

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, December 17, 2018
High School Media Center - 7:00 AM

1. Call to Order. Roll Call
2. Announce location of posted Open Meetings Act
3. Consent Agenda
 - 3.A. Approval of Agenda
 - 3.B. Approval of minutes of Regular November 19, 2018 Board Meeting
 - 3.C. Approval of Claims
 - 3.D. Financial Report
4. Visitors and communication from the public
5. Action Items
 - 5.A. Consideration of a resolution authorizing the creation of the Wilcox-Hildreth Educational Facilities Leasing Corporation and authorizing the District to enter into one or more lease purchase agreements with said Corporation in an aggregate principal amount of not to exceed \$6,600,000, for the purpose of leasing certain educational facilities and equipment from the Corporation.

5.B. Discuss, Consider and take all necessary action to Approve 1995 International 53 passenger bus with 224,480 miles as Surplus Equipment and instruct superintendent Dietz to secure sealed bids to sell to highest bidder.

5.C. Discuss, Consider and take all necessary action to approve new board policies 5001 and 5016-5062.

5.D. Discuss, Consider and take all necessary action to approve a two-year principal contract to Shannon Lovin for the 2019-2021 school years.

6. Discussion Items

6.A. School Improvement Report: Kelly Simmons, our School Improvement Coordinator will provide the board with updates of our School Improvement process.

6.B. School Safety Update: Hana Mach, our School Safety Coordinator will provide the board with Safety Committee updates and discuss Safety Concerns.

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report

8. Next Board Meeting:

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, November 19, 2018 ~ 7:00 AM
Middle School Conference Room - Hildreth
613 Nelson Street
P.O. Box 157
Hildreth, NE 68947

1. Call to Order. Roll Call

Motion by Roger Boyer, seconded by Kert Hansen, to excuse the absence of board member Ryan Knaus. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

2. Announce location of posted Open Meetings Act

3. Consent Agenda

Motion by Kert Hansen, seconded by Aaron Pistulka, to approve the consent agenda. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

3.A. Approval of Agenda

3.B. Approval of minutes of Regular October 15, 2018 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public

Kelly Simmons was in attendance.

5. Action Items

5.A. Discuss, Consider and take all necessary action to allow Wilcox-Hildreth staff members to donate up to (2) two Sick Leave Days to staff member Tiana Gibb once she has used her own Sick Leave and Personal Leave.

Motion by Aaron Pistulka, seconded by Roger Boyer, to allow Wilcox-Hildreth staff members to donate up to (2) two Sick Leave Days to staff member Tiana Gibb once she has used her own Sick Leave and Personal Leave. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.B. Discuss, Consider and take all necessary action to adopt Policy #'s 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5010, 5011, 5012, 5013, 5014, 5015.

Motion by Gary Jensen, seconded by Kert Hansen, to adopt Policy #'s 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5010, 5011, 5012, 5013, 5014, 5015. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

6. Discussion Items

6.A. Discuss the 2019-2020 School Calendar-the calendar is attached.

7. Administrator Report

7.A. Superintendent Report

Superintendent Dietz reported on the following:

1. School Audit Report
2. School Lunch Program Cost Comparison
3. Possible Construction Projects to the Wilcox and Hildreth sites

7.B. Principal Report

Principal Patterson Reported on the following:

1. State Football Championship
2. Beef in Schools Program
3. Principal applicants

8. Next Board Meeting: Monday, December 17, 7:00 a.m. at Wilcox

9. Adjourn

Motion by Kert Hansen, seconded by Roger Boyer, to adjourn at 8:10 a.m.. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea,
Aaron Pistulka: Yea
Yea: 6, Nay: 0

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Unposted; Batch Description Gen. Fund - December 2018 Invoices ; Fund Number 01

User ID: RLH

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Benjamin's Landscaping	964820	Sprinkler Contract Blow-Out	260.00
Total Benjamin's Landscaping			260.00
Benson Tree Service	964820	Remove Tree and ground stump	900.00
Total Benson Tree Service			900.00
Black Hills Energy	102 N Stoc-0004	102 N. Stockton Street	499.67
Black Hills Energy	4456237296-0002	613 Nelson Street-Hildreth, NE	2,071.79
Black Hills Energy	4694971507-0002	102 N Stockton Street	2,180.37
Black Hills Energy	5673345098-0002	208 Stockton Street	285.97
Black Hills Energy	8027394935-0002	404 E. Sapp Street	204.92
Total Black Hills Energy			5,242.72
BTS Communications	33106	Annual Phone System License for 2019	2,669.24
Total BTS Communications			2,669.24
Business World	642881	Julie Office Supplies	64.97
Business World	642881-01	Paper for MS	15.99
Business World	642882	Pencils-Mechanical	15.19
Total Business World			96.15
Carter Electric	8149	Meyers Room Repair	834.30
Total Carter Electric			834.30
Charter Communications	344112418-0001	Charter Bill/Cable	174.30
Total Charter Communications			174.30
Cooperative Producers Inc	Nov. Billi-0001	Novt Bus Fuel Bill	3,485.19
Total Cooperative Producers Inc			3,485.19
Courtyard Omaha-La Vista	6524G00028302	Simmons-	103.95
Courtyard Omaha-La Vista	6524G00028343	Knaus-State School Board Room	159.60
Courtyard Omaha-La Vista	6524G00028413	SchoolBoard Convention2018	2,394.00
Total Courtyard Omaha-La Vista			2,657.55
D & J Farley Construction	11/6/18 Bus Barn	Bus Barn Door Install door locks	160.00
D & J Farley Construction	11/6/18 Fire Doors	Install Fire Rated Doors Library/Sped Ro	850.00
Total D & J Farley Construction			1,010.00
DAS State Accounting-Central Finance	1139104	Interregional Fee	229.49
Total DAS State Accounting-Central Finance			229.49
Durable Service	12333	No Heat-Lobby Area-Filters Plugged	112.00
Durable Service	12343	Music Room Furnace Repair	130.70
Durable Service	12397	Filters	126.44
Total Durable Service			369.14
Eakes Office Solutions	7655973-0	Staples, Stapler	26.08
Eakes Office Solutions	7661795-0	Staples, Paper	17.99
Total Eakes Office Solutions			44.07
Educational Service Unit 9	29150	Vision Services School Age	1,017.50

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Vendor Name	Invoice Number	Description	Amount
Educational Service Unit 9	29212	Vision Services	370.00
Total Educational Service Unit 9			1,387.50
ESU #11	1819-1-13	1st Quarter Charges	42,983.38
ESU #11	3462	Lamination Charges	155.59
Total ESU #11			43,138.97
Franklin County Chronicle	27955	Fire Safety Prevention	15.00
Franklin County Chronicle	28016	Notice of Meeting	6.22
Franklin County Chronicle	28054	Minutes - BOE	57.52
Franklin County Chronicle	28122	Notice of Meeting	6.73
Total Franklin County Chronicle			85.47
Fritz's Market	Nov. GF Invoices	Gen. Fund Invoices - Nov 2018	73.29
Total Fritz's Market			73.29
Frontier	3081880193-0003	Phone Bill - Hildreth Site	334.40
Total Frontier			334.40
Great Plains Communications	Nov. Bill-0001	Nov Billing	439.85
Total Great Plains Communications			439.85
Hance, Carolyn	OneAct2018	One Act Supplies	19.85
Hance, Carolyn	Tiedes One Act	One Act Supplies	17.00
Total Hance, Carolyn			36.85
Harlan County Clerk	Election Services-HC	Election Services-Harlan County	100.00
Total Harlan County Clerk			100.00
Harlan County Journal	3864	School Board Meeting Notice	19.25
Total Harlan County Journal			19.25
Holdrege Daily Citizen	11/12/18 Legal Notic	Legal Notice	6.66
Holdrege Daily Citizen	11/6/18	Asst. Cook Ad	64.00
Total Holdrege Daily Citizen			70.66
Holdrege Medical Clinic, PC	5620270	Bus Physical	149.00
Total Holdrege Medical Clinic, PC			149.00
Jaymar Business Forms, Inc.	056417	Activity Fund Checks	188.33
Total Jaymar Business Forms, Inc.			188.33
Kat's Korner Market	Nov Invoices - 2018	Nov. FCS Invoices	181.89
Total Kat's Korner Market			181.89
Kosmicki, Amber	11/9/18 Reimb.	Art Supplies	17.10
Total Kosmicki, Amber			17.10
Mary Martin	10/25 Business	Business Room Supplies	45.98
Mary Martin	12/6 Business	Business Room Supplies	67.13
Total Mary Martin			113.11
Matheson Tri-Gas Inc	51388721	Acetylene/Oxygen	160.90

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Vendor Name	Invoice Number	Description	Amount
Total Matheson Tri-Gas Inc			160.90
Minden Courier	11/19 Board Meeting	11/19 Board Meeting Minutes	55.75
Minden Courier	12/18 Meeting Notice	12/18 BOE Meeting Notice	7.53
Minden Courier	Cook Ad	Cook Ad Week 1	13.20
Minden Courier	Cook Ad #2	Cook Ad Week #2	13.20
Total Minden Courier			89.68
Morten Electric	3592	Parking Lot Lights	2,885.00
Total Morten Electric			2,885.00
Neopost Inc	Postage 11/19	Postage for Postage Machine	500.00
Total Neopost Inc			500.00
Norm's Plumbing, Heating & A/C, Inc.	00079147	MS Repair Science Room/RR @ FB Field	2,198.41
Total Norm's Plumbing, Heating & A/C, Inc.			2,198.41
Phelps County Clerk	Elec2018	Gen. Election 2018 Billing	100.00
Total Phelps County Clerk			100.00
Presto-X Company	1341373-0002	Monthly Pest Control	0.00
Total Presto-X Company			0.00
Pro Building Supply Inc	128071	Track Supplies	14.95
Total Pro Building Supply Inc			14.95
Protex Central, Inc.	116020301	Fire Extinguisher Inspection & Fire Alar	343.00
Total Protex Central, Inc.			343.00
Romar Pest Control	27674	Sentricon Annual Renewal - Hildreth Site	640.00
Total Romar Pest Control			640.00
Rutt's Heating and Air Conditioning, Inc.	36926	Weight Room Heating/AC Unit	14,100.00
Total Rutt's Heating and Air Conditioning, Inc.			14,100.00
S & W Auto Parts	968223	Antifreeze/Oil	56.85
S & W Auto Parts	968863	Def/Fuel Stabilizer	40.96
Total S & W Auto Parts			97.81
Stagecoach	1211	One Act Supplies	44.90
Stagecoach	1219	One Act Supplies	9.50
Total Stagecoach			54.40
Supply Works	464651124-0001	Custodial Supplies	540.56
Supply Works	467064010	Wilcox Site Custodial Supplies	360.30
Total Supply Works			900.86
Svoboda's True Value	C135565	Glass Cleaner/Keys	14.96
Svoboda's True Value	C136033	Wrestling Mat Cleaner	39.99
Svoboda's True Value	C136096	Totes/Misc Supplies	28.48
Svoboda's True Value	C137359	Worklight	25.99
Svoboda's True Value	D168231	Custodial Supplies/Nuts & Bolts	12.99
Svoboda's True Value	D168487	Mouse Traps/Light Bulbs	37.96

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Vendor Name	Invoice Number	Description	Amount
Svoboda's True Value	D168634	Bleach/Drano/Mouse Traps	32.95
Svoboda's True Value	D170878	Snow Shovel	55.98
Total Svoboda's True Value			249.30
Time Management Systems, Inc.	215636-0001	AOD Maintenance Contract	127.50
Total Time Management Systems, Inc.			127.50
Town & Country Service	Nov. 2018 Invoices	Nov. Invoices	2,228.93
Total Town & Country Service			2,228.93
Verizon Business	5051201671-0002	Acct # 505120167 X26	140.14
Total Verizon Business			140.14
Verizon Wireless	5051201671-0002	Cell Phone Bill	30.82
Total Verizon Wireless			30.82
Village Of Hildreth	22	Home Football Games - Lights	450.00
Village Of Hildreth	Nov. Billi-0001	Hildreth Site Utilities	1,622.59
Total Village Of Hildreth			2,072.59
Village Of Wilcox	Nov. Billi-0001	Nov. Utilities - Wilcox Site	4,912.47
Total Village Of Wilcox			4,912.47
Village Uniform	453145	Hildreth Site - Mops	11.25
Village Uniform	453146	Wilcox Site - Mops	30.50
Village Uniform	453664	Mops-Hildreth Site	11.50
Village Uniform	453673	Mops, Dustmops	22.00
Village Uniform	454215	Wet Mop	9.50
Village Uniform	454218	Wet Mop	14.00
Village Uniform	454745	Delivery Charge	5.00
Village Uniform	454748	Delivery Charge	5.00
Total Village Uniform			108.75
VISA	CC-Nov/Hinrichs	Hinrichs CC/Nov 2018 Charges	485.56
VISA	Dietz/Nov CC Charges	State School Board - Food	13.72
VISA	Patterson-Nov CC Cha	Patterson Nov. CC Charges	856.81
Total VISA			1,356.09
Weides Water LLC	6484	Fix Toilet in Girls & Boys RR	247.00
Total Weides Water LLC			247.00
Wilcox Chamber Of Commerce	Dues for 2019	Dues for 2019 Chamber of Commerce	50.00
Total Wilcox Chamber Of Commerce			50.00
Wilkins Architecture Design Planning LLC	3363	Facilities Study	2,250.00
Total Wilkins Architecture Design Planning LLC			2,250.00
Windstream	011650478 -0002	Superintendent Phone Line Hildreth	12.74
Total Windstream			12.74
Woodward's Disposal Seervice	NO8830-256-0001	Document Destruction	70.00
Total Woodward's Disposal Seervice			70.00

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Unposted; Batch Description Gen. Fund - December 2018 Invoices ; Fund Number 01

User ID: RLH

Vendor Name	Invoice Number	Description	Amount
Yanda's Music And Pro Audio	375076	Whistle	38.00
Yanda's Music And Pro Audio	375276	Bass Clarinet Repair	51.00
Total Yanda's Music And Pro Audio			89.00

Fund Number 01	100,338.16
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Checking Account ID 1	100,338.16
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GENERAL FUND

Balance 11/1/2017	
County Receipts	\$70,429.29
Motor Vehicle Taxes	\$5,674.23
Local License Fees	
Interest Earned	\$6,428.79
Other Local Receipts	\$400.00
County Fines & Licenses	\$590.16
Homestead Exemption	
Other County Sources	
High Ability Learners	
State Aid	\$2,969.00
SPED Programs	
SPED Transportation	
State Apportionment	
Special Bldg	
Personal Prop. Tax Credit	
Property Tax Credit	
Pro Rata Motor Vehicles	\$751.24
In Lieu of Taxes	\$410.08
Title I	\$2,852.34
Title IIA	
IDEA Base	
IDEA Base Part B-2	
U.S. Fish & Wildlife	
Misc Receipts	
Grant	\$234.94
Reap Grant	\$17,332.00
Medicaid Reimb	
Distance Learning	\$625.00
Lunch Tax/Retire	\$3,334.37
URM Service Fee	<u>\$1,379.65</u>
TOTAL RECEIPTS	\$113,411.09
Instructional Services	\$141,071.13
SPED Service	\$27,137.44
Student Support Service	\$8,781.25
Support Services - Staff	\$14,686.71
Board of Education	\$3,752.19
Executive Administration	\$11,547.72
Principal	\$25,633.40
Business	\$5,069.20
Operation-Maintenance	\$43,254.35
Regular Transportation	\$19,663.83
SPED Transportation	
Community Service	\$993.02
Title I	\$6,153.14
Lunch Fund Expenses	\$3,334.37
State Categorical Programs	\$360.03
IDEA (4400)	
Reap Grant	\$17,358.92
Distance Education	
URM	\$1,379.65

TOTAL EXPENDITURES: \$330,176.35

Ending Balance 11/30/2017

ACCOUNT BALANCES:

Depreciation	\$851,931.73
General	\$3,542,811.27
Lunch	\$83,700.69
ADA	\$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	\$5,900.50
HS Activity	\$365,835.93
MS Activity (Closed)	Closed-Moved to HS Activity
Gen Fund Clearing	\$2,155.53
MS Clearing	Closed-Moved to HS Clearing
Student Fee	\$4,526.76
URM Fund	\$21,364.00
Falcon Team Account	\$1,034.45
Special Building Fund	<u>\$260,278.99</u>
Total Funds	<u>\$5,140,067.76</u>

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	\$122,123.38
Transportation	\$149,531.48
Building	\$412,750.97
Track	\$83,223.69
Interest	\$34,302.21
Computer Hardware	\$50,000.00
TCD	\$20,000.00

Total: \$871,931.73**GENERAL FUND BANK RECONCILIATION:**

Bank Balance as of 11/30/2017	\$3,585,959.97
Outstanding Checks:	<u>\$43,148.70</u>
Ending Balance:	\$3,542,811.27

Report Date 11/30/17**\$3,542,811.27**

GENERAL FUND

11/1/18	
County Receipts	\$49,037.59
Motor Vehicle Taxes	\$5,963.39
Local License Fees	
Interest Earned	\$7,043.53
Other Local Receipts	
County Fines & Licenses	\$784.73
Homestead Exemption	
Other County Sources	
High Ability Learners	
State Aid	\$2,914.00
SPED Programs	
SPED Transportation	
State Apportionment	
Pers. Prop Tax Credit	
Property Tax Relief	
Pro Rata Motor Vehicles	\$707.71
In Lieu of Taxes	\$940.03
Tax Credit	
Title I	
Title IIA	
IDEA Base	
IDEA Base Part B-2	
Misc Receipts	\$2,550.00
Grant	
Distance Learning	
FEMA	
U.S. Fish & Wildlife	
Lunch Tax/Retire	\$3,806.28
URM Service Fee	
TOTAL RECEIPTS	\$73,747.26

Instructional Services	\$155,716.42
SPED Service	\$37,540.68
Student Support Service	\$11,897.37
Support Services - Staff	\$14,963.66
Board of Education	\$8,131.73
Executive Administrator	\$12,241.35
Principal	\$20,758.64
Business	\$7,990.71
Operation-Maintenance	\$49,974.04
Regular Transportation	\$24,646.64
SPED Transportation	
Community Service	\$1,024.98
Title I	\$8,695.92
Lunch Fund Expenses	
State Categorical Program	\$3,806.28
Title IIA	
HAL/Distance Learning	\$366.28
Building Acquisition	
URM	
Non-Program Expend.	
TOTAL EXPENDITURE	\$357,754.70
Ending Balance 11/30/2018	

\$3,515,034.23**ACCOUNT BALANCES:****1-Nov-18**

Depreciation	\$1,030,522.00
General	\$3,231,026.79
Lunch	\$105,168.87
ADA	\$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	\$5,985.50
HS Activity	\$365,937.42
MS Activity (Closed)	\$0.00
Gen Fund Clearing	\$5,073.03
MS Clearing	Closed-Moved to HS Clearing
Student Fee	\$5,691.65
URM Fund	
Falcon Team Account	\$1,034.45
Special Building Fund	\$434,379.69
Total Funds	\$5,185,347.31

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	\$122,123.38
Transportation	\$181,394.48
Building	\$508,478.08
Track	\$83,223.69
Interest	\$51,620.42
Computer Hardware	\$83,681.95
TCD	\$20,000.00

Total:**\$1,050,522.00****GENERAL FUND BANK RECONCILIATION:**

Bank Balance as of 11/01/201	\$3,240,749.16
Outstanding Checks:	\$9,722.37
Ending Balance:	\$3,231,026.79

Report Date 11/30/2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Monthly Category Expenses:																
2			Bdgt 18-19	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	\$2,271,850	\$146,455	\$151,105	\$155,699	\$154,120									\$607,379	\$1,664,471
4	1200's	SPED	\$448,400	\$28,414	\$31,619	\$37,541	\$41,021									\$138,594	\$309,806
5	2100's	Sup Ser Pupils	\$368,400	\$32,027	\$10,036	\$11,897	\$46,600									\$100,560	\$267,840
6	2200's	Sup Ser Staff	\$351,000	\$21,760	\$17,438	\$14,964	\$13,884									\$68,046	\$282,954
7	2310's	Board	\$59,100	\$1,144	\$581	\$8,132	\$3,019									\$12,875	\$46,225
8	2320's	Exec Admin	\$173,900	\$12,154	\$12,135	\$12,241	\$11,920									\$48,451	\$125,449
9	2400's	Principal	\$271,600	\$20,703	\$19,931	\$20,759	\$19,961									\$81,353	\$190,247
10	2500's	Super/Business	\$178,400	\$10,458	\$9,546	\$7,991	\$10,524									\$38,519	\$139,881
11	2600's	Main & Oper	\$747,950	\$41,340	\$35,457	\$49,974	\$58,286									\$185,058	\$562,892
12	2700's	Reg Trans	\$350,600	\$30,976	\$19,252	\$24,647	\$20,400									\$95,274	\$255,326
13	2760's	SPED Trans	\$2,600	\$0	\$0	\$0	\$0									\$0	\$2,600
14	3000's	HAL & Community	\$40,000	\$2,058	\$51	\$1,391	\$226									\$3,726	\$36,274
15	3500's	State Categorical	\$18,000	\$226	\$0											\$226	\$17,774
16	4500's	Building Acquisition															
17	6000's	Federal	\$157,200	\$11,016	\$11,057	\$8,696	\$8,628									\$39,397	\$117,803
18	1300's	Summer School	\$4,000														\$4,000
19	8000's	Transfers	\$55,000														\$55,000
20	9000's	Non-Program															
21																	
22	Total		\$5,498,000	\$358,731	\$318,209	\$353,931	\$388,588										
23																	
24	Total Monthly Expenses:																
25	General		\$4,867,800	\$319,075	\$275,533	\$307,694	\$338,939	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,241,241	\$3,626,559
26	SPED		\$451,000	\$28,414	\$31,619	\$37,541	\$41,021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138,594	\$312,406
27	Federal		\$157,200	\$11,016	\$11,057	\$8,696	\$8,628	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,397	\$117,803
28	Total		\$5,476,000	\$358,505	\$318,209	\$353,931	\$388,588	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,419,232	\$4,056,768
29																	
30	Total Yearly Expenses:																
31	General		\$4,812,800	\$319,075	\$594,608	\$902,302	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$1,241,241	\$3,571,559
32	SPED		\$451,000	\$28,414	\$60,033	\$97,574	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$138,594	\$312,406
33	Federal		\$157,200	\$11,016	\$22,073	\$30,769	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$39,397	\$117,803
34	Total		\$5,421,000	\$358,505	\$676,714	\$1,030,644	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$1,419,232	\$4,001,768
35																	
36	Total Unencumbered:																
37	General		\$4,867,800	\$4,548,725	\$4,273,192	\$3,965,498	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559	\$3,626,559		
38	SPED		\$451,000	\$422,586	\$390,967	\$353,426	\$312,406	\$312,406	\$312,406	\$312,406	\$312,406	\$312,406	\$312,406	\$312,406	\$312,406		
39	Federal		\$157,200	\$146,184	\$135,127	\$126,431	\$117,803	\$117,803	\$117,803	\$117,803	\$117,803	\$117,803	\$117,803	\$117,803	\$117,803		
40	Total		\$5,476,000	\$5,117,495	\$4,799,286	\$4,445,356	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768	\$4,056,768		
41																	
42	Gen Budget Avg Spend Down			\$4,462,312	\$4,056,338	\$3,650,850	\$3,244,875	\$2,839,388	\$2,433,900	\$2,028,412	\$1,622,438	\$1,216,950	\$811,462	\$405,488	\$0		
43	Total Budget Avg Spend Down			\$5,040,017	\$4,581,483	\$4,123,500	\$3,664,967	\$3,206,983	\$2,749,000	\$2,291,017	\$1,832,483	\$1,374,500	\$916,517	\$457,983	\$0		

CERTIFICATE OF POSTING

The undersigned hereby certifies that a copy of the Notice of Meeting of the Board of Education of Kearney County School District 0001 (Wilcox-Hildreth Public Schools) in the State of Nebraska (the "District"), held at 7:00 a.m. on Monday, December 17, 2018, in the High School Media Center, 613 Nelson Street, in Wilcox, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the ____ day of December, 2018.

Dated this 17th day of December, 2018.

Title

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice of Meeting is posted.

ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING

The undersigned members of the Board of Education of Kearney County School District 0001 (Wilcox-Hildreth Public Schools) in the State of Nebraska hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 a.m. on Monday, December 17, 2018, in the High School Media Center, 613 Nelson Street, in Wilcox, Nebraska.

DATED this 17th day of December, 2018.

December 17, 2018
Wilcox, Nebraska

A meeting of the Board of Education (the "Board") of Kearney County School District 0001 (more commonly referred to as Wilcox-Hildreth Public Schools) in the State of Nebraska (the "District") was held at 7:00 a.m. on Monday, December 17, 2018, in the High School Media Center, 613 Nelson Street, in Wilcox, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date, and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting.

The President of the Board, _____, presided, and the Secretary of the Board, _____, recorded the proceedings. On roll call the following Board Members were present: _____

_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The President of the Board publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Proceedings)

* * * * *

Board Member _____ introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION RATIFYING, CONFIRMING AND APPROVING THE FORMATION OF THE WILCOX-HILDRETH EDUCATIONAL FACILITIES LEASING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION IN PROVIDING FOR THE FINANCING OF EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING KEARNEY COUNTY SCHOOL DISTRICT 0001 (WILCOX-HILDRETH PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA TO UNDERTAKE ONE OR MORE LEASE OR LEASE-PURCHASE FINANCINGS FOR THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF CERTAIN EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT AND THE CORPORATION OF DOCUMENTS RELATING TO SUCH FINANCINGS; AUTHORIZING DISTRICT OFFICERS AND CORPORATION OFFICERS TO DETERMINE THE AMOUNT, PAYMENTS AND DATES, EFFECTIVE INTEREST RATES, PREPAYMENT PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH FINANCINGS, ALL SUBJECT TO THE PARAMETERS SET FORTH HEREIN; DESIGNATING THE FINANCINGS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE FINANCINGS; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called and the

following Members of the Board voted in favor of the passage and adoption of said Resolution:

_____.

The following Members of the Board voted against the same: _____.

The following Members of the Board were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the members of the Board,
the same was by the President declared passed and adopted.

* * * * *

(Other Proceedings)

* * * * *

Moved to adjourn.

DATED THIS 17th day of December, 2018.

ATTEST:

President, Board of Education

Secretary, Board of Education

ATTACHMENT 1

ADVANCE PUBLICIZED NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

ATTACHMENT 3
AUTHORIZING RESOLUTION

A RESOLUTION RATIFYING, CONFIRMING AND APPROVING THE FORMATION OF THE WILCOX-HILDRETH EDUCATIONAL FACILITIES LEASING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION IN PROVIDING FOR THE FINANCING OF EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING KEARNEY COUNTY SCHOOL DISTRICT 0001 (WILCOX-HILDRETH PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA TO UNDERTAKE ONE OR MORE LEASE OR LEASE-PURCHASE FINANCINGS FOR THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF CERTAIN EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT AND THE CORPORATION OF DOCUMENTS RELATING TO SUCH FINANCINGS; AUTHORIZING DISTRICT OFFICERS AND CORPORATION OFFICERS TO DETERMINE THE AMOUNT, PAYMENTS AND DATES, EFFECTIVE INTEREST RATES, PREPAYMENT PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH FINANCINGS, ALL SUBJECT TO THE PARAMETERS SET FORTH HEREIN; DESIGNATING THE FINANCINGS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE FINANCINGS; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF KEARNEY COUNTY SCHOOL DISTRICT 0001 (WILCOX-HILDRETH PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Kearney County School District 0001 (Wilcox-Hildreth Public Schools) in the State of Nebraska (the “**District**”) hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III school district pursuant to Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of more than one thousand and less than one hundred fifty thousand inhabitants, including such adjacent territory as may be included therein for school purposes.

(b) The District presently has need to improve its educational facilities and to utilize additional educational facilities, all for use by the District.

(c) Pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the District is authorized to enter into a lease or lease-purchase agreement for the exclusive use of its individual jurisdiction for such buildings or equipment as the Board determines necessary. Such lease or lease-purchase agreements

may not exceed a period of seven years, and all payments pursuant to such leases shall be made from current funds in the District's building fund and/or its general fund.

(d) It is necessary, desirable, advisable and in the best interest of the District to acquire, construct, furnish and equip an addition to the District's existing facilities, such addition to include a new gymnasium and lockers, a commons and serving kitchen, a science room, an administration/reception entry area, and related renovations and code upgrades, all for use by the District. Such addition may be completed as a single project or multiple projects (each, a "**Project**" and collectively, the "**Projects**").

(e) The Wilcox-Hildreth Educational Facilities Leasing Corporation (the "**Leasing Corporation**"), a nonprofit corporation duly organized and existing under the Nebraska Nonprofit Corporation Act, Chapter 21, Article 19, Reissue Revised Statutes of Nebraska, as amended (the "**Nonprofit Act**"), has been organized to benefit and carry out the purposes of the District by providing for the acquisition, construction, improvement, repair, renovation and financing of public sites, buildings, facilities, furnishings and equipment for use by the District, including the Projects.

(f) Under applicable Internal Revenue Code of 1986, as amended (the "**Code**"), and related regulations and rulings thereunder, and under the statutes of the State of Nebraska (the "**State**") relating to sales taxation and real property taxation, approval by the Board of the formation of the Leasing Corporation and the financings described herein is required in order that (i) the interest on such financings be exempt from federal income taxes, which exemption will reduce the Leasing Corporation's interest costs and thereby reduce the Rental Payments to be made by the District pursuant to a Lease Agreement, (ii) the purchase of any building materials and Equipment will be exempt from State sales taxation and (iii) those portions of the Projects consisting of real property will not be subject to State real property taxation.

(g) The Code further provides that in order for the interest on any financing described herein to be exempt from federal income taxes, the Board must agree that the District will accept delivery of full legal and unencumbered title to each Project upon the final maturity of the financing (or sooner, upon the exercise of the purchase option set forth in the Lease Agreement).

(h) To finance one or more of the Projects, it is in the best interest of the District to (i) enter into one or more lease or lease-purchase agreements with the Leasing Corporation or, if determined by an Authorized Officer (as hereinafter described to be in the best interest of the District, one or more banks or other financial institutions (each, including the Leasing Corporation, a "**Lessor**"), pursuant to which such Lessors will acquire, construct, furnish and equip one or more Projects and lease said Projects to the District in exchange for lease or lease-purchase payments to be made by the District, all in accordance with the Act, (ii) enter into one or more lease or lease-purchase financings with one or more Lessors, pursuant to which such Lessor or Lessors will issue certificates of participation (the "**Certificates**"), representing proportionate interests in the lease or lease-purchase payments to be made by the District pursuant to a lease or lease-purchase agreement, and will acquire the equipment, furniture and other apparatus relating to the Project (the "**Equipment**") using the proceeds from the sale of the Certificates, and/or

(iii) enter into one or more lease or lease-purchase agreements with a nonprofit leasing corporation, pursuant to which the leasing corporation shall obtain a loan or other financing from one or more banks or other financial institutions in order to acquire, construct, equip and improve one or more of the Project, shall acquire the Equipment relating to the Project and shall lease said Project and Equipment to the District, but subject to the terms, parameters and conditions set forth herein. Such lease or lease-purchase agreements are referred to herein as a “**Lease Agreement**” or “**Lease Agreements**”.

(i) Pursuant to each Lease Agreement, the District shall make payments to each Lessor (the “**Lease Payments**”) from current building funds and general funds of the District. Each Lease Agreement will provide the District with a right of non-appropriation in any fiscal year with respect to the Lease Payments. If for any fiscal year the District fails to appropriate moneys to make Lease Payments in connection with a Lease Agreement, such Lease Agreement will terminate and the District will lose the right to operate and occupy such Project.

(j) It is necessary that the District adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the Lease Agreements.

(k) All conditions, acts, and things required by law to exist or to be done precedent to the District undertaking the financing described herein pursuant to the Act do exist and have been done as required by law.

Section 2. The Board hereby ratifies, confirms and approves all actions previously taken with respect to the financing of the Projects, including the Equipment. The Board further authorizes the District to undertake the financing of one or more of the Projects, subject to the parameters set forth herein.

Section 3. The Board ratifies, confirms and approves the formation of the Leasing Corporation, including all action previously taken with respect thereto, and delegates to the President, the Vice President, the Secretary, the Treasurer and the Superintendent (each, including any person authorized to sign on his or her behalf, an “**Authorized Officer**”), or any individually, the authority to take any and all additional actions necessary relating to such formation. The Leasing Corporation will engage in activities that are essentially public in nature; the purposes and activities of the Leasing Corporation are those permitted under the Nonprofit Act; and any Project financed by the Leasing Corporation will be located within the geographic limits of the District. The District will have a beneficial interest in the Leasing Corporation and will have exclusive beneficial possession and use of each Project so long as any Lease Agreement relating thereto is unpaid and/or outstanding. The Leasing Corporation will perform activities which otherwise would be responsibility of the District.

Section 4. The Authorized Officers, or any individually, are hereby authorized, empowered and directed to (i) execute and deliver one or more Lease Agreements, one or more Site Leases, License and Easements or similar agreements, pursuant to which the District may lease to the Lessor or Lessors the real property on which the Project or Projects will reside, or grant to the Lessor or Lessors a license and easement with respect to such real property, one or

more Federal Tax Certificates, pursuant to which the District will make certain representations and covenants related to the exclusion of the interest portions of the Lease Payments from gross income for purposes of federal income taxation, and all other necessary documents in connection with undertaking the lease-purchase financing as permitted by the Act (collectively, the “**Lease Documents**”), for and on behalf of the District, including any necessary counterparts, in form and substance acceptable to the Authorized Officers, or any individually, but subject to the terms, parameters and conditions set forth herein and (ii) approve the form and content of any request from a Lessor of the terms and parameters associated with the lease-purchase financing of the Project or Projects and or any offering document relating to the offering of Certificates to finance any Equipment, if applicable. The Authorized Officers, or any individually, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

Section 5. The Board hereby authorizes and directs the Authorized Officers, or any individually, to determine (a) the description of each Project, (b) the principal amount of each Lease Agreement, provided that the aggregate principal amount of all Lease Agreements authorized by this Resolution shall not exceed \$6,600,000, (c) the term of each Lease Agreement, which shall not be greater than 7 years, (d) the amounts and the dates of the Lease Payments due thereunder, (e) the effective rate or rates of interest to be carried by the principal installment of each Lease Payment such that the true interest cost of any Lease Agreement shall not exceed 3.50%, (f) the prepayment provisions, if any, (g) the terms and provisions of the Lease Documents, (h) the identity of the Lessor or Lessors, if other than the Leasing Corporation, (i) the terms and provisions of any Certificates and (j) such other terms and provisions relating to the Lease Agreement; provided that the Lease Agreement and the other Lease Documents may not have such terms and conditions which conflict with or exceed the parameters set forth in this Resolution. Such determinations and approvals shall be set forth in the particular Lease Agreement.

Section 6. With respect to any Lease Agreement to which the Lessor is the Leasing Corporation, for the purpose of providing funds to acquire, construct, equip and furnish the Projects, the Board does hereby approve the Leasing Corporation entering into one or more loans and/or issuing Certificates, as applicable, and one or more Lease Agreements with the District and the execution by the officers of the Leasing Corporation of all documents relating to such loan and/or Certificates, but subject to the parameters set forth in Section 5 hereof.

Section 7. Payment by the District to the Lessors of the Lease Payments due from time to time pursuant to each Lease Agreement is hereby authorized and directed, subject, however, to annual budgeting and appropriation by resolution of this Board as provided by each Lease Agreement. Such payments shall be made from current building funds and/or general funds derived from property taxes and other available funds.

Section 8. Each Lessor and any participant shall be a financial institution authorized to exercise trust powers within the State of Nebraska (the “**State**”), a commercial leasing entity authorized to transact business in the State or the Leasing Corporation or other Nebraska nonprofit leasing corporation created under Nonprofit Act. As necessary, the Lessors shall accept the assignment from the District of all construction contracts, design/builder contracts, purchase orders and other related contracts and shall further agree to assume the obligations to make

payments to the contractors, materialmen and equipment suppliers under such contracts and related subcontracts and purchase orders relating to the Project or Projects and/or Equipment, as applicable, provided that the District shall retain the authority to supervise the construction and equipping of the Project or Projects to the extent that such functions are to be performed by the “Owner” under any such contracts.

Section 9. The Board hereby agrees that the District will accept delivery of full legal and unencumbered title to the Projects upon the payment in full or earlier redemption of the Lease Agreements.

Section 10. First National Capital Markets, Inc., whether acting in the capacity of a placement agent in connection with a private placement of each Lease Agreement or the capacity of an underwriter in connection with a public offering of the Certificates, shall receive a fee or discount that is mutually agreeable to the District and First National Capital Markets, Inc.

Section 11. The Authorized Officers, or any individually, and, if applicable, each officer of the Leasing Corporation, is authorized to execute and deliver for and on behalf of the District any and all additional certificates, documents, opinions or other papers and perform all other acts, including, without limitation, only to the extent as permitted by State law the execution, delivery and filing of any financing statements or any other documents to create and maintain a security interest in the properties and revenues pledged under each Lease Agreement and any related documents as may be required by the documents set forth above or as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Resolution.

Section 12. The obligations of the District under any Lease Agreement shall not constitute an indebtedness of the District or any agency thereof within the meaning of any constitutional or statutory limitation and shall not constitute a liability of or a lien or charge upon moneys or property of the District or any agency thereof, except those lawfully available moneys which the Board has budgeted and appropriated therefor during any annual fiscal period, as provided by each such Lease Agreement.

Section 13. The District hereby designates the Lease Agreements as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In addition, the District hereby represents that:

(a) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the District and all subordinate entities thereof during any single calendar year is not reasonably expected to exceed \$10,000,000; and

(b) the District and all subordinate entities thereof will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during any single calendar year, including the Lease Agreements, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Lease Agreements as

“qualified tax-exempt obligations” will not be adversely affected by such issuance.

The Authorized Officers, or any individually, is authorized to take such other action as may be necessary to make effective the designation in this Section 13.

Section 14. (a) The District (i) shall comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, and all related Regulations, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest portion of each of the Lease Payments and (ii) will not use or permit the use of any proceeds of any of the Lease Agreements or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of any of the Lease Payments.

(b) The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of each of the Lease Agreements are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

Section 15. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 16. All resolutions, orders and other instruments, or parts thereof, in conflict with this Resolution are hereby repealed only to the extent of such conflict.

Section 17. This Resolution shall be in force and take effect from and after its passage as provided by law.

DATED THIS 17th day of December, 2018.

ATTEST:

President, Board of Education

Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the execution and delivery of each of the Lease Agreements, the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest portion of each of the Lease Payments. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of execution and delivery of each of the Lease Agreement with respect to the use of the gross proceeds of such Lease Agreement and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in each of the Lease Agreement documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of each of the Lease Agreements, the investment and expenditure of the proceeds and the assets financed or refinanced with the proceeds of each such Lease Agreement over its life.

Designation of Responsible Person

The Superintendent of the District shall maintain an inventory of the assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Lease Agreement-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond and/or tax counsel and other legal counsel and advisors, as needed, throughout the Lease Agreement execution process to identify requirements and to establish procedures necessary or appropriate so that each of the Lease Agreements will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before execution of each of the Lease Agreements. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of each of the Lease Agreements.

The District also shall consult with bond and/or tax counsel and other legal counsel and advisors, as needed, following execution of each Lease Agreement to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of each Lease Agreement-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Lease Agreement.

Unless otherwise provided by the resolution or other authorizing documents relating to each Lease Agreement, unexpended proceeds shall be held in a segregated account by a trustee, and the investment of proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Lease Agreement, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Lease Agreement, and no later than 60 days after the last installment payment is paid;
- during the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of each of the Lease Agreements; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the execution of each Lease Agreement, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Lease Agreement).

Use of Proceeds and Lease Agreement-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of proceeds and the use of each Lease Agreement-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of each Lease Agreement to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each Lease Agreement, including a final allocation of proceeds as described below under “Record Keeping Requirements”;
- consulting with bond and/or tax counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of each Lease Agreement-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of each Lease Agreement-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for each Lease Agreement-financed or refinanced assets to identify and discuss any existing or planned use of each Lease Agreement-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of proceeds and each Lease Agreement-financed or refinanced assets will or may be violated, consulting promptly with bond and/or tax counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified Lease Agreements, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the execution of each Lease Agreement, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of each Lease Agreement (including refunding obligations, if any) plus at least three years:

- a copy of the Lease Agreement closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of each Lease Agreement, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for proceeds and evidence as to the amount and date for each draw down of proceeds, as well as documents relating to costs paid or reimbursed with proceeds and records identifying the assets or portion of assets that are financed or refinanced with proceeds, including a final allocation of proceeds;
- a copy of all contracts and arrangements involving the use of each Lease Agreement-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to each Lease Agreement; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

5001

Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

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

Attendance Officer

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

Excused Absences

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

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

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

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5016

Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School administrators" include attorneys, members of law enforcement acting on behalf of the school district as well as third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. No other person shall have access thereto nor shall the contents thereof be divulged in any manner to any unauthorized person. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are

working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5017

Routine Directory Information

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

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

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

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information

by filing a written objection with the district.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5018

Parent and Guardian Involvement In Education Practices

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

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

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

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

- c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the

NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5019
Communicating with Parents

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing, either through communication from the school or through parental access to the district's student information system. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail, electronic communication, telephone calls, by personal contact or other appropriate method. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school. By providing the school district with their telephone number(s), parents agree to receive notifications from the school district's automatic notification system.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5020
Rights of Custodial and Non-Custodial Parents

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

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

The district will not restrict the access of custodial and non-custodial parents to their students and their students’ records, unless the district has been provided a copy of a court order that unambiguously prohibits access to the records or child by either parent. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent’s request unless it has been denied by the courts.

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

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

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

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

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

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

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

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

School Related Criminal Activity

This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

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

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

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

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

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

Non-School Related Criminal Activity

Law enforcement officials may not question students at school.

Taking a Student into Custody

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

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

Child Abuse and Neglect

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

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

Student Records

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5023

Student Illness

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5024 Medication of Students

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

1. Prescription medication

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

2. Non-prescription medication

- a. Parents/guardians must provide written permission for the administration of the medication
- b. The medication must be brought to the school in the manufacturer's container.
- c. The container must be labeled with the child's name and with directions for provision or administration of the medication

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

school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5025
Student Insurance

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5026

Sex Discrimination and Sexual Harassment of Students

I. Sex Discrimination

- A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
- B. Any individual who believes he or she is being discriminated against on the basis of race, color, national origin, sex, marital status, disability, or age may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

II. Sexual Harassment

- A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
- B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:
- C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

- D. A student who feels he or she has been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.
- E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions

- A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.
- B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
- C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5028

Initiations and Hazing

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5030
Dating Violence

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031
Student Appearance

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5032
Closed Campus

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5033
Student Driving and Parking

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. The speed limit on school property is 5 miles per hour. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5034
Handbooks

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

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

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

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

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by

- accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
 5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
 6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
 7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
 8. Engaging in bullying as defined in section 79-2,137 and in these policies;
 9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
 10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
 11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff

- members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
- b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to;

continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- k. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

- b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of state law that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of state law that endangers the health and welfare of staff or students;
5. It is a violation of state law that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: _____

Revised on: _____
Reviewed on: _____

5036
Lockers

Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5037
Student Internet and Computer Access

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

I. Student Expectations in the Use of the Internet

A. Acceptable Use

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

B. Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district

without the express written permission of the system administrator.

8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

II. Enforcement

A. Methods of Enforcement

The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.

The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

Due to the nature of filtering technology, the filter may at times filter

pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.

The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:

- a. Loss of computer privileges;
- b. Short-term suspension;
- c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
- d. Other discipline as school administration and the school board deem appropriate.
- e. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

Children's Online Privacy Protection Act (COPPA)

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5039
Fundraising Activities

All fundraising activities shall require authorization by an administrator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5040
Work Permits

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5041
Student Government

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation and scope of the student government shall be administered by the superintendent or designee.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5042

Bulletin Boards

Bulletin boards and other electronic publishing spaces of the district may be provided for the use of students and student organizations for purposes of notifications related to student activities and student groups. The following general limitations apply to all posting or publishing:

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5043
School-Sponsored Publications

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5044

Safe Pupil Transportation Plan

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

1. Emergency Procedures

a) Mechanical breakdown

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

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

b) Injuries/Medical Emergencies

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

c) Severe Weather

1) Tornadoes.

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

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

2) **Winter Weather**

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

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

d) **Weapons, Hazardous Substances and Dangerous Contraband**

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

e) **Terroristic Threat**

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

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

f) **Emergency Incident Reports**

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

2. **Drop-off**

Drivers will drop students off at a location pre-determined through communication between the school district and

parents/guardians. In the event the drop-off location is uncertain or appears to be unsafe, the driver will communicate with school staff in the building to seek additional guidance.

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

3. **Evacuation of Students With Disabilities**

The transportation supervisor, in consultation with bus drivers and members of the administrative team, shall develop a written emergency evacuation plan for each bus route. The plan shall include an assessment of each student's ability to evacuate himself or herself as well as his or her ability to assist others. Disabled students should practice their evacuation skills as required of their non-disabled peers if possible during evacuation drills. Students or other individuals who will be assisting disabled students evacuate during emergencies should practice this skill during evacuation drills. Drivers or students who will be assisting with the evacuation process should be familiar with any equipment on the bus that would aid in the actual evacuation.

4. **Student Behavior on School Vehicles**

Riding school vehicles is a privilege, not a right. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles.

a) **Rules of Conduct on School Vehicles:**

- 1) Students must obey the driver promptly.
- 2) Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
- 3) Students are prohibited from fighting, engaging in bullying, harassment or horseplay.
- 4) Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
- 5) Students must remain seated and keep aisles and exits clear while the vehicle is moving.

- 6) Students are prohibited from throwing or passing objects on, from, or into vehicles.
- 7) Students may not use profane language, obscene gestures, tobacco, alcohol, drugs or any other controlled substance on the vehicles.
- 8) Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items or animals onto the vehicle.
- 9) Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
- 10) Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
- 11) Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
- 12) Student must respect the rights and safety of others at all times.
- 13) Students must help keep the vehicle clean, sanitary and orderly. Students must remove all personal items and trash upon exiting.
- 14) Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
- 15) Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

b) **Consequences**

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include:

- 1) Note home to parents
- 2) Suspension of bus riding privileges

- 3) Exclusion from extracurricular activities
- 4) In-school suspension
- 5) Short term or long term suspension from school
- 6) Expulsion

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

c) **Records**

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5045 Student Fees

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

A. Definitions.

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

B. Listing of Fees Charged by this District.

1. Guidelines for Clothing Required for Specified Courses and Activities.

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

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

3. Personal or Consumable Items.

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

5. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the

usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

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

- Student activity card-Prices will be set annually and listed in the Student Handbook.
- Student participation fee-Prices will be set annually and listed in the Student Handbook.
- Future Business Leaders of America. Prices will be set annually and listed in the Student Handbook
- National Honor Society-No current fee
- Cheerleading, Drill Team, Flag Corps. Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$800.00
- Football students must provide their own football shoes, undergarments, and mouth guards
- Golf students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, Wrestling students must provide their own and Basketball shoes and undergarments
- Future Farmers of America student must purchase their own jackets and pay dues which are set annually

6. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

7. Transportation Costs.

The district provides free transportation to and from school for resident students under state guidelines. In case of Option Enrollment, the district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

8. Copies of Student Files or Records.

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

The district will charge a fee of up to \$.10 per page for reproduction of student records.

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

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

10. Participation in Summer School or Night School.

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

11. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club

or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

Breakfast and lunch prices will be set annually and will be listed in the Student Handbook.

12. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes.

13. Contributions for Junior and Senior Class Extracurricular Activities.

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

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

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

E. Voluntary Contributions to Defray Costs.

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

F. Fund-Raising Activities

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

G. Student Fee Fund.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5046
Secret Organizations

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5049 Firearms and Weapons

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term “weapon” means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term “firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5050
Reporting Related to Exempt (Home) Schools

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5052 School Wellness Policy

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

1. Goals for Nutrition Promotion and Education

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

2. Goals for Physical Activity

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

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - i. USDA National School Lunch and School Breakfast nutrition standards

ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

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

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

6. Food and Beverage Marketing

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

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

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

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

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.

b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:

(1) It shall not be sold in competition with school meals in the food service area during the meal service.

(2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.

(3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements

(4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or

concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

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

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

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

10. Public Notice

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

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

11. Recordkeeping

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

12. Operational Responsibility

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

report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5053

Self-Management of Diabetes or Asthma/Anaphylaxis

Upon receiving the written request of a student's parent or guardian and the written medical authorization described in the applicable provisions below, , the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis (referred to herein as "medical condition").

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

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

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

responsible for any and all costs associated with any injury to school personnel or another student resulting from the a student's misuse of necessary medical supplies.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5054 Student Bullying

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

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational

impact and, if appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5055
Enrollment in Kindergarten

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

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

The recognized assessment procedure(s) approved by the board [is/are] the [Developmental Test of Kindergarten Readiness - Second Edition (DTKR-II) by ProEd] [Kindergarten Readiness Test (KRT) by Scholastics].

The board delegates to the elementary principal responsibility for determining whether the conditions of this policy have been met.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5056
Free Expression by Students

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5057 District Title I Parent and Family Engagement Policy

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

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

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

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

provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5059
Emergency Medical Treatment

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5060 Animals

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

School District Inquiries. School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

Health and Vaccination. The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents

or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5061 Therapy Dogs

The school district supports the use of therapy dogs by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

Therapy Dog. A "therapy dog" is a dog that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not "service animals" as that term is used in the American with Disabilities Act. The dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are personal property of the teacher or employee and are not owned by the school district.

Therapy Dog Standards and Procedures. The following requirements must be satisfied **before** a therapy dog will be allowed in school buildings or on school grounds:

Request. An Owner who wants to bring a therapy dog to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy dog will be used.

Training and Certification. The Owner must submit the American Kennel Club's Canine Good Citizen Certification or its equivalent as determined by the Superintendent. The certification must remain current at all times.

Health and Vaccination. The therapy dog must be clean, well groomed, in good health, house broken, and immunized against diseases common to dogs. The Owner must submit proof of current licensure from the local licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian.

Control. A therapy dog must be under the control of the teacher or school employee through the use of a leash or other tether unless the use of a leash or other tether would interfere with the therapy dog's safe, effective performance of its work or tasks. However, the therapy dog must be under the owner's control at all times.

Identification. The therapy dog must have appropriate identification identifying it as a therapy dog.

No Disruption. The therapy dog must not disrupt the educational process by barking, seeking attention, or any other behavior.

Health and Safety. The therapy dog must not pose a health and safety risk to any student, employee, or other person at school.

Supervision and Care of Therapy dogs. The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy dog.

Authorized Area(s). The Owner shall only allow the therapy dog to be in areas in school buildings or on school property that are authorized by school district administrators.

Insurance. The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy dog while on school property.

Exclusion or Removal from School. A therapy dog may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy dog;
- (2) The therapy dog is not housebroken;
- (3) The therapy dog presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy dog from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries. The Owner of a therapy dog is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy dog.

Therapy dog in Training. This policy shall also be applicable to therapy dogs in training that are accompanied by a bona fide trainer.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5062
Lice and Nits

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

5063

Audio and Video Recording

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

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

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

Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district’s appropriate use and student discipline policies.

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

- (1) For their convenience after providing notice to the classroom

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

5064
Title I Supplement, Not Supplant

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5065 Bed Bugs

Students found to have bed bugs will be removed from the classroom and inspected by the school nurse. Any bugs found should be removed and collected for identification. If an active bed bug is discovered, the student's parent(s) or guardian(s) will be notified, and prompt, proper treatment will be required. Any other students residing in the same household or otherwise at risk of infection should be inspected as soon as possible after the initial diagnosis.

The student may be excluded from school on the day of the diagnosis and will continue to be excluded from school until the parent(s) or guardian(s) have confirmed that successful treatment has occurred.

If bed bugs are found in a classroom or elsewhere in the building, the school will notify parent(s) and guardian(s) of all students so that the students' clothing and other belongings may be inspected before bringing them into the home. The school will not be closed due to a bed bug presence. If pest management is necessary, it will be provided to affected areas of the school.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5066

Early Graduation

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5067
Student Assistance Team Process

Pursuant to the Rules of the Nebraska Department of Education, the school district uses general education student assistance teams (SATs). SATs consider and create problem-solving and intervention strategies to assist classroom teachers to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

All teaching staff must:

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made and entered into by and between the BOARD OF EDUCATION (hereinafter the "Board") of WILCOX-HILDRETH SCHOOL DISTRICT 50-0001, NEBRASKA, (hereinafter the "District") and Shannon Lovin, (hereinafter the "Administrator").

WITNESSETH:

NOW, THEREFORE, the Board and the Administrator, for an in consideration of the terms hereinafter established, have agreed and do hereby agree, as follows:

I. TERM

1.1 The Board by and on behalf of the District does hereby employ the Administrator, and the Administrator does hereby accept employment as PK-12 Principal/Activities Director for the District commencing on or about August 1, 2019 and ending on or about June 30, 2021, and include 11 months of service.

1.2 If the Board desires to consider the amendment of this Contract, the Board shall provide written notification to the Administrator on or before April 15 of each year of this Contract, of its desire to consider the amendment of this Contract. If the Board desires to consider the non-renewal or termination of this Contract at the end of the term of this Contract, the Board shall provide written notice of its intent to consider non-renewal by April 15 of each year of the contract.

II. EMPLOYMENT

2.1 Duties. The Administrator's duties shall be as prescribed for the position by policy, job description, rule, regulation, and the directives of the Board or a superior administrator. The Administrator shall perform these duties in accordance with all directives, standards, and goals established by the Board and the Administrator; state and federal law; district policy; rules; and regulations as they exist or may hereafter be adopted or amended. The Administrator shall faithfully perform all duties; shall devote full time, skill, labor, and attention to his/her position throughout the term of this Contract; and shall perform all acts and services in the best interest of the District. The Administrator shall perform his/her duties for the District with reasonable care, skill, and expertise and in good manner.

2.2 Professional Status. Throughout the term of this Contract, the Administrator shall hold a valid and appropriate certificate issued by the Nebraska Department of Education to act as a principal in the State of Nebraska, and shall register the certificate in the office of the Administrator. The Administrator affirms that he/she is not under contract with another School District covering any part of the term of this Contract.

2.3 Consultation and Other Activities. With the prior approval of the Board, the Administrator may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for other entities; provided, however, that none of such extra activities interfere with the

efficient operation of the District or otherwise operate to the detriment of the District. Any days used for outside activities for which the Administrator would be compensated will be deducted from the Administrator's contract time or as approved by the Superintendent

2.4 Professional Development. With the Board's prior approval, the Administrator shall continue his/her professional development by attending appropriate professional meetings at the local, state, and national levels. The expense of such attendance shall be paid by the District to an aggregate maximum not to exceed amounts allocated therefore in the budget approved by the Board for the year during the term of this Contract.

2.5 Reassignment. The Administrator cannot be reassigned from his/her position to another position, without the Administrator's express written consent or through amendment of the Administrator's contract pursuant to state law.

III. COMPENSATION

3.1 Salary. The District shall provide the Administrator with an annual salary of Ninety Two Thousand Dollars (\$ 92,000) for the school year 2019-2020, and Ninety Five Thousand Dollars (\$95,000) for the school year 2020-2021. The annual salary shall be paid to the Administrator in installments in accordance with the policy of the Board regarding payment of administrators employed by the District.

3.2 Deductions. This Contract shall conform to the regulation governing deductions from the above-state compensation with reference to withholding tax, social security, and retirement. Other deductions may be withheld as agreed by the Board and Administrator.

3.3 Payment of Professional Dues. The District shall pay the Administrator's reasonable professional dues annually. The Board shall have sole discretion in determining the reasonableness of professional dues.

3.4 Other Benefits.

- A. Health and Disability Insurance. The Administrator shall be entitled to the health insurance coverage and long term disability insurance coverage provided by the teacher negotiated agreement.
- B. Transportation. The Board shall provide the Administrator with out of town transportation required in the performance of his/her official duties. Should unusual circumstances exist which require the Administrator to use the Administrator's own vehicle out of town, the District shall reimburse the Administrator for the use of a personal vehicle at the legal established rate.
- C. Cell Phone: The district will reimburse the High School Principal at the rate of \$50 per month for use of his personal cell phone.

IV. Leave

4.1 Sick Leave. The Administrator shall be entitled to ten (10) sick leave days for the first year of employment and 5 additional days after the first year accumulating to 30 days. The Administrator may use such leave for the illness of a member of the immediate family. The immediate family shall include a mother, father, spouse, son, daughter, sister, brother, mother or father of a spouse, or grandparents and grandchildren. Such leave shall not accrue from one year to the next and no cash reimbursement shall be paid.

4.2 Bereavement Leave. Administrator shall be entitled to five days of bereavement leave per year.

4.3 Personal Leave. Administrator shall be entitled to four days of personal leave.

4.4 Records of Leave. The Administrator shall keep business records of all days of vacation or sick leave actually taken, and shall regularly advise the Board as to any such leave the Administrator has taken.

4.5 Other Leave. The Administrator shall be allowed the usual holidays which the District generally recognizes during the course of each Contract year.

4.6 Upon termination of this Agreement, no amount shall be paid for any unused leave days.

V. REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Superintendent shall evaluate and assess in writing the performance of the Administrator at least twice during each year of probationary employment. The first evaluation shall be conducted on or before December 15 of each year of the probationary contract and a second before May 15 of each year of the probationary contract unless otherwise mutually agreed to by the Administrator and the Superintendent so long as an evaluation occurs in each of the two semesters or otherwise complies with Nebraska law.

After the Administrator successfully serves the probationary period or if the Administrator already has served the probationary period, the Administrator shall be evaluated at least once during the school year. This evaluation will be completed prior to April 15 of each school year.

5.2 Evaluation Format and Procedure. The evaluation format and procedure shall generally be in accordance with the Board's policies, and state and federal law.

VI. RENEWAL/NON-RENEWAL

6.1 Automatic Renewal of Contract. This Contract shall automatically renew for one year from the ending date as set forth in Paragraph 1.1 above, unless the Board takes action on or before April 15 to non-renew or terminate the automatic renewal provision.

6.2 Formal Renewal. If the Administrator has received favorable evaluations from the Superintendent, his or her contract shall be formally renewed and the Principal's salary shall increase by terms agreed upon by the Superintendent and approved by the Board of Education.

6.3 Non-renewal. Non-renewal and termination shall be in accordance with Board policy and/or state law.

VII. TERMINATION OF ADMINISTRATOR'S CONTRACT

7.1 Expiration of Term. Provision of this contract shall expire at the conclusion of the term set out above.

7.2 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Administrator and the Board in writing, signed by both parties, upon such terms and conditions as may be mutually agreed upon.

7.3 Disability. If the Administrator is unable to perform his/her duties by reason of illness, accident, or other disability beyond his/her control, or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, cancel or terminate this Contract, whereupon the respective rights, duties, and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Administrator under any insurance coverage furnished by the District.

7.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Administrator.

7.5 No Penalty for Release or Resignation. There shall be no penalty for the Administrator's release or resignation from this Contract; provided, however, no resignation shall become effective until the expiration of the Contract unless it is accepted by the Board, which shall determine the date that the resignation shall take effect.

7.6 Cancellation. The Board may cancel the Contract of the Administrator only pursuant to the terms of Nebraska law dealing with cancellation of contracts of certificated employees. In the event that the Board cancels this Contract, the Administrator shall be afforded all the rights to which he may be entitled as set forth in the Board's policies and state law.

7.7 Compensation upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Administrator. No leave shall be compensable.

VIII. MISCELLANEOUS

8.1 Controlling Law. The parties shall be governed by all applicable Nebraska laws, federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

8.2 Complete Agreement. This Contract constitutes the entire agreement between the parties hereto and cannot be modified or amended except by written agreement duly authorized and executed by the Administrator and the Board. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Administrator have been superseded by this Contract.

8.3 Severability. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Acceptance. This offer shall expire unless signed and returned to the Administrator's office no later than 4:00 p.m. on Friday, December 14, 2018.

8.5 Binding Effect. This Contract is binding on all successor Boards of the District and said Contract may not be assigned or transferred in any manner by Administrator.

EXECUTED this _____ day of December 2018.

WILCOX-HILDRETH SCHOOL DISTRICT 50-0001

By: _____
Kirk Nelson, President
of its Board of Education

Attest: _____
Secretary of its Board of Education

Shannon L. Levin
Administrator

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

December 17, 2018

To: Wilcox-Hildreth Board of Education
From: Carl Dietz, Superintendent

DISCUSSION ITEMS-See Board Agenda for two discussion items.

Superintendent's Report:

A. FINANCES

- ❖ 25.8% of the budget is spent compared to: December 2017 25%, December 2016 24%, (33% of the year complete).
- ❖ The General Fund Cash Balance was #3,231,026 on November 30 compared to \$3,542,811 last November.
- ❖ After December expenses, the General Fund balance should be about \$2.8 million.
- ❖ Through December 2018 we have spent \$1,419,475 compared to \$1,355,748 last year, \$1,372,179 two years ago, and \$1,463,290 three years ago.
- ❖ We are spending about \$11,000 more per month on payroll, but our bills have been less than last year. Based on early projections, we are still on track to spend about \$4.4 million this fiscal year.

B. BUILDINGS AND GROUNDS:

- ❖ The new playground is somewhat complete, but there are still some things we are not happy with, so we will not pay the final payment until these items are fixed.

C. NEGOTIATIONS: Elwood settled at \$34,850, Axtell settled at \$35,300, Eustis-Farnam \$35,200 and Amherst will settle at \$35,450.

D. OTHER:

1.