

**Homer Community School District**  
*Committed to excellence, inspiring greatness, exceeding expectations*  
Board of Education  
Tuesday, June 9, 2026  
7:00 PM

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**Agenda**

- I. **Opening the Meeting**
  - A. Call Meeting to Order and Notification of Open Meeting Law
    - i. Posted in the room
    - ii. Publication of Meeting was provided according to 84-1411
  - B. District Mission Statement:
- II. **Board Member Roll Call**
- III. **Excuse Absent Board Members**
- IV. **Approval of the Agenda and changes to the Agenda**
- V. **Consent Agenda**
  - A. Approval of Minutes from the May regular meeting
  - B. Approve claims and accounts
- VI. **Public Comment**
- VII. **Information Items: Reports**
  - A. Administrator reports
  - B. Superintendent report
- VIII. **Discussion Items**
- IX. **Action Items**
  - A. Consider, discuss, and take action to approve the 2026-27 school lunch prices.

- B. Consider, discuss, and take action to approve annual insurance coverage.
- C. Consider, discuss, and take action to approve staff trainings for the 2026-27 school year.
- D. Consider, discuss, and take action on Policy Updates for 2026-27

X. **Next Meeting**

XI. **Adjournment**

**NOTICES:**

**COPY OF OPEN MEETINGS ACT:** The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public.

**CHANGES TO ORDER OF AGENDA:** The Board will generally follow the sequence of the published agenda but may change the order of items when appropriate and may elect to take action on any of the items listed.

**PROCEDURES FOR PUBLIC COMMENT:**

**Getting Started:** When you have been recognized, please stand and state your name.

**Time Limit:** You may speak only one time and must limit your comments to 5 minutes or less. The total time allotted for Public Comment is 30 minutes. **At the Board's discretion, individual and total comment time may be extended.**

**Personnel or Student Topic:** If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

**General Rules:** Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated. **RECORDING OF MEETINGS:** The recording of open sessions of Board of Education meetings by the public is permissible according to section 84-1412 (Meetings of public body; rights of public; public body; powers and duties) of Nebraska law. Any public body may make and enforce reasonable rules and regulations regarding the recording of meetings. In accordance with section 84-1410, the recording of closed sessions is not permissible. Board Policy 204.12 and Administrative Regulation 204.12R describe how members of the public may participate in Board of Education meetings and use recording devices. The recording of any part of Board of Education meetings is permissible, except for closed sessions. No recording, other than note taking, shall be done without informing the president in advance. The president has the right to control the placement of the recording device so the device does not obstruct the view of board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

**CLOSED SESSION:** The Board may go into closed session for the protection of public interest or prevention of needless harm to an individual.

MINUTES OF REGULAR MEETING  
BOARD OF EDUCATION  
HOMER COMMUNITY SCHOOL  
Tuesday, May 12, 2026

A meeting of the Board of Education of Homer Community School was convened in open and public session on Tuesday, May 12, 2026 at 7:00 PM in the Library at Homer Community School, Homer, Nebraska. The following board members were present or absent:

Byron Hall: Present, Ryan Harris: Present, Samantha Johnson: Present, Tyler Kirkholm: Present, Dr. Kristina Nelsen: Present, Paul Tighe: Present.

Administration present: Superintendent Dr. Joseph Lefdal, Principal Abbie Uhl, Principal Jake Brand, and Board Secretary Amy Brand

Visitors present: Several

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

I. Opening the Meeting

I.A. Call Meeting to Order and Notification of Open Meeting Law

I.A.i. Posted in the room

I.A.ii. Publication of Meeting was provided according to 84-1411

I.B. District Mission Statement:

II. Board Member Roll Call

All members present.

III. Excuse Absent Board Members

IV. Pledge of Allegiance

V. Approval of the Agenda and changes to the Agenda

Motion was made by Dr. Kristina Nelsen and seconded by Samantha Johnson to approve the agenda as presented. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr.

Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

VI. Consent Agenda

Motion was made by Byron Hall and seconded by Ryan Harris to approve all items presented on the Consent Agenda. On roll call vote the Board voted as follows: The motion

carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr.

Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

VI.A. Approval of Minutes from the April regular meeting

VI.B. Approve claims and accounts

VI.C. Approve resignations

VI.D. Approve new hires

#### VII. Public Comment

Community members expressed concerns regarding the early end to the school year.

Additional concerns were raised about the potential impact of reducing instructional days on efforts to improve testing scores.

#### VIII. Information Items: Reports

##### VIII.A. Administrator reports

Students and staff continue to enjoy the Homer Knights Summer Countdown activities as the school year wraps up. Knights in Action Day was held on May 11 and provided valuable opportunities for community service and positive connections between elementary and secondary students. Preschool Graduation was successfully held on May 12, and the Elementary Track Meet will also take place this week. NSCAS and ACT testing data showed areas of growth and areas for continued focus, with official results embargoed until Fall 2026. At the secondary level, the Middle School Achievement and Awards Ceremony and Poetry Open Mic Night are taking place this week, while several students were recognized for outstanding achievements in fine arts, sportsmanship, and athletics. The recent 5th/6th Grade Transition Day was also well received, with many 5th grade students reporting they felt more comfortable and prepared for middle school following the experience.

##### VIII.B. Superintendent report

We secured a partnership with CNOS for an athletic trainer to provide weekly check-ins and coverage for home football, wrestling, and track events, which is a great foot in the door for expanding student support services. Work continues on next year's professional development schedule and the development of the Homer Virtual Academy. Extra duty assignments are nearly complete, with only a few openings remaining. Our FAFSA completion report is in good standing.

#### IX. Discussion Items

##### IX.A. Roger Heck Insurance Update

Roger Heck updated the Board on our school's insurance policy renewal. The annual premium will increase by \$10,612 (7.56%). The driving factor for the increase in premium was the addition of five buses. A significant change to the policy is implementing a 1% wind/hail deductible which applies to the main school building. More options will be looked into for insurance to save premium costs.

##### IX.B. Policy Updates- First Reading

Dr. Lefdal explained the policy updates to the board.

## X.Action Items

X.A.Consider, discuss, and take action to approve the purchase of 2026 Chevy Suburban for \$20,500 with trade-in.

Our Grey passenger van was traded in for a 2026 Chevy Suburban. Our Transportation Director, Larry Blair, did a great job of finding this vehicle for us at the lowest cost possible.

Motion was made by Dr. Kristina Nelsen and seconded by Ryan Harris to approve the purchase of 2026 Chevy Suburban for \$20,500 with trade-in. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

X.B.Consider, discuss, and take action to approve the 2026-27 Student Handbooks

Several changes were made to the secondary portions of the handbook. Secondary schedules will also be added.

Motion was made by Samantha Johnson and seconded by Dr. Kristina Nelsen to approve the 2026-27 Student Handbooks. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

X.C.Consider, discuss, and take action to set substitute pay for 2026-27 school year.

Sub pay will increase by \$5 for the initial substitute pay tier (Days 1-20), bringing the total daily pay for this tier to \$150. The remaining pay tiers will stay the same:

- Days 21-50: \$160 per day
- Days 51+: \$190 per day

Long-term substitute pay (beginning on Day 11) will remain at \$234.84 per day.

Motion was made by Tyler Kirkholm and seconded by Ryan Harris to set substitute pay for 2026-27 school year. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Abstain (With Conflict), Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 5, Nay: 0, Abstain (With Conflict): 1

## XI.Next Meeting

The next meeting will be Tuesday, June 9, 2026 at 7:00p.m.

## XII.Adjournment

Motion was made by Dr. Kristina Nelsen and seconded by Samantha Johnson to adjourn the meeting at 7:46 p.m. On roll call vote the Board voted as follows: The motion carried

Byron Hall: Yea, Ryan Harris: Yea, Samantha Johnson: Yea, Tyler Kirkholm: Yea, Dr. Kristina Nelsen: Yea, Paul Tighe: Yea

Yea: 6, Nay: 0

Dated this Tuesday, May 12, 2026.

ATTEST:  
Dr. Kristina Nelsen  
Secretary

Dakota County School District #31R  
a/k/a Homer Community School  
BY: Paul Tighe, President

<b>Building Fund: (Used for Improvements)</b>	
Balance in Building Fund Passbook (5-1-26)	\$ 31,251.64
Interest	260.01
Dakota and Thurston County Treasurer	136,658.66
	<b>May Ending Balance</b>
	<b>\$ 168,170.31</b>
<b>QCPUF Fund</b>	
Balance in QCPUF (5-1-26)	\$ 243,791.99
Interest	464.87
	<b>May Ending Balance</b>
	<b>\$ 244,256.86</b>
<b>Depreciation Fund: (Used for Replacement)</b>	
Balance in Depreciation Fund Balance (5-1-26)	\$ 290,047.02
Less Check to Hillyard (auto-scrubber payment)	493.05
Less Check to Character Strong (Guidance Curriculum)	3,498.00
Less Check to Amplify Education, Inc. (Curriculum)	64,392.00
Interest	542.94
	<b>May Ending Balance</b>
	<b>\$ 222,206.91</b>

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## Total Collections

	2022-2023	2023-2024	2024-2025	2025-2026
September	800,659	698,595	725,802	621,845
October	316,779	466,618	652,282	581,143
November	519,791	221,093	698,727	377,554
December	275,982	346,820	703,572	551,411
January	1,130,286	1,324,358	869,749	984,461
February	588,149	524,431	854,291	581,917
March	332,046	485,652	532,020	779,376
April	574,028	513,032	492,355	513,319
May	855,633	996,973	1,400,457	1,409,042
June	429,134	489,487	554,793	
July	48,640	84,226	69,485	
August	417,695	93,457	119,103	
<b>TOTALS</b>	<b>6,288,821</b>	<b>6,244,744</b>	<b>7,672,635</b>	<b>6,400,068</b>

## Tax Collections

	2022-2023	% of Total	2023-2024	% of Total	2024-2025	% of Total	2025-2026	% of Total
September	600,231	74.97%	504,135	72.16%	505,420	69.64%	401,069	64.50%
October	116,402	36.75%	108,401	23.23%	143,002	21.92%	156,284	26.89%
November	35,932	6.91%	29,497	13.34%	29,152	4.17%	41,306	10.94%
December	25,912	9.39%	25,976	7.49%	39,247	5.58%	22,138	4.01%
January	889,616	78.71%	991,893	74.90%	516,753	59.41%	616,500	62.62%
February	214,253	36.43%	228,350	43.54%	655,772	76.76%	266,173	45.74%
March	59,157	17.82%	70,956	14.61%	36,784	6.91%	471,515	60.50%
April	347,686	60.57%	232,260	45.27%	191,916	38.98%	200,109	38.98%
May	591,358	69.11%	706,690	70.88%	1,194,987	85.33%	1,092,872	77.56%
June	135,466	31.57%	173,628	35.47%	146,425	26.39%	#DIV/0!	
July	40,059	82.36%	28,798	34.19%	36,411	52.40%	#DIV/0!	
August	49,150	11.77%	33,418	35.76%	44,348	37.23%	#DIV/0!	
<b>TOTALS</b>	<b>3,105,221</b>	<b>49.38%</b>	<b>3,134,003</b>	<b>50.19%</b>	<b>3,540,218</b>	<b>46.14%</b>	<b>3,267,967</b>	<b>51.06%</b>

## State Aid

	2022-2023	% of Total	2023-2024	% of Total	2024-2025	% of Total	2025-2026	% of Total
September	199,203	24.88%	191,609	27.43%	201,069	27.70%	218,964	35.21%
October	195,724	61.79%	185,008	39.65%	200,874	30.80%	218,964	37.68%
November	195,724	37.65%	185,008	83.68%	0	0.00%	0	0.00%
December	195,724	70.92%	185,008	53.34%	401,748	57.10%	437,928	79.42%
January	195,724	17.32%	185,008	13.97%	200,874	23.10%	218,964	22.24%
February	195,724	33.28%	185,008	35.28%	0	0.00%	218,964	37.63%
March	195,724	58.94%	185,008	38.09%	401,748	75.51%	218,964	28.09%
April	195,724	34.10%	185,008	36.06%	200,874	40.80%	218,964	42.66%
May	195,724	22.87%	185,008	18.56%	200,874	14.34%	218,964	15.54%
June	195,719	45.61%	185,004	37.80%	200,873	36.21%	#DIV/0!	
July								
August								
<b>TOTALS</b>	<b>1,960,714</b>	<b>31.18%</b>	<b>1,856,677</b>	<b>29.73%</b>	<b>2,008,934</b>	<b>26.18%</b>	<b>1,970,676</b>	<b>30.79%</b>

# HOMER SCHOOL ENROLLMENT 2025-26

May 15, 2026

Grade	Total	Boys	Girls	Teachers	Option Enrollment
Preschool 4 year	25	11	14	All	
PK-4	13			Heaton	-
PK-4	12			Murphy	-
Kindergarten	30	13	17	All	12
K – 1	15			Scott	
K – 2	15			Olson	
1 <sup>st</sup> Grade	28	17	11	All	13
1 <sup>st</sup> – 1	14			Boelter	
1 <sup>st</sup> - 2	14			Dorcey	
2 <sup>nd</sup> Grade	36	18	18	All	15
2 <sup>nd</sup> – 1	19			Ford	
2 <sup>nd</sup> – 2	17			Morgan	
3 <sup>rd</sup> Grade	27	15	12	All	11
3 <sup>rd</sup> – 1	14			Wright	
3 <sup>rd</sup> – 2	13			Hermelbracht	
4 <sup>th</sup> Grade	28	11	17	All	7
4 <sup>th</sup> – 1	14			Jump	
4 <sup>th</sup> – 2	14			Sanchez	
5 <sup>th</sup> Grade	34	16	18	All	10
5 <sup>th</sup> - 1	16			Olson	
5 <sup>th</sup> - 2	18			Bennier	
<b>Total K – 5</b>	<b>183</b>		<b>Total PreK - 5</b>	<b>208</b>	<b>Total Elem. Option</b>
					<b>68</b>
Comparison to 2015/2016 (PK-6) - 219 Students (71 Opt.) Comparison to 2016/2017 (PK-6) - 215 Students (73 Opt.) Comparison to 2017/2018 (PK-6) - 206 Students (69 Opt.) Comparison to 2018/2019 (PK-6) - 225 Students (90 Opt.) Comparison to 2019/2020 (PK-6) - 217 Students (83 Opt.) Comparison to 2020/2021 (PK-6) - 243 Students (78 Opt.) Comparison to 2021/2022 (PK-6) - 245 Students (70 Opt.) Comparison to 2022/2023 (PK-6) - 238 Students (68 Opt.) Comparison to 2023/2024 (PK-5) – 212 Students (66 Opt.) Comparison to 2023/2024 (PK-5) – 201 Students (67 Opt.)					
6 <sup>th</sup> Grade	37	19	19		14
7 <sup>th</sup> Grade	33	11	22		16
8 <sup>th</sup> Grade	41	15	26		14
9 <sup>th</sup> Grade	26	9	17		12
10 <sup>th</sup> Grade	41	20	21		16
11 <sup>th</sup> Grade	29	14	15		15
12 <sup>th</sup> Grade	40	16	24		14
13-16 Year	0	0	0		0
<b>Total 6 – 12</b>	<b>247</b>				<b>Total JH/HS Option</b>
<b>Year 13</b>	<b>0</b>				<b>101</b>
Comparison to 2015/2016 (7-12) – 180 Students (61 Opt.) Comparison to 2016/2017 (7-12) – 175 Students (63 Opt.) Comparison to 2017/2018 (7-12) - 171 Students (56 Opt.) Comparison to 2018/2019 (7-12) - 163 Students (58 Opt.) Comparison to 2019/2020 (7-12) - 171 Students (65 Opt.) Comparison to 2020/2021 (7-12) - 190 Students (74 Opt.) Comparison to 2021/2022 (7-12) - 181 Students (75 Opt.) Comparison to 2022/2023 (7-12) - 192 Students (80 Opt.) Comparison to 2023/2024 (6-12)- 224 Students (97 Opt.) Comparison to 2023/2024 (6-12) – 240 Students (107 Opt.)					
<b>Total K – 12</b>	<b>430</b>		<b>Total PreK - 12</b>	<b>455</b>	<b>Option Total</b>
					<b>169</b>
Comparison to 2015/2016 (PK-12) - 399 Students (132 Opt.) Comparison to 2016/2017 (PK-12) - 390 Students (136 Opt.) Comparison to 2017/2018 (PK-12) - 377 Students (125 Opt.) Comparison to 2018/2019 (PK-12) - 388 Students (148 Opt.) Comparison to 2019/2020 (PK-12) - 418 Students (148 Opt.) Comparison to 2020/2021 (PK-12) - 433 Students (152 Opt.) Comparison to 2021/2022 (PK-12) - 426 Students (145 Opt.) Comparison to 2022/2023 (PK-12) - 430 Students (148 Opt.) Comparison to 2023/2024 (PK-12) – 436 Students (168 Opt.) Comparison to 2024/2025 (PK-12) - 445 Students (166 Opt.)					

# Homer Community School 2025-26 Student Movement

	In	Out
August	1	2
September	4	3
October	1	6
November	6	0
December	0	4
January	7	3
February	0	5
March	3	0
April	4	0
May	0	0
	<b>Totals</b>	
	26	23



# Homer Community School 2025-26

## Average Daily Attendance

Percentage of Students in Attendance Daily

	%
August	95
September	95
October	95
November	94
December	93
January	94
February	94
March	95
April	95
May	97





## **Congratulations on becoming an owner of ALICAP!**

### **Instructions for New Member**

- The All Lines Interlocal Cooperative Aggregate Pool (ALICAP) requires that your school board adopt the pool agreement by signing and returning the Resolution of Commitment form.
- The Uninsured and Underinsured Motorists law of Nebraska requires that Uninsured and Underinsured Motorists Coverage be provided at a limit equal to the State's Financial Responsibility law. Please sign the Commercial Automobile Application Supplement.
- Complete the Supplementary Application for School Leaders Errors & Omissions on behalf of the board members, central office administrators, school district principal's and legal counsel. This form protects your fellow members of ALICAP from responding to any Errors and Omissions claim which should have been reported to the previous insurance carrier. This form eliminates the need to purchase an extended reporting endorsement from your previous School Board Legal Liability carrier.
- Complete the ALICAP Cybersecurity Questionnaire and sign it.
- Complete the IronEnviro (SPILLS) Application and sign it.
- Complete the Sexual Abuse Liability Application and sign it.

Thank you for taking the time to complete this information. Once we receive the electronic copy, we will begin to enroll your district into ALICAP. Please feel free contact me if you have any questions.

Sheri Shonka  
Managing Director

Public Risk Management  
3528 Dodge Street, Suite 120 | Omaha, NE 68131  
Direct: (877) 649-4612  
[sheri.shonka@prmne.com](mailto:sheri.shonka@prmne.com)



**NASB**  
**All Lines Interlocal Cooperative Aggregate Pool**  
**(ALICAP)**

**Member Resolution of Commitment**

WHEREAS, LB398 passed by the 1987 Nebraska Legislature created the Intergovernmental Risk Management Act; and

WHEREAS, \_\_\_\_\_ School District, believes it is in the best interest of its citizens to join with other Nebraska school districts in establishing a property, general liability, automobile, crime, dishonesty, school board liability and workers compensation pool; and

WHEREAS, the NASB Pool is established by school districts for the benefit of school district citizens; and

THEREFORE BE IT RESOLVED, that the \_\_\_\_\_ School District hereby:

1. Approves the document entitled "Participation Agreement"; and
2. Enters into the Agreement for the formation of and participation in the NASB All Lines Interlocal Cooperative Aggregate Pool; and,
3. Designates \_\_\_\_\_ to sign the Formation Agreement with the Pool on behalf of the school district

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_ School Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name and title

NEBRASKA

(To be completed and signed by the Named Insured)

NAME

POLICY NO.

**The Uninsured and Underinsured Motorists law of Nebraska requires that Uninsured and Underinsured Motorists Coverage be provided at a limit at least equal to the state's Financial Responsibility law. You may purchase Uninsured and Underinsured Motorists Coverage with a limit up to your policy's liability insurance limit if you submit a signed application.**

**Please study this sheet carefully to help you decide what coverage you need to fulfill your insurance requirements.**

FOR A MORE DETAILED DESCRIPTION OF THESE COVERAGES, REFER TO YOUR POLICY.

**UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**

Uninsured and Underinsured Motorists Coverage provides coverage for (1) damages for bodily injury which an insured is legally entitled to recover from the owner or operator of a motor vehicle for which there is no bodily injury liability insurance or bond applicable at the time of the accident, and (2) damages for bodily injury which an insured is legally entitled to recover from the owner or operator of a motor vehicle to which a bodily injury liability policy applies at the time of the accident but its limit for bodily injury liability is either (a) not enough to pay the full amount the insured is legally entitled to recover as damages, or (b) reduced by payments to persons other than an insured injured in the accident to less than the full amount the Insured is legally entitled to recover as damages.

In accordance with the laws of Nebraska, your automobile liability or motor vehicle liability policy shall automatically include Uninsured and Underinsured Motorists Coverage for damages for bodily injury Which the insured may be entitled to recover from the owner or operator of an uninsured or underinsured motor vehicle, in the minimum amount of \$25,000 each person / \$50,000 each accident. Alternatively, you may select higher limits, up to the bodily injury policy liability limits, by indicating that selection below. Please select one of the following options:

- Uninsured and Underinsured Motorists Coverage at the minimum limits shown above
- Uninsured and Underinsured Motorists Coverage at a limit equal to my liability insurance limit
- Uninsured and Underinsured Motorists Coverage limit of \$ 50,000 CSL (may not exceed your liability insurance limit)

Please be sure to read, fill out, sign, and return this Supplemental Application to your agent or broker. The choice you make will apply to any policy which renews, changes, supersedes, or replaces your existing policy, or any policy for which you may be applying unless you request a change to your coverage in writing. By signing below and/or paying any premium, you have evidenced your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

Signature of Named Insured

Date

Signature of Agent

Date

# Supplementary Application

## School Leaders Errors & Omissions Policy

This form will be attached to and form part of the Application of Insurance. The Insured(s) represent that the Application and this statement are the basis of the insurance applied for and are to be considered as incorporated into and constituting part of the policy issued. These statements are material to the acceptance of the risk assumed by the Company and the policy is issued in reliance upon the truth of those representations.

I/we hereby warrant that I/we have made reasonable and diligent inquiry of the following persons:

- 1) All School District Board Members
- 2) All Central Office Administrators
- 3) All School District Principals
- 4) Legal Counsel to persons listed in 1, 2, & 3 above

and that no circumstances are now known which have not been reported to my/our current Insurer which could lead to a claim under the insurance policy for which I/we are now proposing, or for any subsequent renewal of our policy. A copy of the notices of any circumstances that have been reported to my/our Insurer is attached.

The company agrees, subject to the other policy provisions, that if the above warranty is complied with and solely with respect to prior knowledge of circumstances which may lead to a claim, it will not disclaim coverage under this policy for claims which arise from incidents which were known to any Insured person(s) other than those stated in 1, 2, 3, or 4 above at the time the Insured submitted the Application for this insurance providing reasonable and diligent inquiry was first made by the Insured(s).

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School District

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Signature

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Title

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Date



# ALICAP Cybersecurity Questionnaire

Please provide responses below concerning the Information Technology (IT) environment of your school district. Responses should be accurate as of the date that the application was completed. If your school district or ESU plans to make changes to its IT environment, please describe those plans in the "Other Controls & Preventative Measures" section, below.

To obtain **qualified** status, Beazley requires "Yes" responses to all cybersecurity questions (penetration testing must be conducted).

## General Information

School District:	
Average Daily Attendance:	
Gross Operating Expenditures:	

## Cybersecurity Questions

	Yes / No / Partial
1a. Do you use an Endpoint Protection Platform?	--
1b. If yes, what vendor?	
2. Do you enforce multi-factor authentication for all ordinary user accounts when accessing your network remotely?	--
3. Do you enforce multi-factor authentication for users accessing web-based email?	--
4. Are multi-factor authentication settings enabled for access to privileged accounts or files?	--
5. Have you implemented Endpoint Detection and Response security tools?	--
6. If you have any end-of-life software on your network is the software segregated from the rest of the network?	--
7. Do you have a Security Operations Center managed by an external 3 <sup>rd</sup> party?	--
8. Do you deny all Server Message Block inbound communications to servers except where there is an identified business need?	--
9a. Do you have a firewall at network perimeter?	--
9b. Do you have a firewall internally within the network?	--
10. How often do you (or a 3 <sup>rd</sup> party on your behalf) conduct penetration testing on your network? <i>Options: Never / Annually / 2-3x per year / 4x or more</i>	--
11. Are host based and network firewalls configured to disallow inbound connections by default?	--
12. Do you conduct regular phishing training and testing for all users?	--

- 13. Are advanced threat protection settings enabled for all email users? --
- 14. Are incoming emails and communications filtered for malicious links/attachments? --
- 15. Are external emails and communications marked to alert users of their external origin? --
- 16. Have you implemented any of the following controls: DKIM; SPF; DMARC? --

### Other Controls & Preventative Measures

Please use the space below to clarify any answers above that may be incomplete or require additional detail. Please also describe any additional steps your organization takes to detect, prevent, and recover from ransomware attacks (e.g., segmentation of your network, additional security controls, external security services, etc.).

School District:	
Superintendent:	
IT/Technology Director:	
Date Completed:	
Signature:	



## IronEnviro Site Pollution Incident Legal Liability Select (SPILLS) Application

THIS IS AN APPLICATION FOR A CLAIMS-MADE POLICY. PLEASE REVIEW THE APPROPRIATE POLICY CAREFULLY.

### INSTRUCTIONS:

- Please print or type clearly.
- Please answer all questions and those applicable to the coverages requested. If any questions in those sections do not apply, please answer "NA."
- If additional supporting documentation is needed to answer the questions completely, please reference in the application and attach the additional supporting documentation.
- The application must be signed and dated by a duly authorized executive, officer, owner, or principal of the applicant.

### GENERAL APPLICANT INFORMATION:

Named Insured:

Mailing Address:

1. Is the applicant interested in receiving loss control support and/or training services provided by Ironshore?  
 Yes  No. If yes, please provide an email address for the facility manager or other appropriate contact.

Email Address:

2. Does the applicant hold any property, i.e. vacant land, for development?  Yes  No. If yes, please attach explanation.
3. Does the applicant anticipate any development activities during the policy period?  Yes  No. If yes, please attach explanation.

### CLAIMS / WARRANTY STATEMENTS:

#### A. CLAIMS:

1. In the last five (5) years, has the applicant had any reportable releases or spills of hazardous substances or hazardous wastes, or any other pollutants as defined by applicable environmental statutes or regulations?  Yes  No. If yes, please attach explanation.
2. In the last five (5) years, has the applicant received any notices of violation, fines, penalties, complaints or other enforcement actions regarding compliance with environmental laws?  Yes  No. If yes, please attach explanation.
3. In the last five (5) years, has the applicant been prosecuted or is the applicant currently being prosecuted for contravention or any standard of law relating to the release or threatened release of a hazardous substance, hazardous waste or other pollutant as defined by applicable environmental statutes or regulations?  Yes  No. If yes, please attach explanation.
4. Are you aware of any past or present contamination on-site or emanating from the site(s) or any circumstance which may reasonably be expected to give rise to a claim or generate a request for coverage under this policy?  Yes  No. If yes, please attach explanation.
5. Have any claims been made or legal actions (including regulatory actions) been brought against you in the past 5 years which relate in any way to an actual or alleged pollution release (including mold matter and legionella) or water intrusion?  
 Yes  No. If yes, please attach explanation.

**B. INDOOR AIR QUALITY:**

1. Have any water or indoor air quality related construction/maintenance defects been encountered (including but not limited to HVAC system problems, leaks in the roof, windows, or siding, as well as broken plumbing or sewer backups) ?  Yes  No. If yes, please attach explanation.
2. Does the applicant have a mold/microbial matter operations and maintenance (O&M) plan and/or water intrusion O&M plan?  Yes  No. If yes, please provide a copy.
3. Have any Indoor Air Quality (IAQ) /mold inspections or evaluations been done at a proposed location?  Yes  No. If yes, please provide a copy.
4. Have any complaints ever been made by a third party relating to indoor air quality, mold, or legionella problems at a proposed location?  Yes  No. If yes, please attach explanation fully and include cause of loss, mitigation of loss and any costs associated with the loss.
5. Do you have a formal process in place to document and track IAQ and/or mold complaints?  Yes  No.
6. Do you have employees on-site and dedicated to the management of the proposed locations?  Yes  No. If yes, have the employees undergone specific training with regards to IAQ and/or mold?  Yes  No.
7. Have any of the proposed locations had an IAQ and/or mold problem that cost more than \$25,000 to remediate?  Yes  No.
8. Does the applicant have protocols in place specific to when the schools are not in session to inspect and maintain the facilities?  Yes  No. If yes, please provide a copy.

**C. WARRANTY:**

1. Does the applicant know of any fact, situation or circumstance that could result in a claim(s) being made against your company or any other entity that is requesting coverage?  Yes  No. If yes, please attach explanation.

**D. ACKNOWLEDGEMENT OF SHARED LIMITS:**

THE UNDERSIGNED UNDERSTANDS, AGREES TO, AND ACKNOWLEDGES, THAT THIS POLICY CONTAINS A POLICY AGGREGATE LIMIT OF LIABILITY THAT IS ACCEPTED AND SHARED BY ALL OF THE APPLICANTS WHO ARE OR MAY BECOME AN INSURED HEREUNDER. IN VIEW OF THE OPERATION AND NATURE OF THIS SHARED POLICY AGGREGATE LIMIT OF LIABILITY, THE APPLICANT UNDERSTANDS AND AGREES THAT PRIOR TO FILING A CLAIM UNDER THIS POLICY, THE POLICY AGGREGATE LIMIT OF LIABILITY MAY BE EXHAUSTED OR REDUCED BY PRIOR PAYMENTS FOR OTHER CLAIMS UNDER THIS POLICY. AS A RESULT, THERE MAY BE NO AVAILABLE LIMIT TO PAY THE APPLICANT’S CLAIM, REGARDLESS OF WHETHER ANY LOSS, BUSINESS INTERRUPTION EXPENSE OR EXTRA EXPENSE HAS BEEN PAID ON SUCH APPLICANT’S BEHALF.

IT IS AGREED BY THE APPLICANT (AND THE ENTITY(IES) REQUESTING COVERAGE) THAT THE PARTICULARS AND STATEMENTS MADE IN THIS APPLICATION, TOGETHER WITH ALL ATTACHMENTS TO THIS APPLICATION AND ANY OTHER MATERIALS SUBMITTED TO THE INSURER (ALL OF WHICH ATTACHMENTS AND MATERIALS SHALL BE DEEMED ATTACHED TO THE POLICY AS IF PHYSICALLY ATTACHED THERETO), SHALL BE THE REPRESENTATIONS AND WARRANTIES OF THE APPLICANT (AND THE ENTITY(IES)REQUESTING COVERAGE) AND SHALL BE DEEMED TO BE MATERIAL TO THE ACCEPTANCE OF THE RISK OR THE HAZARD ASSUMED BY THE INSURER UNDER THIS POLICY. IT IS FURTHER AGREED BY THE APPLICANT (AND THE ENTITY(IES)REQUESTING COVERAGE) THAT THE PROPOSED POLICY, IF ISSUED, IS ISSUED IN RELIANCE UPON THE TRUTH AND ACCURACY OF SUCH REPRESENTATIONS AND WARRANTIES WHICH ARE INCORPORATED INTO AND MADE A PART OF SUCH POLICY.

THE UNDERSIGNED APPLICANT WARRANTS THAT THE STATEMENTS SET FORTH IN THIS APPLICATION AND ITS ATTACHMENTS AND OTHER MATERIALS SUBMITTED TO THE INSURER ARE TRUE AND CORRECT.

ACCEPTING THIS APPLICATION DOES NOT BIND THE UNDERWRITER TO COMPLETE, OR THE APPLICANT TO PURCHASE, THE POLICY. IN THE EVENT THERE IS ANY MATERIAL CHANGE IN THE ANSWERS TO THE QUESTIONS OR REPRESENTATIONS OR WARRANTIES HEREIN PRIOR TO THE ISSUANCE DATE OF THE POLICY, WHICH WOULD RENDER THIS APPLICATION FORM INACCURATE OR INCOMPLETE, THE APPLICANT WILL NOTIFY THE INSURER IN WRITING AND, IF NECESSARY, ANY OUTSTANDING QUOTATION MAY BE MODIFIED OR WITHDRAWN.

**NOTICE TO ARKANSAS & NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO COLORADO APPLICANTS:** "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES."

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**NOTICE TO FLORIDA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE."

**NOTICE TO KENTUCKY APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME."

**NOTICE TO LOUISIANA APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO MAINE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWINGLY THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS – WARNING:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365: 15-10, 36 §3613.1)

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANT:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATIONS

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Insurance representative: Sheri L. Shonka/Nancy Meinders

Name of firm: Public Risk Management, Inc.

Address: 3528 Dodge St., Suite 120, Omaha, NE 68131

Telephone number: 877-649-4612 Ext. #1 or Nancy Meinders 877-649-4612 Ext #2

Fax number: 402-399-2785

E-mail address: sheri.shonka@prmne.com or nancy.meinders@prmne.com

Surplus lines agent (SLA) (for the state where the named insured is domiciled): Daniel Shonka, CLCS

ARM Address: 3528 Dodge St., Suite 120

City: Omaha

State, ZIP code: NE, 68131

Surplus lines license number: \_\_\_\_\_

Separate applications are required for individual departments if training and hiring are handled separately by the individual department

Has your Abuse coverage, or any similar insurance, been cancelled or non-renewed in the past five years?

If yes, please provide explanation

**INSURED'S OPERATIONS (Select Yes, No, Subcontract or Insured Elsewhere)**

	SELECT	(under 18 yrs)	(over 18 yrs)	No. of Employees	No. of Volunteers	No. of Contractors	Contractors Duties
Before / After School Programs	-						
Boarding Schools	-						
Daycare Center - Child	-						
Daycare Center - Adult	-						
Day Camps	-						
Camps w/ Overnight Stays	-						
Foster Homes	-						
Group Homes	-						
Mentoring (i.e. Big Brother / Big Sister)	-						
Special Education Programs	-						
Residential Facilities - In Family Homes	-						
Residential Facilities - In Mental Health Facilities	-						
Transportation of Children / Handicapped / Seniors	-						
Tutoring Programs	-						
Youth Shelter	-						
Youth Recreational Programs	-						
Other:							

1. Have all known claims, incidents, or allegations been reported to prior carrier?

2. Are you aware of any facts, incidents, or circumstances which may result in Sexual Abuse claims being made against you?

If yes, please provide explanation

3. In the past five years, have any employees or officers been terminated for cause related to sexually abusive behavior?

If yes, please provide explanation

4. Have any members of staff been transferred because of allegations of Sexual Abuse?

If yes, please provide explanation

**RISK MANAGEMENT**

5. Do you hire or use subcontractors for any operations involving minors (including coaches)?

Yes / No

6. If yes, do you require those subcontractors provide you with additional insured status and a certificate of insurance showing Abuse & Molestation coverage with limits of at least \$1,000,000?

7. Is there a written abuse prevention policy? If Yes, please attach copies of policies

Does the policy prohibit one-on-one contact?

Does the policy outline permissible exceptions to one-on-one contact?

Does the policy require any one-on-one meetings occur in visibility of others at all times (e.g. window in door or open door at all times)?

Does the policy specify overnight activities require a specified number of screened employees/volunteers, management approval & prohibit single adult/child sleeping arrangements?

Does the policy specify transportation & activities conducted away from schools premise require 2 or more screened employees/volunteers?

Does the policy require prior establishment of persons allowed to visit and pickup

Do policies and procedures include an incident reporting and follow-up?

8. Is there a written policy for email, phone and social media contact with clients and persons under 18 years of age?

**SELECTION / TRAINING PROCEDURES**

	EMPLOYEES Yes / No	VOLUNTERS Yes / No
9. Do you require a written application for all employees and volunteers?	-	-
10. Does the application include a notice that Criminal Background Checks will be conducted?	-	-
11. Do you conduct documented reference checks on all employees and Volunteers?	-	-
12. Do the applications require an applicant's signature and untruthful answers are grounds for non-hiring or termination?	-	-
13. Are Criminal Background Checks completed prior to starting employment or regular volunteering?	-	-
Are background checks federal (50 state) level?	-	-
Are background checks only for your state level?	-	-
Are background checks only county or city level?	-	-
Are background checks performed at regular intervals (e.g. every 2-5 years)?	-	-
14. Do you maintain the applications in their personnel file?	-	-
15. Do you maintain a practice of not accepting potential employees/volunteers with prior sexual/physical abuse allegations against them?	-	-
16. Do all your employees and volunteers undergo abuse prevention training prior to working with youth?	-	-
Then annually thereafter?	-	-
Does training include recognition of sexual/physical abuse symptoms?	-	-
Does training include procedures to follow if a peer is suspected of such abuse?	-	-
17. Do all your employees and volunteers undergo SAFE SCHOOLS Abuse Training courses?	-	
18. Do all your employees and volunteers know reporter training procedures?	-	
19. Do you maintain records of all abuse prevention and mandated reporter training?	-	

**INCIDENT REPORTING**

	Yes / No
20. Does your school use SAFE2HELP offered by the Nebraska Department of Education (NDE)?	-
21. Does the entity provide for anonymous reporting of suspected sexual abuse?	-
22. Are all reports sent to local law enforcement agencies, child protective services or similar agency?	-
23. Which departments are responsible for receipt of reports?	
24. In case we have any follow-up questions, please provide your name & phone number of who completed this application.	-

Printed Name:

Phone Number:

**DECLARATION**

**NOTICE:**

**THE UNDERSIGNED(S) CERTIFIES THAT HE/SHE IS THE DULY AUTHORIZED REPRESENTATIVE(S) OF EACH PROPOSED ASSUMED WHO SUBMITS THIS APPLICATION TO BRIT GLOBAL SPECIALTY USA FOR A POLICY OF INSURANCE.**

**THE UNDERSIGNED REPRESENTS THAT THE STATEMENTS SET FORTH IN THE APPLICATION ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE, AND THAT REASONABLE EFFORTS HAVE BEEN MADE TO OBTAIN INFORMATION WHICH IS SUFFICIENT AND ACCURATE FOR THE PURPOSES OF OBTAINING THIS PROPOSED INSURANCE.**

**THE APPLICATION WARRANTS THAT IS THE INFORMATION SUPPLIED ON THE APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE INCEPTION FATE OF THE POLICY PERIOD, YOU SHALL IMMEDIATELY NOTIFY BRIT GLOBAL SPECIALTY USA OF SUCH CHANGE.**

**SIGNING OF THIS APPLICATION DOES NOT BIND BRIT SPECIALTY USA TO OFFER OR THE APPLICANT TO ACCEPT INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE INSURANCE BUT IT IS AGREED THAT THS APPLICATION SHALL BE THE BASIS OF THE INSURANCE CONTRACT AND WILL BE ATTACHED AND MADE PART OF THE POLICY SHOULD BE ISSUED.**

Please confirm that you have read and agree with the above statement.

Agree / Disagree

Name of Assured / Legal Representative / Agent

Date



## **All Lines Inter-local Cooperative Aggregate Pool**

The All Lines Inter-local Cooperative Aggregate Pool (ALICAP) is an alternative risk financing mechanism which has allowed a group of Nebraska schools, like yourselves, to pool together their insurance contributions to fund losses, negotiate broader coverages, manage expenses, and realize investment return.

Rather than purchasing insurance from the standard marketplace, these schools have elected to manage and operate their own insurance company by purchasing excess and reinsurance over large retentions and deductibles. This program structure allows these schools to finance their insurance risks like a large self-insurer, and purchase insurance like a guaranteed cost transfer method.

The contributions to a loss fund allow the necessary dollars to be set aside, while earning investment income to pay the retentions. Excess premiums are collected to pay aggregate insurance costs over and above retentions and the actuarially predicted loss funds.

ALICAP operates under a "Certificate of Authority" approved by the Nebraska Department of Insurance, governed by the NASB State Board of Directors, and managed by a Board of Trustees. The boards' decisions are based on an approved set of By-Laws and a Participation Agreement that the NASB Workers' Compensation Pool operated under since its inception in 1990.

The list of school districts participating in ALICAP, either by purchasing workers compensation or all lines of property & liability coverage, is noted in the ALICAP Annual Report. These schools have benefited greatly from their long-term commitment to the pool. They have earned more than \$31,000,000 in dividends against future contributions and maintained control over their losses within the laws of the State of Nebraska.

We ask that you review the program definitions enclosed and the color graph. Please feel free to call Sheri Shonka at Public Risk Management, (402) 884-3751 if you have any questions.

# NEBRASKA

Good Life. Great Opportunity.

DEPARTMENT OF INSURANCE

Governor Jim Pillen

## CERTIFICATE OF AUTHORITY

### NASB ALL LINES INTERLOCAL COOPERATIVE AGGREGATE POOL (ALICAP) DOMICILED IN THE STATE OF NEBRASKA

IS HEREBY AUTHORIZED AND LICENSED IN NEBRASKA TO TRANSACT THE BUSINESS AS A INTERGOVERNMENTAL RISK MANAGEMENT POOL IN THE STATE OF NEBRASKA AS DESCRIBED BY CHAPTER 44 OF THE INSURANCE STATUTES OF NEBRASKA:

59223861

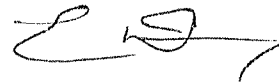
NEBRASKA IDENTIFICATION  
NUMBER

May 01, 2024

DATE ISSUED

April 30, 2025

DATE EXPIRES



Eric Dunning  
Director of Insurance

Eric Dunning, Director

Department of Insurance

1526 K Suite 200

OFFICE 402-471-2201 FAX 402-471-4610

PO Box 95087

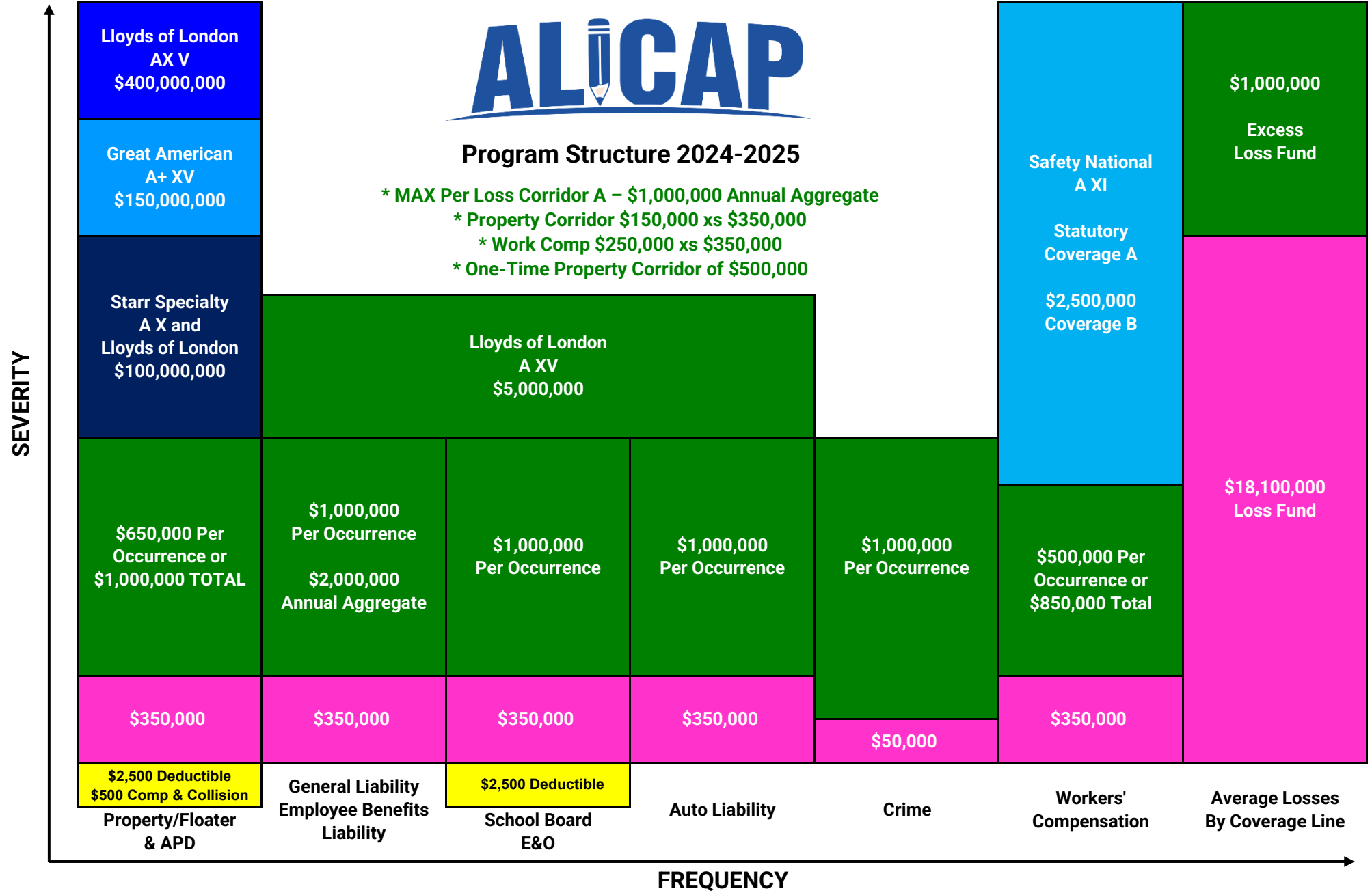
[www.doi.nebraska.gov](http://www.doi.nebraska.gov)

Lincoln, Nebraska 68509-5087



### Program Structure 2024-2025

- \* MAX Per Loss Corridor A – \$1,000,000 Annual Aggregate
- \* Property Corridor \$150,000 xs \$350,000
- \* Work Comp \$250,000 xs \$350,000
- \* One-Time Property Corridor of \$500,000



# PROGRAM DEFINITIONS

(see graph)

## **Self Insured Retention (SIR) (pink)**

The predetermined amount of risk that will be assumed by the NASB All Lines Aggregate for any one occurrence of loss.

## **Specific Excess (green)**

The amount of insurance placed to protect against any one single catastrophic occurrence.

## **Loss Fund (pink)**

The maximum amount that the NASB All Lines Aggregate expects to pay in losses for a given coverage year. Once this fund is exhausted, the Aggregate Excess coverage applies to the SIRs subject to any applicable maintenance deductibles.

## **Excess Loss Fund (green)**

The amount of insurance purchases to cap the amount of risk retained within a given coverage year.

## **Secondary Excess Insurance (blue)**

The amount of insurance above the primary excess necessary to adequately cover all exposures.

## **Program Costs**

The costs associated with the NASB "All Lines Aggregate" program may be broken down into *Fixed Cost* (purchasing excess insurance, handling claims and administration), and *Variable Cost* of the losses within the self-insured retention.

Your money is spent only as claims are paid. If you fail to pay out the pre-funded loss fund, these monies with investment income will be returned to the participants as dividends.



May 18, 2026

Mr. Joseph Lefdal  
Superintendent  
Homer Community School  
212 S 3rd Street  
Homer, NE 68030

RE: ALICAP Quote

Dear Mr. Lefdal,

Thank you for your interest in ALICAP. Our proposal is based on the information provided. We calculated your contribution to ALICAP on an annual basis. If your school board would resolve to become a member of ALICAP, we would add your school effective **June 10, 2026**. All ALICAP members have a common renewal date of September 1.

The changes from the information you sent to us are additional coverage's, higher limits, and various deductible differences. The ALICAP premium includes the Public Employee Blanket Bond and the School Board Treasurer Bond. In addition to your current coverages, ALICAP provides property coverage for flood, earthquake, building ordinance, debris removal, valuable papers, and accounts receivable at the \$2,500 property deductible.

**Limit and Deductible Summary**

	<b>Current Program</b>	<b>ALICAP</b>
Property Limit (100% Coinsurance)	\$42,896,194	\$500,000,000
Property Deductible	\$25,000	\$2,500
Windstorm or Hail Deductible	1% Per Building	None
School Board E&O Limit	\$6,000,000	\$5,000,000
School Board E&O Deductible	\$1,000	\$2,500
Employee Theft Blanket Limit	Unknown	\$1,000,000
Employee Theft Blanket Deductible	Unknown	\$0
Cyber Extortion/Ransomware Limit	Unknown	Must Qualify
Uninsured/Underinsured Motorists Limit	\$1,000,000	\$50,000

**\*Windshield repairs and replacements are subject to the \$500 Comprehensive Deductible.**

Please give me a call after you have had a chance to review this proposal to answer any questions you may have.

Sincerely,

Sheri L. Shonka  
Managing Director



**Homer Community School**

**ALICAP Proposal – 2025/2026**

**Current Program – 2026/2027**

ALICAP Premium:	\$82,945	Property	\$79,580
	\$21,022	Workers' Compensation	\$35,293
Included		General Liability	\$4,645
Included		Crime	\$529
Included		Inland Marine	\$317
Included		Automobile	\$21,240
Included		Umbrella	\$5,502
Included		Linebacker – SB E&O	\$3,245
Included		Cyber Liability	\$571
Included		Pollution Liability	None
<u>Included</u>		Treasurers Bonds	<u>None</u>
<b>TOTAL</b>	<b>\$103,967</b>		<b>\$150,922</b>

Pro Rate Contribution

From: 6/10/2026

To: 9/1/2026

X 0.227

**Pro Rata Premium: \$23,600**

If your school elects to join ALICAP, NASB will invoice your school for the premium due for the coverage period **6/10/2026 to 9/1/2026**. This amount is **\$23,600**.

# Participation Agreement

for the

NASB All Lines Interlocal Cooperative Aggregate Pool  
(ALICAP)

*Agreement between local governmental subdivision and the Pool*

## **NASB All Lines Interlocal Cooperative Aggregate Pool (ALICAP)**

1. **Parties.** The parties to this Agreement are the Nebraska public school districts which are signatories hereto.
2. **Recitals.** This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
  - 2.1 The Nebraska Intergovernmental Risk Management Act permits two or more public agencies to enter into agreements to form risk-management pools to provide risk-management services and insurance coverage for property, general liability, automobile, crime, dishonesty, school board liability and workers compensation losses.
  - 2.2 The participants have determined that there is a desire to operate a pool to fund some or all of the types of coverages which are identified in Section 2.1 hereof.
  - 2.3 The participant desires to enter into an agreement for the purpose of participating in a risk-management pool.
  - 2.4 The Nebraska Association of School Boards (NASB) is a non-profit corporation formed by Nebraska public school boards to stimulate and contribute to the continuing improvement of public elementary and secondary education including increased efficiency and economy for the ultimate benefit of Nebraska citizens. The NASB shall furnish, provide, or contract for the necessary administrative and management services required by the pool.
3. **Definitions.**
  - 3.1 Pool shall mean the **NASB All Lines Interlocal Cooperative Aggregate Pool** otherwise referred to as **(ALICAP)**.
  - 3.2 Board shall mean the Board of Trustees of the Pool.
  - 3.3 Agreement shall mean this participation agreement between the school district and the Pool.
  - 3.4 Memorandum shall mean each memorandum of coverage stating what coverages are provided, the limits of coverages provided, members deductibles, the Pool's retentions and the Pool's excess carriers.

- 3.5 Members and/or school districts shall mean (a) those public school districts defined in §79-101, (b) those educational service units established under §79-2201, and (c) those technical community colleges established under §79-2636, the governing boards of which are members of NASB which have passed resolutions pursuant to law entering into this agreement.
- 3.6 Director shall mean the State of Nebraska Director of Insurance.
- 3.7 Act shall mean the Intergovernmental Risk Management Act, §44-4301 *et seq.*, and all amendments thereto.
- 3.8 Bylaws shall mean the bylaws governing the operation of the Pool.
- 3.9 NASB shall mean the Nebraska Association of School Boards.
4. **Affiliation of Membership.** The undersigned member hereby jointly and voluntarily agrees to participate in a risk-management pool under the provisions of the Act with all the rights, powers, and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The member has read and understands its rights and responsibilities as described in this agreement and as prescribed in state and federal laws and regulations. The name of the pool shall be the NASB All Lines Interlocal Cooperative Aggregate Pool otherwise referred to as (ALICAP).
5. **Purposes.** The purpose of this Agreement is to define a member's participation in ALICAP whereby Nebraska school districts may fund some or all of their property, general liability, automobile, crime, dishonesty, school board liability and workers' compensation losses, as may be agreed to by each such school district and the Pool.
6. **Powers.** In order to carry out these purposes, the Pool shall exercise and enjoy all of the powers, privileges, and authority exercised or capable of being exercised pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of a member or to otherwise assist in the issuance by such member of such obligations; provided, however, that nothing herein shall prevent any other parties hereto from separately exercising any such powers, privileges, or authority.
7. **Participation.** The member hereby agrees to participate in the Pool as set forth herein, under the terms and conditions described in this agreement in the Memorandum, the Bylaws, the application for a Certificate of Authority, the Certificate of Authority issued by the Department of Insurance, the Nebraska Workers' Compensation Act and all rules of the Nebraska Workers' Compensation Court.

- 7.1 This Agreement shall become effective only upon receipt by a Pool representative of a signed written execution of this agreement by an authorized representative of the member, and the subsequent issuance of a Coverage Memorandum from the Pool.
- 7.2 A member may not withdraw from participation during the initial thirty-six (36) months after the effective date of this agreement, except that coverage may be suspended or terminated for nonpayment of contribution or other violations by the member of the terms of this Agreement, as set forth in the Intergovernmental Risk Management Act.
- 7.3 A member may withdraw from participation in the pool at any time after the initial thirty-six (36) months, effective as of the anniversary date as stated on the current Coverage Memorandum, by giving written notice of termination to the Pool, the other members in the Pool, and the Director of Insurance at least ninety (90) days prior to such anniversary date. Such termination shall not be effective until approved by the Director as provided by §44-4309(1).
- 7.4 After a member ceases to participate in the Pool, the former member shall remain liable for any costs and obligations incurred by the Pool while the member was a participant, and any contractual obligation the member entered into with the Pool on or before the date of termination, as provided by §44-4309(3).
- 7.5 After a member ceases to participate in the Pool, the member shall not be eligible to receive any future distribution of surplus paid in or accumulated during its period of participation.
- 7.6 The member desiring to either obtain or maintain certain types of coverages from the Pool agrees to adopt any and all necessary policies and procedures as promulgated by the Pool and approved by its board which are deemed necessary for exposures which the member desires coverage from the Pool.
- 7.7 Only those members who are members in good standing with NASB shall be eligible to participate in the Pool.

8. **Financial Plan.**

- 8.1 **Coverages.** Each Memorandum of Coverage shall be adopted by the Board and incorporated as an integral part of the Agreement. Each such Memorandum of Coverage shall include a financial plan setting forth the following:

- a) that property, general liability, automobile, crime, dishonesty, school board liability and workers' compensation coverage is to be offered by the Pool, applicable deductible levels, and maximum levels of claims which the Pool will purchase aggregate insurance coverage;
- b) amount of cash reserves to be set aside for the payment of claims;
- c) amount of standard insurance to be purchased by the Pool to provide coverage over and above the claims which are not to be satisfied directly from the Pool's resources;
- d) amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period; and
- e) the identification of funds and reserves by exposure area.

The terms of the Memorandum of Coverage may be amended for subsequent fiscal periods by a majority vote of the Board, provided that the member shall be given at least thirty (30) days prior written notice thereof.

Additional lines of coverages may be offered through a separate and distinct Memorandum of Coverage. Such additional Memorandum of Coverage is not binding on members until such time as adopted by the individual member and shall be filed with the Director thirty (30) days in advance of the effective date of the change, as stated in §44-4308.

**8.2 Pool Funding.** The Pool shall be funded as follows:

- a) **Deposit Contribution.** As of the effective date of this agreement, and as of the first day of each fiscal year of the Pool thereafter, the anticipated liabilities and expenses of the Pool for the fiscal year shall be calculated by the administrator of the Pool. Such liabilities and expenses shall include expected losses to be covered by the Memorandum, the cost of excess insurance and reinsurance, debt service owed or an obligation of the Pool, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be paid from monies held by the Pool and monies collected from the participant by allocating such liabilities and expenses among the Pool's participants based on rating plans adopted by the Board, uniformly applied to all participants.

The member agrees to furnish all information requested by the Pool to determine the contribution of the member. The member shall pay its deposit contribution for the whole year to the Pool in cash within thirty (30) days of such notification, or by such later date as shall be specified in the notice.

b) **Retrospective Contribution Adjustment.** Nine months following the close of the fiscal year and at annual intervals thereafter, the Pool may calculate each member's retrospective contribution or contribution adjustment for the year. Any retrospective contribution adjustment shall be charged only to cover losses and exposures of the fiscal year requiring a contribution adjustment. The retrospective contribution adjustment for any fiscal year shall be charged to each member in the same proportion as its share of the total contributions collected for that year. If it is determined that the Deposit Contribution paid is in excess of the contributions needed, such excess shall be applied as a credit towards the next annual Deposit Contribution. If it is determined that the Deposit Contribution paid into the Pool is less than the required amounts needed, such additional funds may be requested and included in the next annual contribution billing. Retrospective contribution adjustments for each fiscal year shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year.

c) **Assessment.** If the Pool becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, the member may be assessed by the Board for an additional contribution for any and/or all years deemed attributable to the insolvency. Such assessment would be based on each member's contribution for such fiscal year divided by the contribution of all participants for such year, times the amount of such deficiency. Any such assessment, and the manner of calculating the same, shall be given to each member in writing, and each member shall thereafter have sixty (60) days in which to pay the amount of such assessment. Each member shall remain liable for such assessment, regardless of a member's withdrawal from participation or the termination of this Agreement. Such an assessment would only be for any liabilities incurred by the Pool during that member's participation period in the pool, as provided by §44-4309 and §44-4312.

8.3 **Loss Reserves.** The Pool shall maintain funds adequate to pay case reserves and claims that have been incurred but not reported. The Pool shall also maintain a surplus deemed appropriate by the Board, and which meets the regulations of the Department.

- 8.4 **Director's Approval of Dividends.** No dividends shall be distributed without prior approval of the Director, as set forth in §44-4308(2).
- 8.5 **Banking Relationships.** The Pool shall establish bank accounts necessary to carry out the terms of this Agreement. Controls shall be established and funds shall be invested so that the Pool is managed in a conservative, prudent manner.
- 8.6 **Distribution of Surplus.** At the termination of the Pool's existence, any surplus funds in the Pool, over and above those necessary to pay or reserve against the expenses and liabilities of the Pool, shall be distributed among the existing participants in the Pool. Such distribution shall be allocated among such participants in proportion to the contributions made by each participant, as required by §44-4306(2)(b).
- 8.7 **Financial Records.** The Board shall maintain complete financial records for each type of coverage provided by the Pool, including the amount of reserves and surplus for each type of coverage as required by §44-4306(2)(d).

9. **Plan of Management.**

- 9.1 **Board of Trustees.** The Pool shall be operated by a Board of Trustees consisting of two ex officio members and nine (9) persons, who are elected officials or appointed officials of school districts, which are signatories hereto. The two ex officio members of the Board of Directors shall be the President and the Executive Director of NASB. The other nine members shall be elected by a vote of the Board of Directors of NASB. A vacancy on the Board shall be filled by a vote of the Board of Directors of NASB. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.

All board members, whether ex officio, elected or appointed shall be entitled to one vote each in all matters that come before the Board.

- 9.2 **Powers of the Board.** The Board shall have the power to:
- a) establish a Memorandum of Coverage, as stated in §44-4306(1);
  - b) ensure that all claims covered by the Memorandum are paid promptly, as stated in §44-4306(2)(e);

- c) take all necessary precautions to safeguard the assets of the Pool;
- d) maintain minutes of meetings;
- e) establish reasonable reimbursement to the NASB for the day-to-day administration and management of the Pool;
- f) interview, select, and contract with claims administration firms, brokerage firms and insurance consulting firms as deemed necessary by the Board;
- g) notify the Director of the existence of the Pool and file all documents required by the Intergovernmental Risk Management Act;
- h) establish the rating plan to be used by the Pool;
- i) authority to sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge Pool assets in the name of the Pool;
- j) establish a system or program of loss control; and,
- k) such other powers as may be necessary to carry out the terms of this agreement.

9.3 **Election of the Board.**

- a) Elections of members to the board shall be made by the nominating committee. The nominating committee shall consist of three persons: the chairperson of the Board, an individual from a member school district selected by the Board, and the Executive Director of NASB. Nominations shall be requested from the floor of the annual meeting of the participants.
- b) Each of the nine elected trustees on the board shall serve for a three-year term of office, with members terms staggered so as to create three open seats each year.

The term of office for each board member shall commence January 1<sup>st</sup>.

9.4 **New Members.** All school districts, as members of NASB, are eligible to make application to the Pool in the following manner:

- a) the applicant school districts must provide such loss and exposure information as is required by the Board.

- b) The school district must enter this Agreement by resolution passed by its governing board.
- c) The Board, in its sole discretion, shall accept or reject each application. Each such school district shall become a member of the Pool only after both of the following requirements are met: (1) approval of the application of such school district by the Board and (2) due execution of this Agreement.

9.5 **Termination of a Member.** A member may be involuntarily terminated as a member of the Pool if, after due notice and hearing, the Director of Insurance finds one of the following: 1) the member has failed to pay its contribution or assessment to the Pool, 2) has failed to discharge any other obligation it owes to the Pool, 3) violated the laws of the state, rules of the Department of Insurance or Bylaws of the Pool, 4) has failed to meet the terms of participation as provided in paragraph 7. Such hearing may be initiated by the Director of Insurance or at the request of the Pool's Board of Directors, as provided in §44-4309(2).

9.6 **Inspection and Audit.** The Pool and its representatives shall be permitted, but shall not be obligated, to inspect the member's properties and operations at any time. Neither the Pool's right to make inspections nor the making thereof shall constitute an undertaking on behalf of, or for the benefit of, such member or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

- a) The Pool may examine and audit the member's records at any time during the period that this Agreement is in effect, and during any extensions hereof, and within three years after such school district is no longer a member of the Pool, insofar as said records may relate to the subject matter of this Agreement.

- b) The Pool shall be audited annually at the expense of the Pool by a certified public accountant. A copy of the report shall be submitted to the governing board of each member.

9.7 **Bylaws and Rules of Operation.** The board has bylaws and rules pertaining to the exercise of its purpose and powers. The Board may revise the Bylaws from time-to-time, by a majority vote. Any revision of the Bylaws shall become effective only after approved by the NASB Board of Directors. The Board may also from time-to-time adopt policies, rules, and procedures by majority vote for the administration and operation of the Pool so long as such policies, rules, and procedures are consistent with this Agreement, the Bylaws or applicable law. No provisions of the Bylaws, policies, rules, or

procedures shall be inconsistent with the terms of the Agreement or be contrary to applicable law.

- 9.8 **Place of Business.** The Principal place of business for the Pool shall be 1301 Stockwell Street, Lincoln, Nebraska. The Board may employ necessary staff and may purchase, lease, or rent real and personal property in order to carry out the business and purpose of the Pool.
- 9.9 **Professional Services.** The Board may retain the services of such legal counsel, actuaries, auditors, engineers, consultants, and other advisors as it deems necessary to carry out the business and purpose of the Pool.
- 9.10 **No Private Benefit.** No part of the net earnings or assets of the Pool shall inure to the benefit of any private person, as stated in §44-4306(2)(f).

10. **Dissolution of the Pool.**

- 10.1 **Event of Dissolution.** The Pool shall be dissolved upon the first to occur of the following:
- a) when all participants in the Pool have ceased to participate; or
  - b) at such time as the Board shall determine that the number of participants and/or the size of the Pool is too small to adequately indemnify against the risks specified in the Memorandum.
- 10.2 **Required Approval.** The Board shall submit a written application to the Director of Insurance for approval of the plan to terminate the Pool as provided by §44-4311. Said application shall comply with applicable statutes and rules and regulations, including, without limitations, provisions for all pending and anticipated claims.
- 10.3 **Approval of Participants.** Any dissolution pursuant to this Section 10 shall not be effective until approval is obtained from the participants in the Pool upon a vote of at least two-thirds majority of all such participants granting approval. Such vote shall occur within thirty (30) days after approval by the Director of Insurance.
- 10.4 **Termination of the Agreement.** This Agreement shall terminate upon the occurrence of all of the following events: (1) the Pool has terminated pursuant to Section 10 herein; (2) all amounts owed by the Public Agency have been paid in full, and (3) all amounts owed for claims and other expenses have been paid in full.

- 10.5 **Distribution of Assets.** At the termination of the Pool's existence, any surplus funds in the Pool over and above those necessary to pay or reserve against the expenses and liabilities of the Pool shall be distributed among the existing participants in the Pool. Such distribution shall be allocated among such participants in proportion to the contributions made by each participant, as stated in §44-4306(2)(b).
11. **Conformity with Law.** In the event any term or provision of this Agreement shall be in conflict with the statutes, laws, rules, and regulations of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall automatically be deemed amended to conform to such statutes, laws, rules, and regulations.
12. **Fiscal Year.** The Pool's fiscal year shall begin on September 1 of each year and end on August 31 of each year.
13. **Liability.** No participant in the Pool shall by reason of this Agreement, have any liability for claims brought by third parties against any other participant other than the obligation to contribute certain funds to the Pool as expressly provided herein. The liability for any claim against the member shall remain the sole and exclusive liability of the member; the obligation of the Pool is to indemnify the member against such loss as provided in the Memorandum to the extent and under the conditions contained therein.
14. **Execution in Counterpart.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

The parties hereto have entered this Agreement on the dates set forth in the attached Resolutions.

**RESOLUTION  
COMMITMENT TO ENTER INTO  
ALICAP  
INTERLOCAL AGREEMENT**

HEREBY, the participant is entering into an interlocal agreement with other public entities to participate in the NASB All Lines Interlocal Cooperative Aggregate Pool (otherwise referred to as ALICAP) as authorized by the Intergovernmental Risk Management Act, Neb Stat. §44-4301 and

WHEREAS, participant is allowed to participate in said cooperative undertakings; and

NOW THEREFORE, BE IT RESOLVED that the governing board hereby:

1. Declares that the board commits to participate in NASB ALICAP for an initial three-year agreement, all as set forth in the Participation Agreement which is attached to this resolution.

After motion duly made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the following members voted by roll call vote in favor of passage and adoption of the said Resolution:

\_\_\_\_\_

The following members voted against the same:

\_\_\_\_\_

The following members voted absent or not voting:

\_\_\_\_\_

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Participant Name (*School, ESU or college*) \_\_\_\_\_

Signature from an Official of the Participant \_\_\_\_\_

Please print name and title \_\_\_\_\_

**RESOLUTION APPROVING STAFF TRAININGS**

**WHEREAS**, the School District is required by various state and federal laws to train staff on numerous topics; and,

**WHEREAS**, during the 2024 legislative session, the Legislature enacted LB 1329; and,

**WHEREAS**, LB 1329 defers to each Board of Education to determine the reasonable length of time for certain staff training requirements; and

**WHEREAS**, to ensure that the District’s planned training requirements for the 2026-2027 school year comply with LB 1329’s requirements, and to ensure the Board of Education is aware of and approves of other required staff trainings during the 2026-2027 school year, the Board of Education adopts this Resolution to find and determine that the following training requirements are reasonable in scope and length.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby determines as follows:

1. The following trainings are reasonable in both length and scope and the Superintendent or designee shall identify the District staff who shall be trained as follows:

<b>Subject</b>	<b>Required by</b>	<b>Source of Training</b>	<b>Approximate Length of Training</b>
Behavioral Awareness	Neb. Rev. Stat. § 79-3603	Vector De-escalation Strategies and Disruptive Student Behavior	22 min
			36 min
Dating Violence Prevention	Neb. Rev. Stat. § 79-2,141	Vector	34 min
Suicide Prevention	Neb. Rev. Stat. § 79-2,146	Vector Youth Suicide: Awareness Prevention and Postvention	60 min
Concussion Awareness	Neb. Rev. Stat. § 71-9104	Vector	18 min
Fire Drills	Neb. Rev. Stat. § 81-527; ( <a href="https://sfm.nebraska.gov/fire-prevention/school-fire-drills">https://sfm.nebraska.gov/fire-prevention/school-fire-drills</a> )	Self	Monthly 10-15 min
Tornado Drills	Neb. Rev. Stat. § 2,144(8)	Self	2x a year
Intruder Drills	Neb. Rev. Stat. § 79-2,144(5); NDE Rule	Self	2x a year

	10.011.01B		
Anti-Bullying	Neb. Rev. Stat. § 79-2,137; NDE Rule 10.011.01F; NDE Guidance ( <a href="https://www.education.ne.gov/safety/staff-development-and-resources-for-teachers/">https://www.education.ne.gov/safety/staff-development-and-resources-for-teachers/</a> )	Vector Bullying Recognition and Response	60 min
Pupil Transportation Drivers	NDE Rule 91.003.02	First Student	2x a year
Anti-Harassment and Discrimination Requirements for Designated Title IX Positions	Title IX, 20 U.S. Code § 1681	Vector Admin (only)	51 min 45 min
Safe Seizure Schools	Neb. Rev. Stat. § 79-3204	Vector Seizure First Aid	21 min
School Resource Officers and Building Administrators	Neb. Rev. Stat. § 79-2704	Self	Ongoing
District Assessment Contact - State Assessments	NDE Guidance ( <a href="https://www.education.ne.gov/assessment/district-assessment-contact-dac/#1661275806368-95d87496-3109">https://www.education.ne.gov/assessment/district-assessment-contact-dac/#1661275806368-95d87496-3109</a> )	Self	Ongoing
Back Injury and Lifting	District Requirement	Vector Back Injury and Lifting	21 min
Bloodborne Pathogens	Department of Labor	Vector Bloodborne Pathogen Exposure	22 min
Asthma Awareness	District Requirement	Vector Asthma Awareness	16 min

2. The Superintendent or designee is authorized to implement additional training requirements for staff if the Superintendent or designee determines that additional training would be in the best interest of the District and/or is otherwise required by law.

3. The Superintendent or designee is further authorized to deviate from the source of these training requirements if any unexpected circumstances arise and the Superintendent or designee determines that it is in the best interests of the District to require a different training(s).

4. All District staff who are directed to attend or participate in any training requirement(s) must complete such training(s) in good faith and in accordance with this Resolution and the directives of the Superintendent or designee.

This Resolution shall continue until or unless modified by a vote of the majority of a quorum of the Board of Education.

**DATED** this 9th day of August, 2026.

**HOMER COMMUNITY SCHOOL**

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**RESOLUTION**

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

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

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

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

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

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

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_.  
The following members voted against the same: \_\_\_\_\_.  
The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

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

**[NAME] PUBLIC SCHOOLS**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

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

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

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

\*\* Siblings of current option students are exempt from any capacity limits.

StudentsOption EnrollmentA. Process and ~~Time Lines~~ Timelines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment ~~during~~in the following ~~and subsequent~~ school ~~years~~year (the "application period<sup>2)</sup>"), ~~unless otherwise permitted by law.~~

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

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

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

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

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

- ~~1. — Siblings: The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending the School District and who has the same natural or adoptive parent or who is a stepbrother or stepsister.~~
- 2.1. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
- 3.2. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district or, if the student attends a different district as an option student, the student's current option district.

4.3. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.

5.4. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected ~~in the event if~~ the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by ~~acceptance of~~ accepting the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

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

2. Timeliness: An option enrollment application shall be rejected ~~in the event if~~ the application is not filed on or before ~~the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought~~ March 15, and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected ~~in the event if~~ the student has exhausted ~~their~~ the number of allowable option enrollments ~~in other school districts, as determined by~~ under state law.

4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School District determines:

The application is not ~~submitted on a form prescribed by the State Department of Education, is not~~ completely and accurately ~~filled in~~submitted, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Siblings

Notwithstanding anything to the contrary in this policy, the application of a sibling of a student who currently attends the District will be automatically accepted. For purposes of this policy, a “sibling” means a child residing in the same household on a permanent basis who has the same mother or father or who are stepbrother or stepsister to each other. The Superintendent or designee has the discretion to waive the deadline for a sibling’s application received after the deadline.

D. Priority of Acceptance

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

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

~~D~~E. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

~~E~~F. Releases for Options Out

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

**Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student or option student currently attending [Name] Public School District who submits an option application after March 15 will be granted, unless the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

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

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

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School District and the School District.

**FG. Notification of Acceptance or Rejection**

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

If an option enrollment application or a request for release is rejected by the [Name] Public

School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

#### GH. Status of Option Student

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

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

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

~~2.~~

Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.

- ~~3.~~2. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

#### HI. Information Regarding Schools, Programs, Policies and Procedures.

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

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

Date of Adoption: [Insert Date]

StudentsFull-time and Part-time EnrollmentFull-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

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

Part-Time Enrollment of Non-Public School Students

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

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

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

services to be provided to full-time students.

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

A. Non-Public School Student Enrollment Application Procedures.

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

B. Non-Public School Student Admission

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

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Subject to Paragraph D.9. of this Policy, students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

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

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Part-time students participating in extracurricular activities shall meet the following enrollment requirements, consistent with state law:

- (a) For activities regulated by an athletics or activities association (including the Nebraska School Activities Association), the student shall be enrolled in five credit hours offered by the District during each semester of participation. The student may elect to enroll in more than five credit hours.
- (b) For activities governed by a national or state organization other than the NSAA, the student shall be enrolled in the minimum number of credit hours required by such organization. The student may elect to enroll in more than five credit hours.
- (c) For activities not governed by the NSAA or a national or state organization, the student must enroll in at least five credit hours or the equivalent for middle school students.

Legal Reference: Neb. Rev. Stat. Sec. 79-215, 79-2,136 & 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

StudentsOption EnrollmentA. Process and Timelines to Option In

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

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

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

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

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

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

1. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district or, if the student attends a different district as an option student, the student's current option district.
3. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.

4. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix “1”), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected if the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by accepting the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

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

2. Timeliness: An option enrollment application shall be rejected if the application is not filed on or before March 15, and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected if the student has exhausted the number of allowable option enrollments under state law.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent’s designee, or the School District determines: The application is not completely and accurately submitted, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Siblings

Notwithstanding anything to the contrary in this policy, the application of a sibling of a student who currently attends the District will be automatically accepted. For purposes of this policy, a “sibling” means a child residing in the same household on a permanent basis who has the same mother or father or who are stepbrother or stepsister to each other. The Superintendent or designee has the discretion to waive the deadline for a sibling’s application received after the deadline.

D. Priority of Acceptance

Priority shall be afforded to those applications required to be given priority by law.

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

E. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

F. Releases for Options Out**Provisions for Release (Choose one or modify as desired):****Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student or option student currently attending [Name] Public School District who submits an option application after March 15 will be granted, unless the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

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

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment, and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent's designee.
3. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School District and the School District.

G. Notification of Acceptance or Rejection

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

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

H. Status of Option Student

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

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

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.

2. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

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

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

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

Date of Adoption: [Insert Date]

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. Residents of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District;
2. Homeless students. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law;

3. Approved for option enrollment into the School District; or
4. Are otherwise legally entitled to enroll in the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

#### Restrictions on Transfer or Disenrollment During Certain Investigations

Notwithstanding any other provision of this policy, upon receipt of notice from the Department of Health and Human Services that a student is the subject of a report of child abuse or neglect involving the student's parent or guardian, the District shall not process or facilitate any request by such parent or guardian to transfer or disenroll the student for a period of 14 days following the District's receipt of the notice, or until the District receives further direction from DHHS, whichever occurs first. If the District receives a request to transfer or disenroll the student during this period by the parent or guardian, the District will promptly notify DHHS.

Legal Reference: Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee parent)  
Neb. Rev. Stat. Sections 79-232 to 79-246 (option enrollment)  
42 U.S.C. § 11431 et. seq. (McKinney–Vento Homeless Assistance Act)  
NDE Rule 19  
LB 937 (2026)

Date of Adoption: [Insert Date]

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. Residents of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District;
2. Homeless students. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law;

3. Approved for option enrollment into the School District; or
4. Are otherwise legally entitled to enroll in the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

#### Restrictions on Transfer or Disenrollment During Certain Investigations

Notwithstanding any other provision of this policy, upon receipt of notice from the Department of Health and Human Services that a student is the subject of a report of child abuse or neglect involving the student's parent or guardian, the District shall not process or facilitate any request by such parent or guardian to transfer or disenroll the student for a period of 14 days following the District's receipt of the notice, or until the District receives further direction from DHHS, whichever occurs first. If the District receives a request to transfer or disenroll the student during this period by the parent or guardian, the District will promptly notify DHHS.

Legal Reference: Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee parent)  
Neb. Rev. Stat. Sections 79-232 to 79-246 (option enrollment)  
42 U.S.C. § 11431 et. seq. (McKinney–Vento Homeless Assistance Act)  
NDE Rule 19  
LB 937 (2026)

Date of Adoption: [Insert Date]

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. Residents of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District;
2. Homeless students. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law;

3. Approved for option enrollment into the School District; or
4. Are otherwise legally entitled to enroll in the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

#### Restrictions on Transfer or Disenrollment During Certain Investigations

Notwithstanding any other provision of this policy, upon receipt of notice from the Department of Health and Human Services that a student is the subject of a report of child abuse or neglect involving the student's parent or guardian, the District shall not process or facilitate any request by such parent or guardian to transfer or disenroll the student for a period of 14 days following the District's receipt of the notice, or until the District receives further direction from DHHS, whichever occurs first. If the District receives a request to transfer or disenroll the student during this period by the parent or guardian, the District will promptly notify DHHS.

Legal Reference:   Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
                          Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee  
                          parent)  
                          Neb. Rev. Stat. Sections 79-232 to 79-246 (option enrollment)  
                          42 U.S.C. § 11431 et. seq. (McKinney–Vento Homeless Assistance Act)  
                          NDE Rule 19  
                          [LB 937 \(2026\)](#)

Date of Adoption:   [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

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

#### Part-Time Enrollment of Non-Public School Students

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

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

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

services to be provided to full-time students.

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

A. Non-Public School Student Enrollment Application Procedures.

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

B. Non-Public School Student Admission

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

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Subject to Paragraph D.9. of this Policy, students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

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

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. ~~Any student covered by this subsection must enroll in five credit hours through the District in the semester in which the student participates in an extracurricular activity.~~ There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Part-time students participating in extracurricular activities shall meet the following enrollment requirements, consistent with state law:

(a) For activities regulated by an athletics or activities association (including the Nebraska School Activities Association), the student shall be enrolled in five credit hours offered by the District during each semester of participation. The student may elect to enroll in more than five credit hours.

(b) For activities governed by a national or state organization other than the NSAA, the student shall be enrolled in the minimum number of credit hours required by such organization. The student may elect to enroll in more than five credit hours.

(c) For activities not governed by the NSAA or a national or state organization, the student must enroll in at least five credit hours or the equivalent for middle school students.

Legal Reference: Neb. Rev. Stat. Sec. 79-215, 79-2,136 & 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

Thomas M. Haase  
James B. Gessford  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight  
Charles Kaplan  
Haleigh B. Carlson  
Sara J. Tonjes  
Kendall G. Oberheide  
Rebecca D. Stading



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

\*Also admitted in Iowa  
\*\* Also admitted in Kansas

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

## MEMORANDUM – 2026 SCHOOL DISTRICT ANNUAL POLICY UPDATES

The Legislature adjourned on April 17th this year. This Memo covers the required policy updates that need to be made this summer.

### A. REQUIRED POLICY UPDATES

- 1. Policy 1110 (“Bulletin Boards”):** LB 429 added new requirements for “equal access” to teachers by professional organizations and teacher associations. Policy 1110 has been updated to ensure that qualifying organizations and associations are granted such access under the new law.
- 2. Policy 3560 (“Records Management and Disposition”):** LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3560 has been updated to reflect these changes.
- 3. Policy 5004 (“Full-time and Part-time Enrollment”):** LB 937 refined the part-time enrollment statutes to provide greater flexibility for students participating in national and state activities, such as FFA. Policy 5004 has been updated accordingly.
- 4. Policy 5005 (“Student Residence, Admission and Contracting for Educational Services”):** LB 937 imposes a new requirement that school districts may not disenroll a student who is the subject of a DHHS investigation. Under this new law, if DHHS notifies a school district that a student may be the victim of abuse or neglect, the district cannot facilitate a student’s withdrawal or transfer to a different school. If a parent or guardian attempts to withdraw or transfer the student during this period, the district must notify DHHS. Policy 5005 incorporates these changes.
- 5. Policy 5006 (“Option Enrollment”):** LB 653 amended the option enrollment statutes by requiring the “automatic” acceptance of siblings of option students currently enrolled in a district. Policy 5006 has been updated to reflect this new requirement. Over the next few months, schools should evaluate their option enrollment program and practices to account for these new obligations, as well as review and update option enrollment forms.

- 6. Appendix to Policy 5006 (“Option Resolution”):** Similar to the changes made in Policy 5006, the Option Resolution has been updated to reflect the change in LB 653 that removes capacity limitations for option siblings.
- 7. Policy 5008 (“Attendance”):** LB 937 amended the student attendance laws to provide that a documented absence from a credentialed health professional shall excuse a student’s absence for that day and not count toward a student’s truancy accumulation. The update to Policy 5008 reflects this change.
- 8. Policy 5101 (“Student Discipline”):** LB 653 amended the Student Discipline Act and requires two changes to board policy. First, LB 653 created an exception to the prohibition on suspending young students. Previously, PK-2 graders could only be suspended for bringing a firearm or deadly weapon to school. Now, a PK-2 grader can be suspended for violent behavior. In addition, LB 653 amends the notice requirements for student discipline letters. School administrators should ensure that their student discipline forms and checklists are updated to reflect these new notice requirements.
- 9. Policy 5205 (“Graduation”):** Last year, LB 296 amended Nebraska’s graduation statute to provide an exception for students who, at some point during their high school career, were under the supervision of a juvenile court. Policy 5205 incorporates this new statutory exception into the graduation criteria.
- 10. Policy 8130 (“Annual Organizational Meeting”):** LB 596 allows each board to designate the method by which they will give advanced public notice of board meetings. The method must be noted in the meeting minutes. At the annual organizational meeting, each board should approve (and note in the minutes) the designated method of giving notice, such as on the district’s website or posting in conspicuous places within the District.
- 11. Policy 8342 (“Designated Method of Giving Notice of Meetings”):** LB 596 amends the Open Meetings Act’s notice requirements. Previously, notices of board meetings were required to be published in the newspaper, with several exceptions. Now, notices of regular meetings only need to be published four times per year. Schools that wish to continue publishing monthly notices in the newspaper are free to continue doing so. But for those schools that do not want to be tied to a newspaper each month, notices of the regular meeting schedule need only be published four times a year.

## **B. RECOMMENDED UPDATES**

**1. Policy 3130 (“Purchasing Policies”):** The Purchasing Policy is important to ensure that Boards have oversight of large purchases in the District, while affording the administration the flexibility to make smaller purchases when needed. However, Policy 3130 does not delineate between purchasing products and expending district funds for ongoing service or renewals previously approved (such as utility bills, insurance renewals, and so forth). To better address the distinctions between these scenarios, each Board may consider updating Policy 3130.

## **C. OPTIONAL POLICY AND/OR HANDBOOK UPDATES**

**1. Mobile Tracking:** LB 935 added a new crime for surreptitiously tracking someone via a mobile tracking device. The new law includes an exception for a parent tracking their student. Since Policy 1102 (“Recording of Others”) focuses on listening devices (as opposed to tracking devices), no update is necessary to Policy 1102 in response to LB 935. That said, some districts may want to consider how to handle mobile tracking devices at school.

**2. Smart Glasses:** Some districts have struggled with students wearing smart glasses at school. Policy 6113 (based on LB 140 from last year) bans all “electronic communication devices,” which include smart glasses. However, if your district wants to explicitly include a reference to smart glasses or other technology, you are free to do so within Policy 6113 and/or Policy 5101 (Student Discipline).

**3. Swatting:** LB 935 also created a new crime of “swatting.” The Student Discipline Act (and Policy 5101) already covers criminal conduct as the basis for student discipline, so Policy 5101 does not need to be updated to add “swatting” as an expellable offense. A district could nonetheless add “swatting” if they wanted to make clear that a swatting incident may be grounds for serious discipline.

## **D. OTHER CONSIDERATIONS**

**1. New Centralized Student Record System:** Last year, LB 296 addressed changes to the foster system. One of these changes includes new responsibilities for NDE. Beginning July 1, 2026, school districts will be required to share a student’s education records with NDE if the student is under a juvenile court’s jurisdiction, as part of a new centralized records system.

**2. New NPERS Retirement Rules:** LB 824 changes the public retirement statutes by requiring a 120 day “sit-out” period for employees who retire. As such, any school employee who retires may not work or volunteer for the 120-day period after their retirement date. An employee’s retirement date (for purposes of NPERS) may be deemed to be a date other than the date of the employee’s last workday and is typically “fixed” by the employee’s contract. With this statutory change occurring on May 1, 2026, it may be worth revisiting your 2026-2027 staff contracts to ensure that end dates align with an employee’s final day of work.

- 3. Pink Postcard Process:** LB 384 requires at least one voting member of the board to attend this year’s “pink postcard” hearing for those participating districts. After this fall, the “pink postcard” process will end, and all districts will be required to participate in the new LB 803 hearing in July 2027. This change does not require any policy updates.
- 4. Open Meetings Act Posters:** LB 596 removed the requirement that a copy of the Open Meetings Act be “posted” in the meeting room. Boards now have the option to continue posting the Open Meetings Act or simply making the Open Meetings Act available to someone who wants to review it. Since no policy requires the posting of the Open Meetings Act, this does not require any policy change.
- 5. Veteran’s Preference Reminder:** As a reminder, all public employers in Nebraska are required to note that any open employment positions are “subject to a veteran’s preference.”<sup>1</sup> This summer would be a good time to ensure that your application system complies with this requirement.
- 6. ADA Website Accessibility Deadline Delayed:** Recently, the U.S. Department of Justice announced that the compliance deadlines for the new website accessibility requirements will be delayed for one year. As a result, for entities with a total population of 50,000 or more, their website must be in compliance by April 26, 2027. For those entities with a total population of less than 50,000, the new deadline is April 26, 2028. No policy needs to be updated to reflect this new deadline.
- 7. Food Color Additives:** LB 940 prohibits certain food color additives as part of a school meal, effective August 1, 2027. Since food additives are not referenced in any policy, there will not be a policy update in response to LB 940.
- 8. Workplace Safety Committee Changes:** LB 397 amends the workplace safety statutes. Previously, school districts were required to establish a safety committee through the collective bargaining process. LB 397 revises the statute to permit (not require) the safety committee through the collective bargaining process. School districts could remove the safety committee provision from the Negotiated Agreement next year, if they do not want the safety committee within the Negotiated Agreement.
- 9. Hunger Free Schools Act:** LB 966 created the Hunger Free Schools Act pilot program. There is no policy update or change required for schools to apply to participate in the program.
- 10. Updates to Nebraska’s Controlled Substances Act:** LB’s 877 and 795 updated the list and schedules for controlled substances in Nebraska. However, school policies do not require an exhaustive list of banned or unlawful substances at school, so the updates to these laws do not require a policy change.

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<sup>1</sup> Neb. Rev. Stat. § 48-227.

**11. Human Relations Training Requirements:** LB 1022 repealed the human relation requirement for certain teaching certificates, including substitute teachers. This new law will not result in any change to policy.

As always, please let us know if you have any questions or concerns.

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

**A. Attendance and Absences.**

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, typically require advance approval.
  - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school.
  
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) unexcused absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. ~~Illness (including physical or mental illness) that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.~~ Absences due to illness, including physical or mental illness, that make attendance impossible or impracticable, and that are documented by a credentialed health professional, shall not be the basis for referral to the county attorney. In cases of chronic illness, such documentation will be reviewed each semester.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption: [Insert Date]

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Circumstances of Absences – Definitions.** The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, typically require advance approval.
  - a. **School Excused.** Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. **Not School Excused.** Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school.
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) unexcused absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Absences due to illness, including physical or mental illness, that make attendance impossible or impracticable, and that are documented by a credentialed health professional, shall not be the basis for referral to the county attorney. In cases of chronic illness, such documentation will be reviewed each semester.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption: [Insert Date]

**RESOLUTION**

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

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

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

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

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

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

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_.  
The following members voted against the same: \_\_\_\_\_.  
The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

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

**[NAME] PUBLIC SCHOOLS**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

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

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

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

**\*\* Siblings of current option students are exempt from any capacity limits.**

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral ~~or~~and written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address

the behavior moving forward, including strategies to maximize the student's continued participation in school..

- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
  - e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. ~~The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.~~The notice will include a description of (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..
3. Expulsion:
- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. ~~The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.~~The notice will include a description of: (i) the

student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..

- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.
- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court,

or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed-to conditions, the student may be permitted to return to school. The student may, with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, ~~no~~ pre-kindergarten through second grade student ~~may~~shall not be suspended ~~from school,~~ unless the student (1) brings a deadly weapon ~~onto~~ school grounds, ~~in~~ a school vehicle, or ~~to~~ a school activity. ~~Instead, or (2) engages in violent behavior capable of causing physical harm to another student or school employee. In all other circumstances,~~ the Principal or ~~Principal's~~ designee may implement appropriate alternative disciplinary measures on a case-by-case basis ~~if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade. A student who~~ brings a deadly weapon ~~on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or~~ may be expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:

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

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

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

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
  - C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds,

in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event. Mandatory reassignment shall be subject to the same procedural requirements and protections as long-term suspension and expulsion.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school

- employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
  12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
  13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
  14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
  15. Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged;

however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

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

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

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

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

2. Academic Integrity.

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

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

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

- (a) Tests (includes tests, quizzes and other examinations or academic performances):
- (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
  - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

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

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

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

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

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

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

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

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

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

#### E. Law Violations

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

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

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

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296  
Neb. Rev. Stat. Section 79-2,160

Date of Adoption: [Insert Date]

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral and written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address

- the behavior moving forward, including strategies to maximize the student's continued participation in school..
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
  - e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..
3. Expulsion:
- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of: (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how

the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..

- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.
- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific

guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed-to conditions, the student may be permitted to return to school. The student may, with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, a pre-kindergarten through second grade student shall not be suspended unless the student (1) brings a deadly weapon to school grounds, a school vehicle, or a school activity, or (2) engages in violent behavior capable of causing physical harm to another student or school employee. In all other circumstances, the Principal or designee shall implement appropriate alternative disciplinary measures on a case-by-case basis. A student who brings a deadly weapon may be expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event. Mandatory reassignment shall be subject to the same procedural requirements and protections as long-term suspension and expulsion.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes

- or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
  8. Public indecency or sexual conduct. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
  9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
  10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.

12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

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

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

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

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

2. Academic Integrity.

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

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

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

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

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

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

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators,

or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

- (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one’s place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student’s work. For example, a student engages in cheating if the student has a draft essay reviewed by the student’s parent or sibling, and the essay is

substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

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

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

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

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

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

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

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to

complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

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

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

#### E. Law Violations

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

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

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken,

except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference:      Neb. Rev. Stat. Sections 79-254 to 79-296  
                                 Neb. Rev. Stat. Section 79-2,160

Date of Adoption:      [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

StudentsGraduation

To participate in commencement exercises or receive a [Name] Public Schools diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions, except as otherwise required by state law. Students who graduate from [Name] Public Schools must accumulate 200 hours. The total graduation requirements must include the following core curriculum:

English Language Arts	40	Semester Hours
Science	30	Semester Hours
Math	30	Semester Hours
Social Studies	30	Semester Hours
Physical Education	10	Semester Hours
Required	110	Semester Hours
Electives	90	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation. Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Notwithstanding any other provision of this policy, a student who is or was under the jurisdiction of a juvenile court and placed in out-of-home care at any time during the student's high school enrollment shall be eligible to graduate from the District if (1) the student, at any point in time, was enrolled in high school in the District, and (2) the student has met the minimum graduation requirements established by state law.

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

Date of Adoption:    [Insert Date]

Internal Board Policies - Methods of OperationDesignated Method of Giving Notice of Meetings

The Board of Education will give advance notice of meetings by a method designated by the Board at the Board's organizational meeting each January, or as otherwise determined by the Board. The designated method will be recorded in the Board's meeting minutes.

In addition, at least four times per calendar year, the Board will publish in a newspaper of general circulation the following information: (1) the regular meeting schedule, (2) the location of regular board meetings, and (3) the method of advanced notice designated by the Board. Notwithstanding the foregoing, the Board reserves the right to change the regular meeting schedule or location if circumstances require such a change.

Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.

The Secretary of the Board of Education, or the Secretary's designee, shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to such news media of the time and place of each meeting and the subjects to be discussed at the meeting.

Legal Reference: Neb. Rev. Stat. §§ 79-554; 79-555 & 84-1411.

Date of Adoption: [Insert Date]

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To participate in commencement exercises or receive a [Name] Public Schools diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions, except as otherwise required by state law. Students who graduate from [Name] Public Schools must accumulate 200 hours. The total graduation requirements must include the following core curriculum:

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

Date of Adoption:    [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

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

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. The purchasing limits or requirements set forth in this policy may be waived in the event of an emergency or time-sensitive purchase where delay would materially disrupt District operations, threaten health or safety, result in the loss of services, or cause financial harm. In such circumstances, the Superintendent shall obtain prior approval from the Board President when reasonably practicable, and the Board of Education may ratify such purchase at a subsequent meeting.
5. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or Superintendent shall be personally liable for payment for the supplies or equipment purchased.
6. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

7. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.
8. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

#### Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use. For purposes of this policy, "goods" shall mean tangible supplies, materials, or equipment, and "services" shall mean professional services, contractual services, subscriptions, software or technology services, maintenance agreements, or other ongoing or time-based services. Purchases of goods shall follow the thresholds and procedures set forth above. Purchases of services may be subject to additional flexibility as set forth below, particularly when continuity of service is required.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Service Contract Renewals

When the Board of Education has previously approved a service, program, or contractual relationship, the Superintendent or designee is authorized to approve the renewal, extension, or continuation of such service without prior Board approval when:

- i. The renewal is consistent with the scope, purpose, and general cost structure previously approved by the Board;
- ii. The renewal is necessary to avoid an interruption of services or to meet a contractual or service deadline that occurs prior to the next scheduled Board meeting; and
- iii. The total cost of the renewal does not materially exceed the previously approved amount or includes only standard or customary increases.

The Superintendent or designee shall report any renewal to the Board of Education at the next regular meeting for review and ratification.

If a proposed renewal includes a material change in scope, pricing, or contractual terms, the renewal shall be submitted to the Board of Education for approval prior to execution whenever reasonably practicable.

Legal Reference:     Neb. Rev. Stat. Sec. 13-610  
                          Neb. Rev. Stat. Sec. 49-1401, et seq

Date of Adoption:    [Insert Date]

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are solely designated for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the Principal or designee.

Upon request, a professional employees' organization, as defined by state law, shall be granted reasonable access to the physical or electronic mailboxes of certificated employees for purposes consistent with state law and Board Policy. The Superintendent or designee may establish reasonable, content-neutral procedures governing the time, place, and manner of such access to ensure that school business is not disrupted and that the District maintains employee privacy. A professional employees' organization shall also be permitted to provide information to certificated employees, including at employee meetings or orientation sessions, subject to reasonable administrative scheduling and oversight.

Legal Reference:      Neb. Rev. Stat. Sec. 79-526  
LB 429 (2026)

Date of Adoption:    [Insert Date]

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are solely designated for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the Principal or designee.

Upon request, a professional employees' organization, as defined by state law, shall be granted reasonable access to the physical or electronic mailboxes of certificated employees for purposes consistent with state law and Board Policy. The Superintendent or designee may establish reasonable, content-neutral procedures governing the time, place, and manner of such access to ensure that school business is not disrupted and that the District maintains employee privacy. A professional employees' organization shall also be permitted to provide information to certificated employees, including at employee meetings or orientation sessions, subject to reasonable administrative scheduling and oversight.

Legal Reference: Neb. Rev. Stat. Sec. 79-526  
LB 429 (2026)

Date of Adoption: [Insert Date]

## Internal Board Policies - Methods of Operation

### Designated Method of Giving Notice of Meetings

The Board of Education will give advance notice of meetings by a method designated by the Board at the Board's organizational meeting each January, or as otherwise determined by the Board. The designated method will be recorded in the Board's meeting minutes.

In addition, at least four times per calendar year, the Board will publish in a newspaper of general circulation the following information: (1) the regular meeting schedule, (2) the location of regular board meetings, and (3) the method of advanced notice designated by the Board. Notwithstanding the foregoing, the Board reserves the right to change the regular meeting schedule or location if circumstances require such a change.~~one of the following methods:~~

~~1. Publishing in a newspaper of general circulation within the District's jurisdiction, posting on the newspaper's website, if available, and posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; or~~

~~2. Posting to the newspaper's website, if available, and posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of the newspaper will be finalized for print prior to the time and date of the meeting.~~

~~The Superintendent is delegated the authority to determine which method of notice to use for a board meeting.~~

~~If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the District's website, (2) posting notice on the statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) posting such notice in a conspicuous public place within the District. The Board Secretary shall keep a written record of such postings.~~

Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.

The Secretary of the Board of Education, or the Secretary's designee, shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to such news media of the time and place of each meeting and the subjects to be discussed at the meeting.

Legal Reference: Neb. Rev. Stat. §§ 79-554; 79-555 & 84-1411.

Date of Adoption: [Insert Date]

## Business Operations

### Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Records, Messages, and Data. ~~District records may be created, stored, and maintained in paper or electronic format. Electronic records may include, but are not limited to, (a) email and other electronic communications; (b) digital documents and databases; (c) audio and video recordings; and (d) cloud-based and third-party hosted data. Electronic communications, documentation, and data are District records when they relate to District business and will be retained in accordance with the applicable record retention schedules. Due to system storage limitations, certain categories of electronic data (such as surveillance video or system logs) may be retained for shorter periods than other records, unless required to be preserved by law or otherwise determined by the Superintendent or designee. The District will implement reasonable measures to ensure that electronic records remain accessible, retrievable, and secure for the duration of their required retention period. Employees are responsible for retaining records within their control when they are aware, or reasonably should be aware, that such records may be subject to a records request, audit, investigation, or possible litigation. The District's server(s) have storage limitations. Certain types of files (like emails) may be retained for longer than other types of files (like video recordings) due to these storage limitations. In situations where the District is promptly made aware of the need to save a certain file, the District may take steps to download or save such file before the file is eliminated.~~
4. ~~Electronic Records. All books, papers, documents, reports, and records kept by the District may be retained as electronic records. Minutes of the meetings of the school Board may be kept as an electronic record.~~
- 5.4. Litigation Holds. When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue. Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold

to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6.5. Settlement Agreements. A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval, if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

Legal Reference: Neb. Rev. Stat. Sections 84-712 through 84-712.09  
Neb. Rev. Stat. Sections 84-1201 to 84-1227

State Records Administrator Guidelines:

Schedule 10: Records of Local School Districts

Schedule 24: Local Agencies General Records

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

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

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. The purchasing limits or requirements set forth in this policy may be waived in the event of an emergency or time-sensitive purchase where delay would materially disrupt District operations, threaten health or safety, result in the loss of services, or cause financial harm. In such circumstances, the Superintendent shall obtain prior approval from the Board President when reasonably practicable, and the Board of Education may ratify such purchase at a subsequent meeting.~~These purchasing limits or requirements will not apply in the event of a time-sensitive purchase, or a purchase where these requirements would not reasonably or practically apply, as long as the Superintendent obtains prior approval from the Board President, and the Board of Education subsequently ratifies said purchase at a subsequent Board meeting.~~
5. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or Superintendent shall be personally liable for payment for the supplies or equipment purchased.
6. School employees or students purchasing supplies and equipment out of an activity account

must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

7. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.
8. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

#### Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use. For purposes of this policy, "goods" shall mean tangible supplies, materials, or equipment, and "services" shall mean professional services, contractual services, subscriptions, software or technology services, maintenance agreements, or other ongoing or time-based services. Purchases of goods shall follow the thresholds and procedures set forth above. Purchases of services may be subject to additional flexibility as set forth below, particularly when continuity of service is required.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Service Contract Renewals

When the Board of Education has previously approved a service, program, or contractual relationship, the Superintendent or designee is authorized to approve the renewal, extension, or continuation of such service without prior Board approval when:

- i. The renewal is consistent with the scope, purpose, and general cost structure previously approved by the Board;
- ii. The renewal is necessary to avoid an interruption of services or to meet a contractual or service deadline that occurs prior to the next scheduled Board meeting; and
- iii. The total cost of the renewal does not materially exceed the previously approved amount or includes only standard or customary increases.

The Superintendent or designee shall report any renewal to the Board of Education at the next regular meeting for review and ratification.

If a proposed renewal includes a material change in scope, pricing, or contractual terms, the renewal shall be submitted to the Board of Education for approval prior to execution whenever reasonably practicable.

Legal Reference:      Neb. Rev. Stat. Sec. 13-610  
                                 Neb. Rev. Stat. Sec. 49-1401, et seq

Date of Adoption:    [Insert Date]

## Business Operations

### Records Management and Disposition

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The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

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