

- A. Transfer within the same state — In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in Nebraska, Emerson-Hubbard Public Schools shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the school district adopts the previously held IEP or develops, adopts and implements a new IEP that is consistent with federal and state law.
- B. Transfer from outside the state — In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school and who had an IEP that was in effect in another state, Emerson-Hubbard Public Schools shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the school district conducts an evaluation, if determined to be necessary, and develops a new IEP, if appropriate, that is consistent with federal and state law.
- C. Transmittal of records —
  - 1. When a student transfers into Emerson-Hubbard Public Schools from another school, Emerson-Hubbard Public Schools shall take reasonable steps to promptly obtain the student's records from the transferring school, including the student's IEP and supporting documents and any other records relating to the provision of special education and related services.
  - 2. When a student transfers out of Emerson-Hubbard Public Schools and a request is received to transfer the student's records to the student's new school, Emerson-Hubbard Public Schools shall take reasonable steps to promptly respond to such request.

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**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51- 007.08**

## **SPECIAL EDUCATION**

### **Transition from Early Intervention Services to Preschool Programs**

Infants and toddlers with disabilities will be provided early intervention services in accordance with the law. The district will provide transition services as the child transitions to Part B preschool services according to law.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.17**

## **SPECIAL EDUCATION**

### **Individual Family Service Plan (IFSP) Transition Plan**

For students younger than age three who are determined to be eligible for early intervention services under state and federal laws, the Individual Family Service Plan (IFSP) shall include the steps to be taken to support the transition of the child to preschool services to the extent that those services are considered appropriate, or other services that may be available, if appropriate. These include: (a) discussions with, and training of, parents regarding future placements and other matters related to the child's transition; (b) procedures to prepare the child for changes in the service delivery, including steps to help the child adjust to, and function in, a new setting; and (c) with parental consent, the transmission of information about the child to ensure continuity of services, including evaluation and copies of IFSPs that have been developed and implemented.

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-  
007.13B**

## **SPECIAL EDUCATION**

### **Transition to Preschool Programs**

1. Emerson-Hubbard Public Schools or the agency with which it contracts for services coordination shall convene, with the approval of the child's family, a conference including the family and school district at least 90 days (and at the discretion of all such parties, up to six months) before the child's third birthday or at least 90 days before completion of the early intervention program. The purpose of the meeting is to:
  - a. Insure a smooth and effective transition to preschool programs assisted under Part B of the IDEA for toddlers receiving early intervention services;
  - b. Review the child's program options for the period from the child's third birthday through the remainder of the school year; and
  - c. Describe how the family will be included in the transition plans; and
  - d. Establish a transition plan.
2. In the case of a child with a disability aged three through five (or a two-year-old child with a disability who will turn age three during the school year), the IEP Team shall consider the individualized family service plan that is developed in accordance with Nebraska Department of Education law and the individualized family service plan may serve as the IEP of the child if using that plan as the IEP is agreed to by the school district and the child's parents.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-007.17**

## **SPECIAL EDUCATION**

### **Participation in District-wide Assessments**

Emerson-Hubbard Public Schools ensures that all children with disabilities are included in all state and district-wide assessment programs, including assessments described in the Elementary and Secondary Education Act of 1965, with appropriate accommodations, modifications and alternate assessments where necessary, and as indicated in their respective individualized education programs.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-004.05**



## **SPECIAL EDUCATION**

### **Participation in State and District-wide Assessments**

- A. In the case of a district-wide assessment, Emerson-Hubbard Public Schools shall develop guidelines for the provision of appropriate accommodations and modifications.
- B. In the case of a district-wide assessment, the school district shall develop and implement guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments with accommodations or modifications as indicated in their respective individualized education programs. The guidelines shall provide for alternate assessments that:
  - 1. Are aligned with the Nebraska Department of Education's challenging academic content standards and challenging student academic achievement standards; and
  - 2. If the Nebraska Department of Education has adopted alternate academic achievement standards permitted under the regulations promulgated to carry out the Elementary and Secondary Education Act of 1965, measure the achievement of children with disabilities against those standards.
- C. Emerson-Hubbard Public Schools will make available to the public, and report to the public with the same frequency and in the same detail as they report on the assessment of nondisabled children, the following:
  - 1. The number of children with disabilities participating in regular assessments and the number of those children who were provided accommodations in order to participate in those assessments.
  - 2. The number of children with disabilities participating in alternate assessments.
  - 3. The performance results of children with disabilities on regular assessments and on alternate assessments if the number of children with disabilities participating is sufficient to yield statistically reliable information and reporting that information will not reveal personally identifiable information about an individual student, compared with the achievement of all children, including children with disabilities on those assessments.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation CFR 300,  
Nebraska Statutes 79-1110 to  
79-1178; 92 NAC 51-004.05A**

## **SPECIAL EDUCATION**

### **Least Restrictive Environment**

To the maximum extent appropriate, students with disabilities, including students in public or nonpublic schools or other care facilities, will be educated with students who are not disabled; and special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

**Date of Adoption (or Last Revision):**

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-008.01**

## **SPECIAL EDUCATION**

### **Least Restrictive Environment (LRE) Requirements**

1. Before any action is taken with respect to the initial placement of a student with disabilities, Emerson-Hubbard Public Schools shall provide a comprehensive individual multidisciplinary evaluation of the student's development and educational needs. For infants and toddlers, early intervention services may begin prior to completion of a full and individual initial evaluation.
2. In interpreting the information on the student's IEP or IFSP to make placement decisions, Emerson-Hubbard Public Schools shall:
  - a. Draw upon the information from the student's present level of development or educational performance, physical condition, social or cultural background and adaptive behavior;
  - b. Insure that information obtained from all of these sources is documented and carefully considered.
  - c. Insure that the placement decision is made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options; and
  - d. Insure that the placement decision is made in conformity with the least restrictive environment requirements in this section and based on the student's unique needs and not on the student's disability.
3. Emerson-Hubbard Public Schools shall assure an array of special education placement options are available. Those options shall include: instruction in regular classes; supplemental services such as resource room; itinerant instruction or consultative services to be provided in conjunction with regular class placement; special classes; special schools; home instruction and instruction in hospitals and institutions.
4. The need for related services of an instructional nature shall be documented on the IEP or IFSP present level of performance, goals, and objectives, and shall be based on documented diagnostic evidence. Determination of the need for a related service for a student with a verified disability does not require the additional verification of a secondary disability.
5. Emerson-Hubbard Public Schools shall insure that the parents of a child with a disability are members of any group that makes decisions on the educational placement of their child.
  - a. If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the district shall use other methods to insure their participation, including individual or conference telephone calls, or video conferencing.

- b. A placement decision may be made by a group without the involvement of the parents, if the district is unable to obtain the parents' participation in the decision. In this case, the district must have a record of its attempt to insure their involvement.
  - c. Emerson-Hubbard Public Schools shall make reasonable efforts to insure that the parents understand, and are able to participate in any group discussions relating to the educational placement of their child, including arranging for an interpreter for parents with deafness, or whose native language is other than English.
- 6. Emerson-Hubbard Public Schools shall insure that the educational placement of a student with a verified disability:
  - a. Is determined at least annually;
  - b. Is based on his or her IEP; and
  - c. Is as close as possible to the student's home.
- 7. The various array of placement options must be available to the extent necessary to implement the IEP for each child with a verified disability;
- 8. Unless a student's IEP or IFSP requires some other arrangement, the student must be educated in the school which he or she would attend if not disabled.
- 9. In selecting the least restrictive environment, consideration must be given to any potential harmful effect on the child or others and the quality of services which he or she needs. A child with a disability must not be removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
- 10. Emerson-Hubbard Public Schools will take steps to provide nonacademic and extracurricular services and activities, including meals and recess periods, in the manner necessary to afford each school-age student with a verified disability an equal opportunity for participation in those services and activities with students who are not disabled to the maximum extent appropriate to meet the needs of each child. Nonacademic and extracurricular services and activities may include counseling services, athletics transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the school district and assistance in making outside employment available.

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**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-008.01**

## **SPECIAL EDUCATION**

### **Placement Requirements**

Emerson-Hubbard Public Schools may place a child with verified disabilities in special education programs provided:

1. Written consent to initially place the student in the proposed program is obtained from the parent; or
2. An order to place the student in the proposed program is obtained from a Department of Education appointed hearing officer or court of competent jurisdiction.

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-008.02**

## **SPECIAL EDUCATION**

### **Children in Nonpublic Schools**

Children with disabilities in nonpublic schools and facilities are provided special education and related services in accordance with an Individualized Education Program (IEP), at no cost to their parents, if the child is placed in, or referred to, nonpublic schools or facilities by Emerson-Hubbard Public Schools as a means of carrying out the requirements of the Individuals with Disabilities Education Act (IDEA) or any other applicable law requiring the provision of special education and related services to all children with disabilities. Children served by nonpublic schools or facilities as a result of a referral by the Emerson-Hubbard Public Schools will have all the rights they would have if served by the Emerson-Hubbard Public Schools.

Emerson-Hubbard Public Schools is not required to pay for the cost of education, including special education and related services, of a child with a disability at a nonpublic school or facility if Emerson-Hubbard Public Schools made a free appropriate public education available to the child and the parents elected to place the child in such nonpublic school or facility.

If the parents of a child with a disability, who previously received special education and related services under the authority of the Emerson-Hubbard Public Schools, enroll the child in a nonpublic elementary or secondary school without the consent of or referral by the Emerson-Hubbard Public Schools, a court or a hearing officer may require the Emerson-Hubbard Public Schools to reimburse the parents for the cost of the enrollment if the court or hearing officer finds that the Emerson-Hubbard Public Schools had not made available a free appropriate public education to the child in a timely manner prior to that enrollment.

The cost of the reimbursement may be reduced or denied if at the most recent IEP meeting that the parents attended prior to the removal of the child from the Emerson-Hubbard Public Schools, the parents did not inform the IEP team that they were rejecting the placement proposed by the district to provide a free appropriate public education to their child, including stating their concerns and their intent to enroll their child in a nonpublic school at public expense; or 10 business days (including any holidays that occur on a business day), prior to the removal of the child from the school district, the parents did not give written notice to the Emerson-Hubbard Public Schools of the information required above. The cost of reimbursement will not be reduced or denied for failure to provide the information required if the parent is illiterate and cannot write in English, if compliance with the requirement would likely result in physical or serious emotional harm to the child, if the school prevented the parent from providing the information or if the parents had not received required notice of the parents' responsibility to provide notice to the Emerson-Hubbard Public Schools.

## **SPECIAL EDUCATION**

### **Children in Nonpublic Schools (Continued)**

The reimbursement may also be reduced or denied if prior to the parents' removal of the child from Emerson-Hubbard Public Schools, the school district informed the parents, through the required notice of its intent to evaluate the child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the child available for the evaluation.

The reimbursement may also be reduced or denied upon a judicial finding of unreasonableness with respect to actions taken by the parents.

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**December 13, 2010**

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-015.01**

**SPECIAL EDUCATION**

**Students Placed in or Referred to a Nonpublic School or Facility by the District as a Means of Providing Special Education and Related Services**

1. Emerson-Hubbard Public Schools shall insure that a child with a disability who is placed in or referred to a nonpublic school or facility by the district:
  - a. Is provided special education and related services in conformance with an Individualized Education Plan (IEP) at no cost to the parents;
  - b. Is provided an education that meets the standards, including the requirements of this section, that apply to education provided by Emerson-Hubbard Public Schools; and
  - c. Has all of the rights of a child with a disability who is served by the Emerson-Hubbard Public Schools.
2. Emerson-Hubbard Public Schools shall disseminate copies of applicable standards to each nonpublic school and facility to which the district has referred or placed a child with a disability.
3. Special education programs and support services may be provided by contracting with another school district, approved cooperative, or with a Department of Education provisionally-approved service provider. Responsibility for compliance with state and federal regulations for programs for children with disabilities remain with the Emerson-Hubbard Public Schools.
4. Emerson-Hubbard Public Schools shall be responsible for the development and maintenance of the IEP and the participation in all IEP meetings and shall assure that IEP meetings are arranged with the contracted program and the parents.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-015.01**



## **SPECIAL EDUCATION**

### **Students Placed in a Nonpublic School by Parents if Free Appropriate Public Education (FAPE) is at Issue**

1. Emerson-Hubbard Public Schools will not pay for the cost of education, including special education and related services of a child with a disability at a nonpublic school or facility if Emerson-Hubbard Public Schools made free appropriate public education (FAPE) available to the child and the parents elected to place the child in a nonpublic school or facility. However, the school district shall include that child in the population whose needs are addressed consistent with this regulation.
2. Disagreements between a parent and the district regarding the availability of a program appropriate for the child, and the question of financial responsibility, are subject to the due process procedures.
  - a. If the parents of a child with a disability, who previously received special education and related services under the authority of the school district, enroll the child in a nonpublic preschool, elementary or secondary school without the consent or referral by the school district, a court or a hearing officer may require the school district to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the school district had not made a free appropriate public education available to the child in a timely manner prior to that enrollment and that the private placement is appropriate.
  - b. A parental placement may be found to be appropriate by a hearing officer or a court even if it does not meet the state standards that apply to education provided by the school district.
3. The cost of reimbursement described in section 2a above may be reduced or denied if:
  - a. At the most recent Individualized Education Program (IEP) meeting that the parents attended prior to removal of the child from the public school, the parents did not inform the IEP team that they were rejecting the placement proposed by the school district to provide a free appropriate public education to their child, including stating their concerns and their intent to enroll their child in a nonpublic school at public expense; or
  - b. At least 10 business days (including any holidays that occur on a business day), prior to the removal of the child from the public school, the parents did not give written notice to the school district of the information described in section 3a above, or

**SPECIAL EDUCATION**

**Students Placed in a Nonpublic School by Parents if Free Appropriate Public Education (FAPE) is at Issue (Continued)**

- c. Prior to the parents' removal of the child from the public school, the school district informed the parents, through notice requirements, of its intent to evaluate the child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the child available for such evaluation; or
  - d. Upon judicial finding of unreasonableness with respect to actions taken by the parents.
- 4. Notwithstanding the notice requirements of 3.a. and 3.b., the cost of reimbursement may not be reduced or denied for failure to provide the notice if: the parent is illiterate and cannot write in English; compliance with 3.a. and 3.b. would likely result in physical or serious emotional harm to the child; the school prevented the parent from providing such notice, or the parents had not received prior written notice, of the parents' responsibility to provide such notice to the Emerson-Hubbard Public Schools.

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-015.02A**

## **SPECIAL EDUCATION**

### **Children Enrolled in a Nonpublic School by Parents if Free Appropriate Public Education (FAPE) is not at Issue**

- A. “Nonpublic school children with disabilities,” for purposes of this regulation, means children with disabilities enrolled by their parents in nonpublic school or facilities other than children with disabilities covered under Regulation 6606.1.
1. Emerson-Hubbard Public Schools shall locate, identify, and evaluate all nonpublic school children with disabilities, including religious-school children residing in the jurisdiction of the school district. The activities undertaken to carry out this responsibility for nonpublic school children with disabilities must be comparable to activities undertaken for children with disabilities in public schools.
  2. Emerson-Hubbard Public Schools shall consult with appropriate representatives of nonpublic school children with disabilities on how to carry out the activities described in section 1.
  3. Services provided to nonpublic school children with disabilities may be provided on-site at a child’s nonpublic school, including a religious school, to the extent consistent with law.
- B. Emerson-Hubbard Public Schools may lease a classroom in a nonpublic school building. If properly drafted, the lease transforms the classroom into a public school classroom during the times covered by the lease. The Board of Education may offer the special education programs as enumerated in state and federal laws in a leased classroom in a nonpublic school building. It does not, however, have an unqualified legal duty to do so.
1. Emerson-Hubbard Public Schools may not use special education funds for classes that are organized separately on the basis of school enrollment or religion of the children if:
    - a. The classes are at the same site; and
    - b. The classes include children enrolled in public schools and children enrolled in nonpublic schools.
  2. Emerson-Hubbard Public Schools may not use special education funds to finance the existing level of instruction in a nonpublic school or to otherwise benefit the nonpublic school. The district will use the special education funds to meet the specific needs of children enrolled in nonpublic schools rather than the needs of a nonpublic school or the general needs of the children enrolled in a nonpublic school.
  3. Emerson-Hubbard Public Schools may use special education funds to make district personnel available in other than public facilities to the extent necessary to provide services designed for students enrolled in a nonpublic school and if those benefits are not normally provided by the nonpublic school.

**SPECIAL EDUCATION**

**Children Enrolled in a Nonpublic School by Parents if FAPE is not at Issue  
(Continued)**

4. Emerson-Hubbard Public Schools may use special education funds to pay for the services of an employee of the nonpublic school if the employee performs the services outside of his or her regular hours of duty; and the employee performs the services under the district's supervision and control.
5. Emerson-Hubbard Public Schools may place equipment and supplies in a nonpublic school for the period of time needed for the provision of special education and related services.
  - a. The district will insure that the equipment or supplies placed in a nonpublic school are used only for the purpose of providing special education and related services; and can be removed from the nonpublic school without remodeling the nonpublic school facilities.
  - b. The district will remove equipment or supplies from a nonpublic school if it is no longer needed for the purpose of providing special education and related services or if it is necessary to avoid use of the equipment or supplies for other than special education purposes.
  - c. Special education funds will not be used for repairs, minor remodeling or the construction of nonpublic school facilities.
  - d. The district will keep title to and exercise continuing administrative control of all property, equipment and supplies that the school district acquires with special education funds for the benefit of nonpublic school children with disabilities.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-015.03**

## **SPECIAL EDUCATION**

### **Procedural Safeguards**

Emerson-Hubbard Public Schools ensures that children with disabilities and their parents are afforded the procedural safeguards required in state and federal laws.

### **Confidentiality**

Emerson-Hubbard Public Schools complies with the requirements contained in state and federal laws relating to the confidentiality of records and information.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-009.01**

**Accessibility and Confidentiality of Records**

- A. Emerson-Hubbard Public Schools shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
  - 1. The principal of each school in the district shall assume responsibility of any personally identifiable information.
  - 2. All persons collecting or using personally identifiable information must receive training regarding the state's policies and procedures.
  - 3. The district shall maintain, for public inspection, a current listing of the names and positions of those employees within the district who may have access to personally identifiable information.
- B. The parents of a child with a disability or the child with a disability, if the child has attained 18 years of age (type and severity of the child's disability shall be taken into consideration), shall be afforded an opportunity to inspect and review all education records with respect to the identification, evaluation and educational placement of the child and the provision of a Free Appropriate Public Education (FAPE) to the child or the provision of early intervention services to infants and toddlers.
- C. Emerson-Hubbard Public Schools shall provide notice consistent with federal and state laws to ensure that parents of children with disabilities have the opportunity to participate in meetings for the purposes of identification, evaluation, educational placement and FAPE.
  - 1. A meeting does not include informal or unscheduled conversations involving district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision if those issues are not addressed in the child's IEP.
  - 2. A meeting does not include preparatory activities that district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.
- D. Emerson-Hubbard Public Schools shall permit parents to inspect and review any education records relating to their children which are collected, maintained or used by the district.
  - 1. Emerson-Hubbard Public Schools shall comply with such a request without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP) or hearing relating to the identification, evaluation or placement of the child, and in no case more than 45 days after the request has been made.
  - 2. The right to inspect and review education records includes:
    - a. The right to a response from the district to reasonable requests for explanation and interpretations of the records;

## **SPECIAL EDUCATION**

### **Accessibility and Confidentiality of Records (Continued)**

- b. The right to request that the district provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
  - c. The right to have a representative of the parent inspect and review the records.
- 3. Emerson-Hubbard Public Schools shall comply with such a request without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP) or hearing relating to the identification, evaluation or placement of the child, and in no case more than 45 days after the request has been made.
- 4. The right to inspect and review education records includes:
  - a. The right to a response from the district to reasonable requests for explanation and interpretations of the records;
  - b. The right to request that the district provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
  - c. The right to have a representative of the parent inspect and review the records.
- E. Emerson-Hubbard Public Schools shall keep a record of parties obtaining access to education records collected, maintained or used (except access by parents and authorized employees of the district), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
- F. If any education record includes information on more than one child, the parents of those children shall have the right to inspect and review only the information relating to their child or to be informed of that specific information.
- G. Emerson-Hubbard Public Schools shall provide parents, on request, a list of the types and locations of education records collected, maintained or used by the district.
- H. A parent who believes that information in education records collected, maintained, or used is inaccurate or misleading, or violates the privacy or other rights of the child, may request Emerson-Hubbard Public Schools to amend the information.
  - 1. The district shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
  - 2. The district shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.

## **SPECIAL EDUCATION**

### **Accessibility and Confidentiality of Records (Continued)**

3. If the district decides to refuse to amend the information in accordance with the request, it shall inform the parents of the refusal, and advise the parent of the right to a local administrative review to be conducted in accordance with federal and state laws.
- I. Parental consent must be obtained before personally identifiable information is disclosed to anyone other than officials of Emerson-Hubbard Public Schools collecting or using the information unless specifically not required in the Family Education Rights and Privacy Act and its implementing regulations, 34 CFR Part 99.
- J. Emerson-Hubbard Public Schools shall retain special education records for five (5) years after the completion of the activities for which special education funds were used.
  1. The district shall inform parents when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the child.
  2. The information which is no longer necessary to provide educational services to the child must be destroyed at the request of the parents. However, a permanent record of a student's name, address and phone number, his or her grades, attendance record, classes attended, grade level completed and year completed may be maintained without time limitation.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-009.01**



## **SPECIAL EDUCATION**

### **Procedural Timelines**

- A. For all students, except for infants and toddlers, each of the procedural steps necessary to provide a free appropriate public education shall be carried out within the specified time periods.
  - 1. Referral, notice to parents, parental consent, and multidisciplinary team evaluation shall be completed within the timelines provided in Regulation 6601.4.
  - 2. Upon completion of a multidisciplinary team verification decision, the district shall provide a reasonable notification and conduct an individual education program conference within 30 calendar days.
    - a. Parental consent for initial placement shall be requested within five school days of the IEP conference.
    - b. Special education placement shall be completed within five (5) school days of receipt of parental consent.
- B. For infants and toddlers, each of the procedural steps necessary to provide early intervention services shall be carried out within the specific time periods.
  - 1. A referral must be made by the district to the Services Coordination office within two working days of the district becoming aware of an infant or toddler who may be eligible for services.
  - 2. Notice of parents and parental consent shall be completed within a reasonable time period.
  - 3. A multidisciplinary team evaluation must be completed within 45 calendar days from the date of referral. In the event of exceptional circumstances that make it impossible to complete the evaluation within 45 days, the district will document those circumstances, inform the parent of the time estimated by the district to complete the evaluation and develop and implement an interim IFSP as necessary.
  - 4. Upon completion of a multidisciplinary team verification decision and within 45 days of the referral, the district will participate in an individual family service plan conference.
  - 5. Special education placement shall be completed within five school days of receipt of parental consent.

**Date Regulation Reviewed by the Board of Education:**  
**Legal Reference:**

**December 13, 2010**  
**Federal Regulation 34 CFR**  
**300; Nebraska Statutes 79-1110**  
**to 79-1178; 92 NAC 51-009.02**

## **SPECIAL EDUCATION**

### **Prior Written Notice**

- A. Prior written notice shall be given to the parents of a child with a disability a reasonable time before Emerson-Hubbard Public Schools:
1. Proposes to initiate or change the identification, evaluation or educational placement of a child or the provision of a free appropriate public education.
  2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.
  3. Such prior written notice shall include:
    - a. A description of the action proposed or refused by the school district;
    - b. An explanation of why the district proposes or refuses to take the action;
    - c. A description of any options the district considered and the reasons why those options were rejected;
    - d. A description of each evaluation procedure, assessment, record or report the school district uses as a basis for the proposal or refusal;
    - e. A description of any other factors which are relevant to the district's proposal or refusal;
    - f. A statement that the parents of a child with a disability have protection under the procedural safeguards of federal and state law and if this notice is not an initial referral for evaluation, the means by which a copy or description of the procedural safeguards can be obtained;
    - g. Sources for parents to contact to obtain assistance in understanding the provisions of this part.
  4. This notice must be written in language understandable to the general public and provided in the native language of the parents or other mode of communication used by the parents unless it is clearly not feasible to do so.
  5. If the native language or other mode of communication of the parents is not a written language, the school district shall take steps to insure:
    - a. That the notice is translated orally or by other means to the parents in his or her native language or other mode of communication;
    - b. That the parents understand the content of the notice; and
    - c. That there is written evidence that the requirements of this section have been met.

**Date Regulation Reviewed by the Board of Education:**  
**Legal Reference:**

**December 13, 2010**  
**Federal Regulation 34 CFR**  
**300; Nebraska Statutes 79-1110**  
**to 79-1178; 92 NAC 51-009.03**

## **SPECIAL EDUCATION**

### **Procedural Safeguards Notice**

1. A copy of the procedural safeguards available to the parents of a child with a disability shall be given by the school district to the parents, only once per year, except that a copy shall also be given to the parents:
  - a. Upon initial referral or parental request for evaluation;
  - b. Upon request by a parent; and
  - c. Upon receipt by the school district of the first occurrence of the filing of a petition in a special education due process case.
2. The procedural safeguards notice shall include a full explanation of all of the procedural safeguards relating to:
  - a. Independent educational evaluation;
  - b. Prior written notice;
  - c. Parental consent;
  - d. Access to educational records;
  - e. Opportunity to file due process hearings;
  - f. The child's placement during pendency of due process proceedings;
  - g. Procedures for students subject to placement in an interim alternative educational setting;
  - h. Requirements for unilateral placement by parents of children in nonpublic schools at public expense;
  - i. Mediation;
  - j. Due process hearings, including requirements for disclosure of evaluation results and recommendations;
  - k. Civil actions, including the time period in which to file such actions;
  - l. Attorney's fees; and
  - m. The state complaint procedures including a description of how to file a complaint with the Nebraska Department of Education and the timelines under those procedures.
3. The notice of the procedural safeguards provided to the parent must be in writing in language understandable to the general public and provided in the native language of the parent.
4. The school district may place a current copy of the procedural safeguards notice on its Internet website if such website exists.
5. The school district may provide required notices to parents by an electronic mail (e-mail) communication if the parent elects to receive notices in such manner.
- 6.

**Date Regulation Reviewed by the Board of Education:**  
**Legal Reference:**

**December 13, 2010**  
**Federal Regulation 34 CFR**  
**300; Nebraska Statutes 79-1110**  
**to 79-1178; 92 NAC 51-009.04**

## **SPECIAL EDUCATION**

### **Informed Parental Consent**

- A. Informed parental consent must be obtained by Emerson-Hubbard Public Schools before:
  - 1. Conducting an initial multidisciplinary evaluation;
  - 2. Conducting a reevaluation; and
  - 3. Initial placement of a child with disabilities in a program providing special education and related services or early intervention services to infants and toddlers.
- B. Parental consent for evaluation shall not be construed as consent for initial placement described in federal and state laws.
- C. Parental consent is not required before:
  - 1. Reviewing existing data as part of an evaluation or reevaluation; or
  - 2. Administering a test or other evaluation that is administered to all children, unless before administration of that test or evaluation, consent is required of parents of all children.
- D. Informed parental consent need not be obtained for reevaluation if the school district can demonstrate it has taken reasonable measures to obtain that consent and the child's parent has failed to respond.
- E. Emerson-Hubbard Public Schools may not use a parent's refusal to consent to one service or activity under federal and state laws to deny the parent or child any other service, benefit or activity of the school district, except as required by federal and state law.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-009.05**

## **SPECIAL EDUCATION**

### **Parental Refusal to Consent**

If the parent does not provide consent for an initial evaluation or the parent fails to respond to a request to provide the consent, the school district will follow the procedures set forth in Regulation 6601.2.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-009.06**

## **SPECIAL EDUCATION**

### **Appointment of Surrogates**

1. Emerson-Hubbard Public Schools shall insure that the rights of a student with a disability are protected if:
  - a. No parent can be identified;
  - b. The district, after reasonable efforts, cannot locate the parents;
  - c. The child is an unaccompanied homeless youth; or
  - d. The student is a ward of the state or court.
2. The duty of the district includes the assignment of an individual to act as a surrogate for the parents. This must include a method for determining whether a child needs a surrogate parent and for assigning a surrogate parent to the child.
3. The school district may select a surrogate parent in any way permitted under state law and the district shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 calendar days after there is a determination that the child needs a surrogate.
4. In order to qualify, a surrogate parent must be a person who:
  - a. Has no interest that conflicts with the interest of the student he or she represents;
  - b. Has knowledge and skills that insure adequate representation of the student;
  - c. Is not an employee of any public agency which is involved in the education or care of the student. A person who otherwise qualifies to be a surrogate parent is not an employee of the agency solely because he or she is paid by the agency to serve as a surrogate parent;
  - d. For infants and toddlers, a person assigned as a surrogate parent may not be an employee of any state agency or a person, or an employee of a person, providing early intervention services to the child or to a family member of the child. A person who otherwise qualifies to be a surrogate parent is not any employee solely because he or she is paid by a public agency to serve as a surrogate parent.
5. The surrogate parent may represent the student in all matters relating to:
  - a. The identification, evaluation and educational placement of a student; and
  - b. The provision of a free appropriate education to the student.
  - c. For infants and toddlers, in all matters related to:
    - 1) The evaluation and assessment of the child;
    - 2) Development and implementation of the child's Individualized Family Service Plans (IFSPs) including annual evaluations and periodic review;
    - 3) The ongoing provision of early intervention services to the child; and
    - 4) Any other rights established federal and state laws.

## **SPECIAL EDUCATION**

### **Appointment of Surrogates (Continued)**

6. The services of the surrogate parent shall be terminated when:
  - a. The student is no longer eligible for a surrogate parent;
  - b. A conflict of interest develops between the interest of the student and the interest of the surrogate parent; or
  - c. The surrogate parent fails to fulfill his or her duties as a surrogate parent.
7. Issues arising from the selection, appointment, or removal of a surrogate parent shall be resolved through hearings established under federal and state laws.
8. The surrogate parent and Emerson-Hubbard Public Schools shall not be liable in civil actions for damage for acts of the surrogate parent unless such acts constitute willful and wanton misconduct.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-009.08**

## **SPECIAL EDUCATION**

### **Complaint Procedures**

A complaint regarding alleged violation of requirements set forth in the Nebraska Department of Education Special Education Rules may be submitted in writing to the Department of Education, Special Education Office. The Emerson-Hubbard Public Schools will comply with the requirements of the complaint process.

**Date Regulation Reviewed by the Board of Education:**

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**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51: 009.09**



## **SPECIAL EDUCATION**

### **Mediation Procedures**

The following procedures have been established and will be implemented to allow the resolution of certain disputes through a mediation process:

#### **A. Applicable Disputes**

These procedures apply to the following types of disputes: Complaints with respect to any matter relating to the identification, evaluation or educational placement of a child or the provision of a free appropriate public education to a child, under the Individuals with Disabilities Education Act, including matters arising prior to the filing of a due process hearing. The procedures shall be available whenever a hearing concerning such a complaint has been requested in accordance with Nebraska Department of Education Rule 55.

#### **B. Mediation Process**

1. The mediation process:
  - a. Shall be voluntary on the part of the parties;
  - b. Will not be used to deny or delay a parent's right to a due process hearing or any other rights under IDEA. The parties may, however, voluntarily agree to extend the time for a due process hearing and, if the dispute is resolved through mediation, may voluntarily agree to a resolution of the complaint without further hearing; and
  - c. Is to be conducted by a qualified and impartial mediator trained in effective mediation techniques.
2. Where an applicable dispute exists, Emerson-Hubbard Public Schools may offer parents that choose not to use the mediation process an opportunity to meet, at a time and location convenient to the parents, with a disinterested party who is under contract with an appropriate alternative dispute resolution entity. The disinterested party would encourage the use, and explain the benefits, of the mediation process to the parents.
3. The mediators who may be used include such mediators as are on the list of qualified mediators maintained by the Nebraska Department of Education. In the absence of such a list, the mediators shall include individuals approved by the Superintendent who may require that the mediator have appropriate special education mediation training.

**SPECIAL EDUCATION**

**Mediation Procedures (Continued)**

4. The cost of the mediation is to be paid by the state. In the absence of an agreement from the state to pay for any particular mediation process, the parties to the mediation process shall mutually agree to a division of the cost of mediation in advance.
5. The mediator will be expected to schedule the sessions in a timely manner and at convenient locations.
6. In the case that a resolution is reached to resolve the complaint through the mediation process, the parties shall execute a legally binding agreement that sets forth such resolution and that:
  - a. states that all discussions that occurred during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding;
  - b. is signed by both the parent and a representative of the agency who has the authority to bind such agency; and
  - c. is enforceable in any state court of competent jurisdiction or in a district court of the United States.
7. Discussions that occur during the mediation process are to be confidential. Such discussions may not be used as evidence in any subsequent due process hearings or civil proceedings.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51: 009.10**

## **SPECIAL EDUCATION**

### **Resolution Meeting Procedures**

- A. Whenever a due process complaint has been filed under Nebraska Department of Education Rule 55, the school district shall convene a meeting with the parents and the relevant member or members of the IEP Team who have specific knowledge about the facts identified in the complaint.
  - 1. The meeting must occur within 15 days of receiving notice of the parents' complaint;
  - 2. The meeting shall include a representative of the school district who has decision-making authority;
  - 3. The meeting may not include an attorney of the school district unless the parent is accompanied by an attorney;
  - 4. At the meeting the parents of the child shall discuss their complaint, and the facts that form the basis of the complaint, and the school district is provided the opportunity to resolve the complaint, unless the parents and the school district agree in writing to waive such meeting, or agree to use the mediation process.
- B. If the school district has not resolved the complaint to the satisfaction of the parents within 30 days of the receipt of the complaint, the due process hearing may occur, and all of the applicable timelines for a due process hearing shall commence.
- C. In the case that a resolution is reached to resolve the complaint at the meeting, the parties shall execute a legally binding agreement that:
  - 1. is signed by both the parent and a representative of the school district or approved cooperative who has the authority to bind such agency; and
  - 2. is enforceable in any State court of competent jurisdiction or in a district court of the United States.
  - 3. allows either party to void such agreement within three business days of the agreement's execution.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51:009.11**

## **SPECIAL EDUCATION**

### **Due Process Hearings**

- A. A parent or Emerson-Hubbard Public Schools may initiate a hearing on any of the matters described in federal and state laws relating to the identification, evaluation or educational placement of the child with a disability or the provision of a free appropriate public education (FAPE) to the child by filing a petition pursuant to federal and state laws.
- B. When a hearing is initiated, the Emerson-Hubbard Public Schools will inform the parents of the availability of mediation described in federal and state laws.
- C. Emerson-Hubbard Public Schools will inform the parent of any free or low-cost legal and other relevant services available in the area if the parent requests the information or if the parent or Emerson-Hubbard Public Schools initiates a hearing.
- D. Any party to a due process hearing has the right to be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51:009.13**

## **SPECIAL EDUCATION**

### **Transportation**

Emerson-Hubbard Public Schools ensures that transportation will be provided to any special education student who qualifies for special education transportation under federal and state special education laws.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 510-014.01**

## **SPECIAL EDUCATION**

### **Responsibility for Transportation**

- A. Emerson-Hubbard Public Schools shall provide school transportation for a child with a disability who is a resident of the school district and:
  - 1. who is forced to leave the school district temporarily because of lack of educational services;
  - 2. who is enrolled in a special education program of the district and either:
    - a. the child is required to attend a facility other than what would be the normal school of attendance of the child to receive appropriate special education services; or
    - b. the nature of the child's disability is such that special education transportation is required.
  - 3. who is younger than age five, including such children who are wards of the court.
- B. Emerson-Hubbard Public Schools shall not provide for the transportation expenses of children with a disability who are residents of the school district if such children are able to use regular transportation services provided by the district unless:
  - 1. Alteration of the routes of such regular transportation is required to transport children with a disability; or
  - 2. Alteration is required of the equipment or vehicles used in such regular transportation in order to accommodate children with a disability.
- C. For students with disabilities participating in the Option Enrollment Program, the transportation services included on the student's IEP shall be provided by the district from which the student optioned.
- D. Emerson-Hubbard Public Schools shall not be relieved of the obligation to provide transportation for an eligible child with a disability because of the inability or unwillingness of the child's parents to provide transportation. No eligible child with a disability will be denied or have limitations placed on the child's receipt of special education services required by an IEP or IFSP as a result of the inability or unwillingness of parents to provide transportation.
- E. Emerson-Hubbard Public Schools shall select an efficient and effective means of transportation for the child with a disability at a reasonable cost. The district shall provide the required transportation by one of the following means:

**SPECIAL EDUCATION**

**Responsibility for Transportation (Continued)**

1. Paying a parent for transporting his or her child for actual miles traveled and claimed:
  - a. transportation expense reimbursement shall be equal to the statutory amount for each mile or fraction thereof actually traveled between the place of residence and the program of attendance;
  - b. reimbursement for the transportation expenses of children with a disability transported by the parents of such children shall be made upon receipt of claims submitted by such parents to the Board of Education. Such claims shall be documented and subject to audit. The claims shall: state the names of the children transported, the dates they were transported, the mileage incurred in such transportation; and contain a statement that the claim is a true and correct report of mileage; and bear the signature of the parent;
  - c. Except when a parent is transporting only his or her child, Emerson-Hubbard Public Schools requires that the driver and vehicle meet the transportation standards of federal and state laws;
2. Operating vehicles for the purpose of transporting children with disabilities;
3. Contracting for transportation services for children with disabilities;
4. Purchasing services from a common carrier; or
5. Arranging for such other transportation as is proper and necessary to transport children with disabilities.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-014.01;  
92 NAC 91 and 92.**

## **SPECIAL EDUCATION**

### **Transportation: Nonpublic School Students**

- A. If necessary for the child to benefit from or participate in special education services, a nonpublic school child with a disability must be provided transportation:
  - 1. From the child's school or the child's home to a site other than the nonpublic school; and
  - 2. From the service site to the nonpublic school, or to the child's home, depending on the timing of the services.
- B. Emerson-Hubbard Public Schools is not required to provide transportation from the child's home to the nonpublic school.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-015.05A**



## **SPECIAL EDUCATION**

### **Personnel Standards**

Emerson-Hubbard Public Schools ensures that all personnel necessary to carry out the requirements of the Individuals with Disabilities Act are appropriately and adequately prepared to provide special education and related services to children with disabilities.

**Date of Adoption (or Last Revision):**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-010.01**

## **SPECIAL EDUCATION**

### **Special Education Personnel Development**

The director of special education will develop a comprehensive system of personnel development which shall include:

1. Inservice training of general and special education instructional and support personnel;
2. Procedures to assure that all personnel necessary to discharge the purposes of this policy are properly endorsed and adequately trained;
3. Special and general educators, parents and other education personnel shall have input into the district and individual building plans which assess the inservice and professional development needs of staff in the provision of educational services for students with disabilities; and
4. The director of special education and building principals shall be responsible for acquiring and disseminating to personnel significant “best and promising practices” information derived from district strategic planning, study groups, educational research and demonstration projects and best educational practices and materials developed through such planning.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-1110  
to 79-1178; 92 NAC 51-010.07**

## **SPECIAL EDUCATION**

### **Discipline Action for Special Education Students**

Disciplinary actions of students shall be taken in accordance with federal and state laws relating to students with disabilities. Emerson-Hubbard Public Schools will report data on disciplinary actions to the Nebraska Department of Education as required by state law.

**Date of Adoption (or Last Revision):**

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**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-259  
and 79-1110 to 79-1178;  
92 NAC 51-004.06 and 16**

## **SPECIAL EDUCATION**

### **Discipline Actions for Special Education Students**

#### **Violation of Rules for Student Conduct**

Special education students may be suspended for violation of student conduct rules to the same extent as other students, subject to the limitations and procedures imposed by federal and state laws and regulations. The limitations and procedures vary depending on the length of the suspension in question, the nature of other suspensions of the student during the school year and the student's conduct or rule violation. School personnel may consider any unique circumstances on a case-by-case basis when determining whether to change the placement of a child with a disability who violates a code of student conduct.

#### **A. Suspensions of Less than 10 Consecutive School Days**

- 1. When the student has not been suspended for 10 days or more during the school year and this suspension will not cause the student to be suspended for more than 10 days during the school year.**

**Regular Procedures.** A special education student may be suspended from school for 10 consecutive school days or less under the same procedures as students without disabilities. For suspensions of one to five school days, the process for short-term suspensions shall be followed. For suspensions of six to 10 school days, the process for long-term suspensions shall be followed. The length of the suspension should be the same as it would be if the student were not in special education.

**Inform IEP Manager.** The building principal or designee should inform the student's IEP manager of the suspension.

**Services During Suspension.** Services do not need to be provided to a special education student who is suspended for less than 10 consecutive school days and who has not been suspended for more than 10 days during the school year, except to the extent services would be provided to a student without disabilities.

- 2. When the student has been suspended for more than 10 days during the school year or this suspension will cause the student to be suspended for more than 10 days during the school year.**

**Regular Procedures.** The regular procedures for a short-term or long-term suspension, as appropriate, shall be followed.

**Inform IEP Manager.** The building principal or designee should inform the student's IEP manager of the suspension.

## SPECIAL EDUCATION

### Discipline Actions for Special Education Students (Continued)

**Determine if a Change in Placement will Occur because of the Suspension.** The principal or the principal's designee and the IEP manager shall make a determination of whether a "change of placement" has or will occur as a result of the suspension. The regulations set out the following standard for this purpose: "The child is subjected to a series of removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of factors such as the length of each removal, the total amount of time the child is removed and the proximity of the removals to one another." The IEP manager is encouraged to have this determination made by the IEP team if reasonably possible considering the length of the suspension and scheduling concerns.

- a. **If it has been determined that the suspension will not cause a change in placement.**

**IEP Meeting to Develop FBA Plan and Develop or Review and Modify BIP (Optional).** The IEP team may convene an IEP team meeting if determined appropriate to conduct a functional behavioral assessment (FBA) or develop or modify a behavioral intervention plan (BIP).

**Services During Suspension.** Services do not need to be provided to a special education student who is suspended for less than 10 consecutive school days even if the student has been suspended for more than 10 days during the school year, except to the extent services are necessary to provide the student a free appropriate public education and to the extent services would be provided to a student without disabilities. The school representative making the decision of what if any services to provide during the suspension shall consult with at least one of the student's teachers.

- b. **If it has been determined that the suspension will cause a change in placement.**

The procedures for a change of placement as provided in Section D are to be followed when the suspension will cause a change in placement.

### **B. Expulsions or Suspensions of More than 10 Consecutive School Days**

**Regular Procedures.** The regular process for long-term suspensions or expulsions will be followed. The length of the long-term suspension or expulsion should be the same as it would be if the student were not in special education. The building principal or designee should immediately notify the student's IEP team member of the decision to recommend the long-term suspension or expulsion.

**Additional Procedures.** The procedures for a change of placement as provided in Section D are to be followed for long-term suspensions of more than 10 consecutive school days or expulsions.

## **SPECIAL EDUCATION**

### **Discipline Actions for Special Education Students (Continued)**

#### **C. Suspension of 45 School Days (Weapon, Drugs or Serious Bodily Injury)**

A special education student may be placed in an interim alternative educational setting for 45 school days or less without regard to whether the student's conduct is determined to be a manifestation if the student does any of the following at school (which includes school grounds and vehicles owned, leased or contracted by the school and vehicles being driven for a school purpose by a school employee or designee) or a school function:

1. Carries or possesses a weapon (for this provision, "weapon" is defined as anything which may be used for, or is readily capable of, causing death or serious bodily injury, including a pocketknife with a blade of two and one-half inches in length or more); or
2. Knowingly possesses or, sells illegal drugs or sells or solicits the sale of a controlled substance (for this provision, an "illegal drug" means a controlled substance but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any provision of federal law and "controlled substance" means any Schedule I, II, III, IV or V substance).
3. Inflicts serious bodily injury (for this provision, a "serious bodily injury" means a bodily injury which involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or mental faculty and "bodily injury" means a cut, abrasion, bruise, burn or disfigurement; physical pain; illness; impairment of the function of a bodily member, organ or mental faculty; or any other injury to the body, no matter how temporary).

The following steps will apply:

**Regular Procedures.** The process for long-term suspensions or expulsions will be followed. The length of the placement in the alternative educational setting should be the same as it would be if the student were not in special education, subject to the 45-school-day limit if the conduct is a manifestation.

**Additional Procedures.** The procedures for a change of placement as provided in section D are to be followed when the interim alternative educational placement will be for a period longer than 10 school days or be for less than 10 school days and result in a change of placement. The exception is that the student shall be subject to being placed in the interim alternative educational setting for up to 45 school days, even if the student's conduct is determined to have been a manifestation.

## SPECIAL EDUCATION

### Discipline Actions for Special Education Students (Continued)

#### D. Change of Placement Procedures

**Inform IEP Manager.** The building principal or designee should inform the IEP manager when the student has been referred to the Office of Student Services for consideration of action which would be a change of placement, which includes any suspension of more than 10 days or an expulsion.

**Transmit Records.** The special education and disciplinary records of the student should be made available to the person(s) making the final determination regarding the disciplinary action.

**Notice of Decision and Safeguards.** The student's parents shall be notified of the decision to change the student's placement and be given the procedural safeguard notice. This notice should be given on or before the date the decision to make the change in placement is made.

**Manifestation Determination.** The school, the parent and relevant members of the IEP Team (as determined by the parent and the school) shall, within 10 school days of the decision to change placement as a result of a disciplinary suspension or expulsion, make a manifestation determination. The manifestation determination is not required to be made in an IEP team meeting; however, an IEP team shall be convened for this purpose unless it is not reasonably possible to do so. The manifestation determination is to be made based on a review of all relevant information in the student's file, including the student's IEP, any teacher observations and any relevant information provided by the parents. The student's conduct will be determined to be a manifestation if either:

1. the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or
2. the student's conduct was the direct result of the school district's failure to implement the IEP.

**If Conduct Not a Manifestation.** If it is determined that the conduct of the student was not a manifestation, the disciplinary suspension may be applied to the student in the same manner and for the same duration as would be applied to a student without a disability, except that the student shall be provided with such services so as to enable the student to participate in the general education curriculum, although in another setting, and to receive those services and modifications described in the student's current IEP that will enable the child to progress toward meeting the goals set out in the student's IEP. The IEP team shall determine the interim alternative educational setting for the student.

## **SPECIAL EDUCATION**

### **Discipline Actions for Special Education Students (Continued)**

**If Conduct a Manifestation.** If it is determined that the conduct of the student was a manifestation of the student's disability, the IEP team shall:

1. conduct an FBA and implement a behavioral intervention plan (BIP) for the student if a functional behavioral assessment (FBA) had not been conducted prior to the student engaging in the conduct for which the student is to be disciplined.
2. review the student's BIP and modify it as necessary to address the student's behavior if a BIP had been previously developed; and
3. return the child to the placement from which the student was removed, unless the parent and the school district agree to a change of placement as part of the modification of the behavioral intervention plan.

**Behavioral Services.** A student placed in an interim alternative educational setting for disciplinary reasons shall be provided, as appropriate, a functional behavior assessment and behavior intervention services and modifications that are designed to address the student's conduct so that it does not recur.

#### **E. Applicability of Regulation**

The procedures and requirements of this regulation are applicable to students who have been determined to be eligible for special education and related services and to students who assert the protections of this regulation or the law and regulations pertaining to the discipline of special education students if the district had knowledge that the student is a child with a disability before the behavior that precipitated the disciplinary action occurred.

The district may be deemed to have knowledge that the student is a child with a disability if, before the student engaged in the conduct that precipitated the disciplinary action:

1. the parent of the student has expressed concern in writing to supervisory or administrative personnel of the district or a teacher of the child that the student is in need of special education and related services;
2. the parent of the student has requested a special education evaluation; or
3. the teacher of the student, or other personnel of the district, has expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other supervisory personnel of the district.

Such knowledge will not be deemed to exist if the parent of the student has not allowed an evaluation of the student for purposes of special education eligibility or has refused special education services or the student has been evaluated and it was determined that the student is not a child with a disability for purposes of special education services.

If the school district does not have knowledge that the student is a child with a disability prior to taking disciplinary action, the student may be subjected to the same disciplinary measures as a student who engaged in comparable behaviors may be disciplined.



## **SPECIAL EDUCATION**

### **Discipline Actions for Special Education Students (Continued)**

If a request for an evaluation of the student is received during the time a student is suspended or expelled, the evaluation is to be conducted in an expedited manner. If the student is determined to be a child with a disability, the student shall be provided with special education and related services except that, pending the results of the evaluation, the student shall remain in the educational placement determined appropriate by the school authorities.

#### **F. Referral to and Action by Law Enforcement and Judicial Authorities**

The school may report a crime committed by a child with a disability to appropriate authorities and may not prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to crimes committed by a child with a disability. When a report is made of a child with a disability committing a crime, the school officials shall ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate law enforcement.

**Date Regulation Reviewed by the Board of Education:**

**December 13, 2010**

**Legal Reference:**

**Federal Regulation 34 CFR  
300; Nebraska Statutes 79-259  
and 79-1110 to 79-1178; NAC  
51-004.06 and 16**

## **Policy No. 6600 - Special Education**

### Instruction

[Name] Public 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.

#### 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: Wednesday, May 6, 2026



## **Policy No. 6121 - Curriculum Review Cycle**

### **Instruction**

The Board of Education and administration shall regularly review the curriculum to ensure that the curriculum remains reflective of the District's goals. The administration and Board shall develop a schedule to review the curriculum and involve board members, teaching staff, and other stakeholders when updating any components of the curriculum.

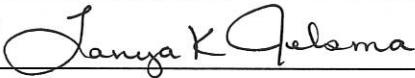
Date of Adoption:

**TRANSFER**  
**NEBRASKA ENROLLMENT OPTION PROGRAM**  
**\_\_2026-2027\_\_ SCHOOL YEAR**

**APPLICATION GUIDELINES:**

- Between September 1 and March 15, application is to be submitted to the Option School District.
- If after March 15, application **MUST** be accompanied by a **WRITTEN** release (waiver) from an authorized official of the Resident District or **Section 2** must be completed by the resident school district, unless the student relocated after February 1<sup>st</sup>.

**SECTION 1: TO BE COMPLETED BY THE PARENT, LEGAL GUARDIAN, OR STUDENT** (if an emancipated minor or age 19 or older) requesting a transfer to attend a school district other than the district of residence.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------|
| Student Name: (Last, First, M.I.)<br>Pruss, Jaxton D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |            |
| Student Birthdate: (mm/dd/yyyy)<br>3/12/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Sex: F ____ M ____ X ____                   |            |
| Parent/Guardian Name: (Last, First, M.I.)<br>Jelsma, Tanya                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |            |
| Mailing Address: Street/City/Zip Code<br>104 E. 14th Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |            |
| Residence Address: Street/City/Zip Code (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |            |
| Telephone Number: (home/work/mobile – circle one)<br>402.922.1878 Mobile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Email:<br>tajustin77@gmail.com              |            |
| Expected Grade Level at Time of Enrollment: K <u>1</u> 2 3 4 5 6 7 8 9 10 11 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |            |
| <b>Please check YES or NO to the questions below:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             | <b>YES</b> |
| Does the student require Special Education Services?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             | <b>NO</b>  |
| · If Yes, does the student have an Individualized Education Program (IEP)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             | X          |
| Is the student a sibling of a current Option student?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             | X          |
| Has the student attended the Option District for the immediately preceding 2 years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             | X          |
| Does the student qualify for free or reduced price lunches?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             | X          |
| Did the student relocate after February 1?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             | X          |
| Resident District Name:<br>Wakefield Community Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Building Currently Attending:<br>Elementary |            |
| Option District Name:<br>Emerson Hubbard Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Building Preference:<br>Elementary          |            |
| My signature below acknowledges that I am the person with legal or actual charge or control of the above-listed student, I am completing this Application for Student Transfer pursuant to Sections 79-232 through 79-246 R.R.S., understand enrollment option is available only once to each student prior to graduation unless the option meets one of the exclusion criteria (see note on instructions), and have read the related materials provided on the Department of Education's Enrollment Option Program website at <a href="https://www.education.ne.gov/fos/enrollment-option-application-instructions-faqs/">https://www.education.ne.gov/fos/enrollment-option-application-instructions-faqs/</a> |                                             |            |
| Signature of Parent:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date: 10-7-2026                             |            |

**SECTION 2: TO BE COMPLETED BY THE RESIDENT SCHOOL DISTRICT** (only if this application is submitted by the parent, legal guardian or student after the March 15 deadline, and the student has not relocated after February 1<sup>st</sup>). **If the student is currently in an option then the option district would be responsible for completing this section.**

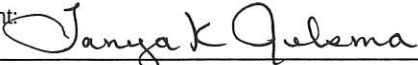




**TRANSFER****NEBRASKA ENROLLMENT OPTION PROGRAM****2026-2027 SCHOOL YEAR****APPLICATION GUIDELINES:**

- Between September 1 and March 15, application is to be submitted to the Option School District.
- If after March 15, application **MUST** be accompanied by a **WRITTEN** release (waiver) from an authorized official of the Resident District or **Section 2** must be completed by the resident school district, unless the student relocated after February 1<sup>st</sup>.

**SECTION 1: TO BE COMPLETED BY THE PARENT, LEGAL GUARDIAN, OR STUDENT** (if an emancipated minor or age 19 or older) requesting a transfer to attend a school district other than the district of residence.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------|
| Student Name: (Last, First, M.I.)<br>Jelsma, Everlee E. R.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                       |            |
| Student Birthdate: (mm/dd/yyyy)<br>12/16/2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Sex: F <input type="checkbox"/> X <input type="checkbox"/> M <input type="checkbox"/> |            |
| Parent/Guardian Name: (Last, First, M.I.)<br>Jelsma, Tanya                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                       |            |
| Mailing Address: Street/City/Zip Code<br>104 E. 14th Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                       |            |
| Residence Address: Street/City/Zip Code (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       |            |
| Telephone Number: (home/work/mobile – circle one)<br>402.922.1878 Mobile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Email:<br>tajustin77@gmail.com                                                        |            |
| Expected Grade Level at Time of Enrollment: K 1 2 3 4 5 <u>6</u> 7 8 9 10 11 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       |            |
| <b>Please check YES or NO to the questions below:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       | <b>YES</b> |
| Does the student require Special Education Services?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                       | <b>NO</b>  |
| · If Yes, does the student have an Individualized Education Program (IEP)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                       | X          |
| Is the student a sibling of a current Option student?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       | X          |
| Has the student attended the Option District for the immediately preceding 2 years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                       | X          |
| Does the student qualify for free or reduced price lunches?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                       | X          |
| Did the student relocate after February 1?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                       | X          |
| Resident District Name:<br>Wakefield Community Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Building Currently Attending:<br>Elementary                                           |            |
| Option District Name:<br>Emerson Hubbard Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Building Preference:<br>Middle School                                                 |            |
| My signature below acknowledges that I am the person with legal or actual charge or control of the above-listed student, I am completing this Application for Student Transfer pursuant to Sections 79-232 through 79-246 R.R.S., understand enrollment option is available only once to each student prior to graduation unless the option meets one of the exclusion criteria (see note on instructions), and have read the related materials provided on the Department of Education's Enrollment Option Program website at <a href="https://www.education.ne.gov/fos/enrollment-option-application-instructions-faqs/">https://www.education.ne.gov/fos/enrollment-option-application-instructions-faqs/</a> |                                                                                       |            |
| Signature of Parent:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date: 10-7-2026                                                                       |            |

**SECTION 2: TO BE COMPLETED BY THE RESIDENT SCHOOL DISTRICT** (only if this application is submitted by the parent, legal guardian or student after the March 15 deadline, and the student has not relocated after February 1<sup>st</sup>). **If the student is currently in an option then the option district would be responsible for completing this section.**

|                                                                              |  |                                                      |
|------------------------------------------------------------------------------|--|------------------------------------------------------|
| The Resident School District:<br>Waives the March 15 <sup>th</sup> deadline. |  | Does not waive the deadline date. Reason (required): |
| Name and Title of Authorized Official: <i>Dr. TJ DeTurk</i>                  |  |                                                      |
| Signature: <i>[Signature]</i>                                                |  | Date: <i>10-8-26</i>                                 |

Enrollment Application and Instructions - Page 1 of 4

**SECTION 3: TO BE COMPLETED BY THE OPTION SCHOOL DISTRICT.** Whether approved or denied, send photocopies to the Applicant and the Resident District.

|                                                                                                          |                                                          |                                    |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------|
| OPTION SCHOOL DISTRICT NAME:                                                                             |                                                          |                                    |
| Date this Application Received:                                                                          |                                                          |                                    |
| County:                                                                                                  | County-District Number:                                  | Phone Number:                      |
| The Option School District:<br>Approves this application                                                 | Denies this application<br>Reason for Denial (required): |                                    |
| If district approves this application, date student will begin attending Option District: ____/____/____ |                                                          |                                    |
| Name and Title of Authorized Official:                                                                   |                                                          |                                    |
| Signature:                                                                                               |                                                          | Date Application Accepted/Rejected |

### CHANGE OF STATUS

To be completed by an authorized official of the Option District (or parent) when the Option student quits the option, withdraws the application prior to attending or if the Option student's Resident District changes for any reason and the student continues attending the Option District (original resident). **Send photocopies to the Applicant and the Resident District.**

|                                                                    |                                                                                                          |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| The Status of This Student is Changed for the Following Reason(s): |                                                                                                          |
| <input type="checkbox"/>                                           | Withdrawal of the application prior to attending the present school year.                                |
| <input type="checkbox"/>                                           | Cancellation of Enrollment Option during the present school year (Both Superintendents must sign below). |
| <input type="checkbox"/>                                           | Has completed the grades offered in the Option District.                                                 |
| <input type="checkbox"/>                                           | Attending High School in a district which is affiliated with the resident District.                      |
| <input type="checkbox"/>                                           | Discontinuation of school attendance (moved away, deceased, etc.).                                       |
| <input type="checkbox"/>                                           | Other (Specify):                                                                                         |
| Date Change of Status:                                             |                                                                                                          |
| New Mailing Address:                                               |                                                                                                          |
| City:                                                              | Zip Code:                                                                                                |
| Telephone Number: (home/work/mobile – circle one)                  |                                                                                                          |





**EMERSON-HUBBARD  
MENTAL HEALTH TEAM**

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# ROLES:

## PEER SUPPORT

Jordan Rochester

## SCHOOL COUNSELOR

Sandy Ahlers

## CLINICAL COUNSELOR

Bree Kaufman

## SCHOOL PSYCHOLOGIST

Amber Kilburn

**ONE TEAM. DIFFERENT EXPERTISE. SHARED GOAL.**

# WHY SO MANY ROLES?

## TO MEET THE GROWING NEED OF MENTAL HEALTH SERVICES IN CHILDREN AND ADOLESCENTS



**1 in 4 girls and 1 in 6 boys**  
experience sexual abuse or  
assault before turning 18



**Estimated 10% of children**  
born with prenatal drug or  
alcohol exposure



**1 in 5 children**  
have experienced three or  
more Adverse Childhood  
Experiences (ACEs). Point to  
abuse, neglect, & household  
dysfunction.

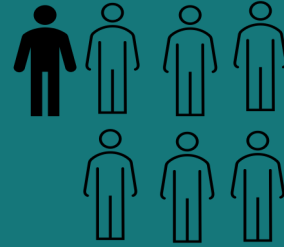


# WHY SO MANY ROLES?

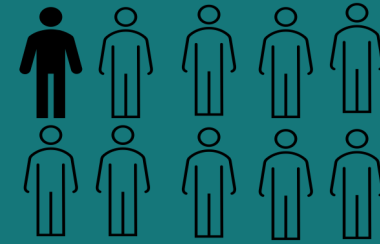
## SELF HARM AND SUICIDE



**17% kids 14-18**  
engage in non-suicidal  
self-injury



**1 in 7** High school  
students **seriously**  
**considered suicide**



**10%** of Highschool  
students **attempted**  
**suicide** in the past year

**SUICIDE IS THE SECOND LEADING CAUSE OF DEATH  
FOR CHILDREN, TEENS, AND YOUNG ADULTS**

# PEER SUPPORT

CONNECTION  
BELONGING  
ENCOURAGEMENT

## ROLE SUMMARY:

Provides immediate, practical, and supportive assistance to students experiencing distress or a crisis, helping them feel safe and connecting them with appropriate school or community resources.

## HOW TEACHERS CAN PARTNER:

Teachers can partner with this role by sharing concerns about a student.

# CLINICAL COUNSELOR

## MENTAL HEALTH THERAPY TREATMENT

### ROLE SUMMARY:

Provides mental health counseling to address concerns such as anxiety, depression, trauma, relationships, or other emotional and behavioral needs, with a focus on therapeutic treatment

### HOW TEACHERS CAN PARTNER:

Communicating relevant school-based observations, supporting agreed-upon strategies in the classroom, and directing students to counseling when appropriate.

# SCHOOL COUNSELOR

ACADEMIC  
CAREER  
SOCIAL-EMOTIONAL  
SUPPORT

## ROLE SUMMARY:

Provides school-based support for students' academic, social-emotional, and career development, including individual counseling, groups, and coordination of student resources

## HOW TEACHERS CAN PARTNER:

By referring students for support, sharing relevant classroom observations, and collaborating on strategies that promote student success.

# SCHOOL PSYCHOLOGIST

## LEARNING BEHAVIOR ASSESSMENT MENTAL HEALTH

### ROLE SUMMARY:

Supports students' learning, behavior, and mental health through assessment, consultation, intervention, and collaboration with educators, families, and other school professionals

### HOW TEACHERS CAN PARTNER:

Consulting about academic, behavioral, or social-emotional concerns and collaborating on strategies and interventions.

# REFERRAL PROCESS FOR HEARTLAND SERVICES

**1. TEACHER OBSERVES**



**2. TEACHER REFERS**



**3. SCHOOL COUNSELOR / SCHOOL PSYCHOLOGIST REVIEWS**



**Is Clinical Counseling Needed?**

NO → Continue with school-based supports and monitor the student's progress.

YES ↓

**4. REFERRAL TO CLINICAL COUNSELOR**



**5. CLINICAL COUNSELOR REFERS TO PEER SUPPORT**

# Teachers Role- Mental Health first line



# Helping resources



1201 Arbor Drive  
South Sioux City, NE 68776  
Phone: 402-494-3337  
Monday-Thursday 8-8; Friday  
8-12

Crisis Response: 24/7  
(402) 494-7655 or (877) 958-  
7776

# 988

---

## SUICIDE & CRISIS LIFELINE



1201 Arbor Drive  
South Sioux City, NE 68776  
Phone: 402-494-3337  
Monday-Thursday 8-8; Friday  
8-12

Crisis Response: 24/7  
(402) 494-7655 or (877) 958-  
7776



# NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



Leadership

Innovation

Vision

Engagement

#liveNASB

2,000,000 Nebraskans

329,000 Students

1,700 Locally Elected School Board Members

260 Member Districts/ESUs

ONE NEBRASKA

## IN THIS MONTH'S EDITION OF BOARD NOTES

This Month In ...

Training, Networking, Engagement & Upcoming Events

At The Board Table

Your 'Delegate Handout' is now Posted

LR 455 - Teacher Recruitment & Retention Study

Looking for Your Next Leader? Start with NASB

Join US at Labor Relations - September 29-30

Building Strong ... Moderators, Students & More - A State Conference Update

Legislative Candidate Resources Prior To November

Teacher/Administrator Negotiations Made Easy

Your 2026 NASB Affiliates

Your NASB Board of Directors & Staff

... And Much More!

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Page 5

Page 5

Page 6

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Page 9

Page 10

Pages 12-14

Page 15

## This Month In ... Photos





# THIS MONTH IN ...

Leadership

Innovation

Vision

Engagement

<https://members.nasbonline.org/>



A quick snapshot of the various programs, services, support and events NASB has planned for its members in the coming month!

**ADVOCACY & GOVERNMENT RELATIONS ...** With the November election roughly 6 weeks away, get to know who you're voting for at our Candidates page within the NASB GR section of our website. Keep tabs with our GR page as interim hearings are being scheduled as well. Stay engaged. Share your stories. Call Colby & Matt any time!

**ALICAP ...** Reminder to ALICAP Members, All 2026-27 annual contribution payments are due September 30th. ALICAP's Membership has grown to 235 schools/ESUs. Let's make the 2026-27 year a great one!!!

**AWARDS OF ACHIEVEMENT ...** Congratulations to all the award recipients from the 2025-26 points year. At our recent Area Membership Meetings, we were able to recognize numerous individuals and boards with awards including six Level X Awards, thirteen Board of Excellence Awards, and two President's Board Awards. See Page 10 for a rundown!

**BOARD LEADERSHIP ...** Check out "At the Board Table" on Page 4 to learn about all things Board Leadership!

**EDUCATION LEADERSHIP SEARCH SERVICE ...** Is your district or ESU facing a leadership vacancy? Are you an applicant considering a specific position or two? We can prepare a proposal to outline the steps of a search process, answer questions about the process or talk to you about the vacancies we are facilitating. Give Shari a call.

**ENERGY PURCHASING ...** Recent news reports indicate Nebraska, and the USA, could be facing a Winter influenced by a strong Super El Nino, which may bring unusual weather patterns and increased demand for natural gas. NJUMP and CJUMP have been working on behalf of participating school districts to purchase natural gas in preparation for the uncertainty ahead. Through collective purchasing, participating schools can save time and resources while helping provide greater predictability in their natural gas costs. Stay tuned for more information from NASB about NJUMP and CJUMP as we prepare for the winter ahead.

**GALLUP STRENGTHS ...** Your Gallup strengths (talents) shape how you learn best. With **Responsibility** in the top of your Gallup strengths, you may feel pulled toward activities that come with a commitment to deliver. An obligation you have taken on may give you the best opportunity for rapid learning. Traction shows up when what you promised and what you can deliver move closer together.

**MEMBER ENGAGEMENT ...** Thank you to everyone we have seen at the Area Membership Meetings! What a great opportunity to network, learn, meet vendors, and receive honors. We have one more left in Fremont this week. September has been busy with district visits to: Leyton, Banner County, Potter-Dix, Maywood, Hayes Center, Superior, Silver Lake, Kenesaw, and Harvard. Excited to see more of you at Labor Relations the end of this month, and of course, the State Education Conference!

**POLICY SERVICES ...** Policy serves as the foundation for effective governance, but strong systems require more than adoption alone. To learn more about what the NASB Policy Support Service offers the board and superintendent contact Lindsey at [lheadrick@NASBOnline.org](mailto:lheadrick@NASBOnline.org) or Marcia at [mherring@NASBOnline.org](mailto:mherring@NASBOnline.org) or Josh at [jwall@NASBOnline.org](mailto:jwall@NASBOnline.org). The updated service offers a manual authored by Perry Law Firm, integration into SPARQ Online Publishing, and so much more.

**QUORUMS ...** Periodically, questions arise when a quorum of a school board attends an NASB workshop, convention, or other educational event. **Is that allowed under the Nebraska Open Meetings Act?** Yes. Nebraska Statute § 84-1410 specifically exempts travel to and attendance at workshops, conferences, and similar events from the definition of a meeting, even when a quorum of the board is present. The important limitation is that board members should not use the occasion to discuss or take action on business that is specifically related to their own school district. Attend, learn, network, and enjoy the opportunity - but save your district's business for a properly noticed board meeting!

**TECHNOLOGY ...** Negotiations season is here! If you are a new superintendent or someone who needs a refresher, please don't hesitate to reach out to Darion to schedule a training. Join Darion at the Labor Relations Conference as well on September 30 from 9:45 to 10:45 AM in Regents A for his session, "Utilizing Your Data to Facilitate Successful Staff Negotiations." Darion will share how utilizing your data can help support informed and successful staff negotiations.

# TRAINING, NETWORKING, ENGAGEMENT & EVENTS



Leadership

Innovation

Vision

Engagement

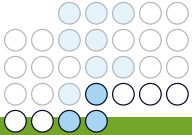
#liveNASB

<https://members.nasbonline.org/events>

## JOIN US *For the*

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'.  
If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance.

S M T W T F S



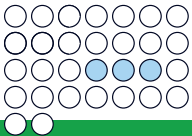
SEPTEMBER  
2026

### SEPTEMBER

**Area Membership Meeting - Wednesday, September 23 - Fremont**

**Labor Relations - September 29-30 - Lincoln**

S M T W T F S

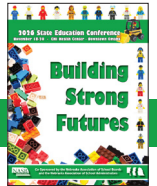


NOVEMBER  
2026

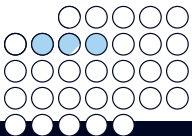
### NOVEMBER

**State Education Conference - November 18-20 - Omaha**

**Registration is now Open!**



S M T W T F S



DECEMBER  
2026

### DECEMBER

**New Board Member Workshops (2026)**

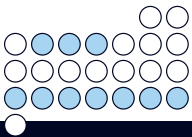
**Monday, December 7 - Ainsworth, Alliance & Kearney**

**Tuesday, December 8 - O'Neill**

**Wednesday, December 9 - Ogallala & Beatrice**



S M T W T F S



JANUARY  
2027

**New Board Member Workshops (2027)**

**Tuesday, January 5 - McCook & Wayne**

**Wednesday, January 6 - Hastings & Bellevue**



**2027 Legislative Issues Conference - January 24-25, 2027 - Lincoln ... JOIN US!**

**School Board Member Week in Nebraska - January 24 to 30!**

**NASB** *Better for Being There*  
Nebraska Association of  
SCHOOL BOARDS

# AT THE BOARD TABLE

Leadership

Innovation

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Engagement

#liveNASB



2,000,000 Nebraskans

329,000 Students

1,700 Locally Elected School Board Members

260 Member Districts/ESUs

ONE NEBRASKA



## YOUR NASB BOARD LEADERSHIP UPDATE

<https://members.nasbonline.org/board-leadership>



2026

### OCTOBER BOARD MEETING AGENDA TEMPLATE

Board Presidents and Superintendents: Please check your inbox for the [sample] **October/November Board Meeting Agenda** that was emailed to you on Wednesday, September 15, 2026, from [shiggins@NASBonline.org](mailto:shiggins@NASBonline.org). The agendas are aligned with the NASB Annual Board Calendar. If you have any questions or would like the email resent, please contact Stacie at 402-209-1608.

### NASB POLICY SERVICE PARTNERS: PERRY LAW FIRM & SPARQ DATA

Interested in learning more about the NASB Policy Manual/authored by Perry Law Firm and Sparq Online Publishing? Reach out to:

Lindsey - [lheadrick@NASBonline.org](mailto:lheadrick@NASBonline.org)

Marcia - [mherring@NASBonline.org](mailto:mherring@NASBonline.org)

Josh - [jwall@NASBonline.org](mailto:jwall@NASBonline.org)

### NASB NEGOTIATIONS RESOURCE

#### Collective Bargaining and Negotiations

Collective bargaining is an important responsibility of the board. Negotiations involve more than determining salaries and benefits; they require the board to understand:

- What must be negotiated?
- What remains a management decision?
- How good-faith bargaining works.
- What happens when the board and bargaining unit cannot reach an agreement?



To learn more about collective bargaining and negotiations, **scan the QR code** to access the NASB Negotiations Resource.

### NASB NEW BOARD MEMBER WORKSHOP SCHEDULE - JOIN US!

#### 2026

Monday, December 7

Tuesday, December 8

Wednesday, December 9

#### 2027

Tuesday, January 5

Wednesday, January 6

#### Community/Site

Ainsworth - Alliance- Kearney

O'Neill

Ogallala - Beatrice

#### Community/Site

McCook - Wayne

Hastings - Bellevue

#### Registration Deadline

Tuesday, December 1

Tuesday, December 1

Tuesday, December 1

#### Registration Deadline

Wednesday, December 23

Wednesday, December 23



For more information about **NASB Board Leadership Services**, including: Board Retreats, Strategic Planning, Community Engagement and Alignment, Online Survey Services/Superintendent Evaluation, Board Self-Assessment, Board Resources, Communication Support Services or Board Governance publications, please contact:

Marcia Herring - Katie Corfield - Stacie Higgins - Ben Anderjaska  
Stephanie Summers - Avary Pansing-Brooks - Josh Wall - Galina Slobonyuk

# YOUR 'DELEGATE HANDOUT' IS NOW POSTED

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Engagement

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<https://members.nasbonline.org/government-relations/nasb-advocacy-handbook>



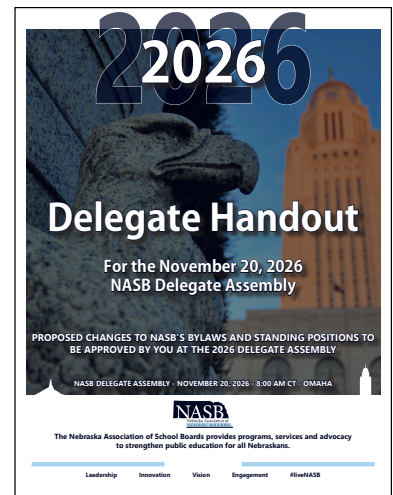
The **NASB Delegate Handout**, containing proposed revisions to the standing positions for consideration at the 2026 Delegate Assembly, has been posted on the NASB website. To better prepare you and your board's voting representative for the Delegate Assembly, please download at the link above, review, and bring this Handout with you to Omaha.

This year's Delegate Assembly will take place **Friday, November 20, at 8:00 AM**, in conjunction with the State Education Conference, at the CHI Health Center - downtown Omaha. All items within the **Delegate Handout** will be considered by the Delegate Assembly.

If you haven't already, each board should select one board member to represent the district or ESU as the voting delegate, although multiple members from each board may attend. As a school board member, this is YOUR chance to be heard and help craft the 2027 legislative and leadership initiatives for NASB.

This year's agenda includes:

- Who Is Your Delegate?
- Key Legislative Dates & Resources
- Advocacy & Engagement - What is Your Role?
- Your 2026 NASB Legislation Committee
- Your 2027-28 State Senators & Candidates
- Bylaws Relating to the 2026 Delegate Assembly
- Your Proposed NASB Standing Positions
- Your NASB Standing Positions
- Delegate Assembly Rules of Procedure
- Parliamentary Procedure for Delegates



**"GOVERNMENT IS RUN BY THE PEOPLE WHO SHOW UP"**

**ONE DISTRICT/ESU. ONE VOTE.**

**MAKE SURE YOUR DISTRICT OR ESU VOICE IS HEARD!**

If you have questions, you may reach us at 402-423-4951

## MARK YOUR CALENDARS - KEY LEGISLATIVE DATES FOR 2026-2027

November 3, 2026 - Statewide General Election  
November 20, 2026 - Delegate Assembly  
January 6, 2027 - Legislative Session Begins (90-Day)  
January 20, 2027 - Day 10: All bills must be introduced  
January 24, 2027 - NASB Legislation Committee Meeting  
January 24-25, 2027 - Legislative Issues Conference ... JOIN US!  
January-February - Committee Hearings take place  
Mid-February - Priority Bills are identified  
April 25-28 - Federal Advocacy Fly-In - Washington, DC  
June 4, 2027 - Final Day of the Session  
July 1 - Legislative Proposals for the 2028 Session Due

All dates subject to change.



## LR 455 - TEACHER RECRUITMENT & RETENTION STUDY

<https://members.nasbonline.org/government-relations>



Members: Linked on the NASB GR page is the final report of LR 455 introduced by Senator Margo Juarez examining Teacher Recruitment and Retention. NASB was able to participate in roundtable discussions that resulted in this study.





# LOOKING FOR YOUR NEXT LEADER? START WITH NASB

Leadership

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Engagement

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<https://members.nasbonline.org/elss>



**One of the most important responsibilities of a school board member is hiring and evaluating your ESU Administrator or Superintendent.** This fall is already shaping up to be an active one. While boards strive to retain effective leaders for as long as possible, leadership transitions are inevitable. As retirements are announced and leadership transitions begin, it's important to know who you can turn to for guidance and support. NASB can provide expert guidance.

At NASB, leadership searches are a collaborative effort. Our staff and consultants bring expertise in leadership searches, board development, communications, marketing, and school law to provide a professional, well-managed process from start to finish. We work closely with each member district/ESU to customize the search to your unique needs, providing support, from the perspective of a board member, every step of the way.



The process begins with a Leadership Profile, developed with input from the Board of Education. This profile identifies the areas applicants should be experienced in, as well as qualities and leadership characteristics the board is seeking. It becomes a valuable tool throughout the search, helping shape interview questions, compare candidates, and guide conversations during a post-hire retreat.

To attract highly qualified candidates, NASB advertises through the typical channels, but is also able to draw on an extensive professional network, including our membership in the National Affiliation of Superintendent Searchers (NASS). Shari Becker, Director of the Education Leadership Search Service and Past Chair of NASS, maintains direct relationships with 39 state school board associations. This network expands our national reach and strengthens our ability to identify candidates and conduct thorough reference checks. In addition, applications are submitted through an online platform shared with 14 other states, providing national visibility for each search.

NASB staff carefully screen every applicant using a detailed protocol, ensuring the board receives a clear picture of each candidate's experience, qualifications, and leadership qualities. Candidate information is presented to the board in both open and closed sessions as appropriate.

Our commitment doesn't end when your new leader is hired. Being a member district allows you access to any of our staff members specializing in various areas to provide support to the board or your new leader as you continue to navigate the new relationship and build trust. NASB can also provide a transition retreat, transition materials, and a board retreat once the new leader is in place.

If you anticipate a leadership vacancy, it's never too early to start the conversation. **Let NASB help you navigate the search process and identify the leadership fit for your district or ESU.**

For information about the application process or to request a proposal, contact:

**Shari Becker**

Director, Education Leadership Search Service  
402-423-4951 - [sbecker@NASBonline.org](mailto:sbecker@NASBonline.org)



## NASB SEARCH MISSION STATEMENT

Through a collaborative working relationship with the Board of Education and district, NASB Education Leadership Search Service ensures a highly professional search process designed to attract the very best applicants, and bring credit to the board for the manner in which the search is conducted.

# JOIN US AT LABOR RELATIONS - SEPTEMBER 29-30

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<https://members.nasbonline.org/events>



## 2026 Labor Relations - September 29-30 - Embassy Suites – Lincoln

### Tuesday, September 29 - Preconference & Social

The ABCs of Negotiations with The Perry Law Firm

7:00 - 9:00 PM - Join us for the conference social at the Bierhaus Rooftop Bar (151 N. 8th Street in the Haymarket).

Sponsored by BVH Architecture and Hausmann Construction

### Wednesday, September 30 - Keynote & Concurrent Sessions

Choosing to Care: How Curiosity Creates Community in the Workplace with James Robilotta

Concurrent Session Topics Include: Wages and Payment Collection; Negotiations and Arrays; Communication in Labor Relations; School Retirement Plan; EHA Health Care Member Support; HR Hot Topics; Legal Updates; Workers Comp; FLSA; Federal Labor Case Law; Superintendent Role in Board Relations; And more!

For more information and to register go to <https://members.nasbonline.org/events/labor-relations-conference>

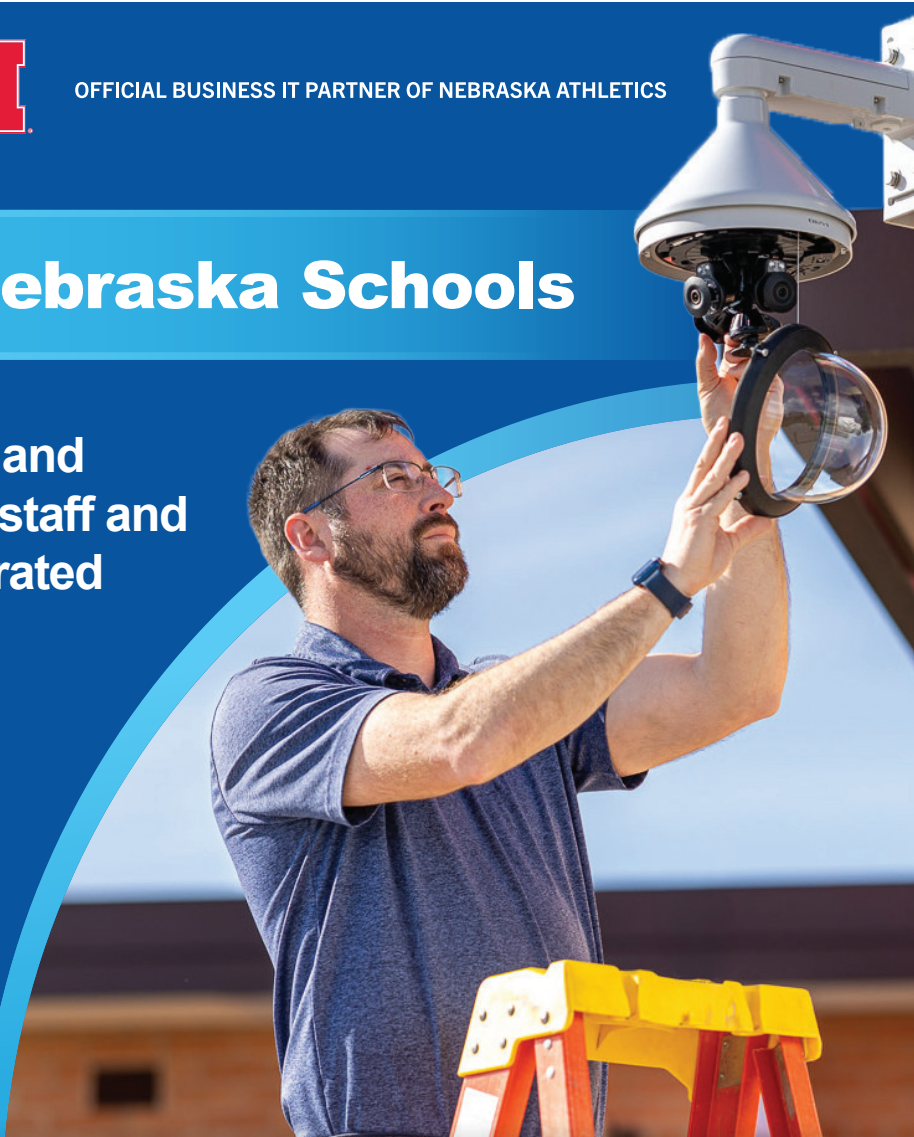


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# BUILDING STRONG ... MODERATORS, STUDENTS & MORE

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<https://members.nasbonline.org/events/state-education-conference>



## November 18-20 - CHI Health Center Omaha



### DID YOU KNOW?

### Registration is OPEN!

**Hotel room reservations open at 10:00 AM Central Time on Wednesday, September 30!**

**Donnie Campbell, the coach who inspired the Ted Lasso character is our opening Keynote!**

**Breakout sessions will be 45 minutes instead of 60 this year!**

**Hamish Brewer is our Thursday luncheon keynote. Hamish will share his "Be Relentless" message!**

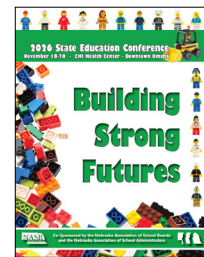
**We have 3 Super Sessions!**

- Hot Topics with Karen & Jim
- A Listening Session with Members of the State Board of Education
- School Finance Review Commission Update

**Danny Steele, our closing keynote speaker will teach us all about school culture!**

**Vendors will be at Conference on Thursday & Friday this year!**

- Exhibitor Reception will be held Thursday, November 19 from 5:00 – 6:30 PM



## We Need Your Help!

### CLASSROOM SHOWCASE

This is an opportunity for students and teachers to demonstrate projects and programs that reflect the integration of technology in curriculum. The Classroom Showcase is scheduled for 8:00 – 11:30 a.m., Friday, November 20. Contact Jackie Ediger [executivedirector@netasite.org](mailto:executivedirector@netasite.org) with questions or to sign up.

### STUDENT VOICES

Nominate a student from your district to participate in the panel discussion where they can offer their perspective on a variety of issues. Our goal is to include students from all levels of High School achievement and participation. We would love to see some students that will pursue a 2-year degree, some that may enter the Military or workforce after graduation, in addition to those who plan to pursue a 4-year degree. Special consideration will be given to nominees who have overcome obstacles to be successful. This breakout session will take place Thursday, November 19 from 2:00 to 2:45 PM. Visit the State Conference link above to download the nomination form. Email nominations to Sharon at [sendorf@NASBonline.org](mailto:sendorf@NASBonline.org) by October 1.

### CALL FOR MODERATORS

Board members, superintendents, and administrators are invited to serve as breakout session moderators Thursday and Friday. Please email Sharon by October 1, if you would be interested in helping. All volunteers will receive 5 award points toward their Awards of Achievement. Thanks in advance for your help!



# LEGISLATIVE CANDIDATE RESOURCES PRIOR TO NOVEMBER

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<https://members.nasbonline.org/government-relations/candidate-questionnaires-videos>



**HELD 6 MEET & GREETS INCLUDING  
LEGISLATIVE DISTRICTS 2, 6, 20, 30, 32, 38 41,  
AND SBOE DISTRICT 5**

**COLBY HAS HAD 1-ON-1'S WITH 19 CANDIDATES:**

**LD 2: DEAN HELMICK & CAITLIN KNUDSON**

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**LD 10: CINDY JOHNSON**

**LD 12: CHRISTY KNOOR**

**LD 14 SUANN WITT**

**LD 16: TED JAPP & CINDY CHATT**

**LD 18: JESS GOLDONI & TAYLOR ROYAL**

**LD 22: DAWSON BRUNSWICK**

**LD 28: PATTY PANSING BROOKS**

**LD 30: CALLY IDEUS**

**LD 32: MARK SCHOENROCK**

**LD 36: DARIN TOMPKINS**

**LD 38: TIM ANDERSON, JANELLE EHRKE**

**SBOE 5: MICHAELA CONWAY**

**\*DOES NOT INCLUDE MEET & GREETS**

## VISIT OUR

*2026 legislative candidate page*



*Check out*

**CANDIDATE THOUGHTS ON:**

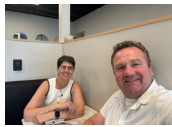
- LOCAL CONTROL
- SCHOOL FUNDING
- THE ROLE OF EDUCATION IN NEBRASKA
- EDUCATIONAL WORKFORCE
- MANDATES

**AND**

**CANDIDATE MEET & GREET  
DATES AND LOCATIONS**

[WWW.NASBONLINE.ORG](http://WWW.NASBONLINE.ORG)

**32 CANDIDATE SURVEYS COMPLETED  
SEE THE LINK ABOVE**



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The negotiating season is here, and it's time to start preparing you and your district for what's to come at the bargaining table. With Sparq Negotiations, you have real-time access to the largest, most comprehensive negotiating tool in the state of Nebraska. Salaries are a top expenditure every year, so make the negotiations process successful and easy!



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**To learn more, schedule a demo, and see how Sparq Negotiations can make your life easier, contact Darion Miller at 402-817-0120, or email [dmiller@sparqdata.com](mailto:dmiller@sparqdata.com) today!**

## 2026 AREA MEMBERSHIP MEETINGS

**Leadership - Training - RECOGNITION - Networking - Vision**

**Cody-Kilgore - Gering - Kearney - Nebraska City - South Sioux City - Omaha - North Platte - York - Fremont**

<https://members.nasbonline.org/programs-services/awards-of-achievement-program>



Congratulations to all the award recipients from the 2025-26 points year. At our recent Area Membership Meetings, we were able to recognize numerous individuals and boards with awards.

### Six Level X Recipients

Stephanie Summers - David City Public Schools  
Sandy Noffsinger - Dundy County Stratton Schools  
Brenda Sherman - ESU 3  
Jim Vlach - Lyons-Decatur Northeast  
Dan Scheer - St. Paul Public Schools  
John Mandl - Stanton Community Schools



**GRENA**

### Two President's Board Award Recipients

Gretna Public Schools  
Ralston Public Schools



**RALSTON**

### Thirteen Board of Excellence Award Recipients

Ainsworth Community Schools - Bloomfield Community School District - Brady Public Schools  
Cedar Bluffs Public Schools - Cross County Community Schools - ESU 3  
Hershey Public Schools - Norris School District 160 - Palmer Public Schools  
Randolph Public Schools - Seward Public Schools - St. Paul Public Schools - York Public Schools





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Paul Grieger  
Managing Director,  
Public Finance  
402-392-7986  
pgrieger@dadco.com



Cody Wickham  
Senior Vice President,  
Public Finance  
402-392-7989  
cwickham@dadco.com



Andy Forney  
Senior Vice President,  
Public Finance  
402-392-7988  
aforney@dadco.com

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- Tax Anticipation / Construction Notes
- Lease-Purchase Financing
- QCPUF Bonds
- Refinancing Bond Issues



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**2026 Gold Level Affiliates** - BD Construction, Inc./Kearney - Blue Cross Blue Shield of Nebraska - Carlson West Povondra Architects - Chief Construction - Cornhusker International - Darland - DLR Group - JEO Consulting Group, Inc. - Johnson Controls - Lunchtime Solutions - MCL Construction - Navitas - One Source | A Verified Credentials Company - Outdoor Recreation Products

**2026 Silver Level Affiliates** - Creative Sites, LLC - UNO Innovative Learning-Centric Initiatives

**2026 Bronze Level Affiliates** - Ameritas Investment Company, LLC - Community Building Solutions - Cunningham Recreation - Fisher Tracks, Inc. - James D. Watts & Associates, PC - Mueller Robak Schaefer Hruza & Hassebrook - National Insurance Services - Nebraska Safety Center - Opaa! Food Management of Nebraska - Trane U.S. Inc. - Twotrees Technologies, LLC



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If your business would like to become an Affiliate Member of NASB, please visit:  
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BVH

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**Facility Advocates**  
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**Nebraska Liquid Asset Fund**  
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Opaa! Food Management

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National Insurance Services

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## PLAYGROUND/SCOREBOARDS/SURFACING(CONTINUED)

Cunningham Recreation/GameTime

Fisher Tracks, Inc.

**Outdoor Recreation Products**  
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Twotrees Technologies, LLC

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Nebraska Safety Center

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