

Board of Education Regular Meeting

December 12, 2011 6:00 PM

District Board Office, Central Services
Building
14801 South 108 Street
Springfield, NE 68059-4925

Agenda

- I. Americanism/Curriculum Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - A. Minutes of the Previous Month's Meetings
 - B. Treasurer's Report
 - C. Statement of Activity Fund Accounts
 - D. Recommendation for Bill Payment
 - E. Open and Option Enrollment Applications
- VI. Special Report: Platteview High School Student Council
- VII. Items From Patrons on Agenda Items
- VIII. Old Buisness
 - A. Lease with Peru State College for the La Platte Elementary Building
 - B. Administrative Procedures for Early Entrance into Kindergarten
 - C. 2nd Reading of Policies in 5000's
 - i. Policy 5000 - Introductory Statement
 - ii. Policy 5002 - Discontinuance of Enrollment for Children Younger Than Six Years of Age with Affidavit and Parent Release
 - iii. Policy 5003 - Assignment of Students: Grade Placement and Transfer of Students
 - iv. Policy 5004 - Full and Part-time Enrollment
 - v. Policy 5004 - Application of Non-public School Student Part-time Enrollment
 - vi. Policy 5005 - Student Residence, Admission, and Contracting for Educational Services
 - vii. Policy 5007 - Foreign Exchange Students
 - viii. Policy 5009 - Attendance During the School Day (Dismissals and Field Trips)
 - ix. Policy 5010 - School Census
 - x. Policy 5011 - Parent-Student Handbook
 - xi. Policy 5101 - Student Discipline
 - xii. Policy 5102 - Alternative Education
 - xiii. Policy 5103 - Extra-Curricular Activity
 - xiv. Policy 5104 - Drug and Substance Abuse Use and Prevention
 - xv. Policy 1100 - Use of School Facilities
 - xvi. Policy 5201 - Promotion and Retention of Students
 - xvii. Policy 5202 - Student Records

- xviii. Policy 5203 - Academic Progress
 - xix. Policy 5207 - Make-up Work
 - xx. Policy 5301 - Association Activities
 - xxi. Policy 5302 - Student Activities
 - xxii. Policy 5303 - Student Activities, Hazing, Fund-raising, and Supervision
 - xxiii. Policy 5304 - Selection of Students
- IX. New Business
 - A. Hire Superintendent
- X. Reports
 - A. Americanism/Curriculum Committee Report
 - B. Learning Community Report
 - C. Board Member Openings and Election Filing Deadlines
 - D. Elementary Breakfast
 - E. Staff and Student Successes
 - F. Other Items for Discussion
- XI. Items from Patrons on Items Not on Agenda
- XII. Advance Planning
- XIII. Executive Session
 - A. Teacher Negotiations
 - B. Superintendent Evaluation
 - C. Leave Executive Session
- XIV. Adjourn

South Sarpy School District #46
Board of Education
Americanism/Curriculum Committee

December 12, 2011
6:00 p.m.

Agenda

1. Review of Curriculum Writing Calendar and Materials
2. Update on Social Studies Revision (Kirwan)
3. State Assessment Update (Kirwan)
4. Bill regarding the Pledge of Allegiance (Chevalier)
5. Other Items For Discussion

Board of Education Regular Meeting

November 14, 2011 06:00PM

District Board Office, Central Services Building

The Site Committee started at 6:00 p.m. Fisher, Stolzer, and Wichman were present. Major building projects were discussed. Sherman arrived at 6:25 p.m. and Dill arrived at 6:29 p.m. The Site Committee adjourned at 6:40 p.m.

The Finance Committee started at 6:40 p.m. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:53 p.m.

A meeting of the Board of Education of South Sarpy School District #46 in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, November 14, 2011, at the District Board Office, Central Services Building. Present: Dill, Fisher, Sherman, Stolzer, and Wichman. Absent: Kreifels.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Fisher informed the board and the public that the Act is located on the west wall of the board room.

Motion to approve the Consent Agenda as presented passed with a motion by Sherman and a second by Stolzer. Vote: Yeas - Dill, Fisher, Sherman, Stolzer, Wichman. Nays - None.

There were no items from patrons on agenda items.

According to Policy 4119.3, the Board must decide each year before January 1st if they wish to offer any Voluntary Separation Program (VSP) incentives during that budget year. If the Board decides to offer VSP incentives, it also must decide how many incentives to offer. Wichman made a motion to offer Voluntary Separation Program incentives for the 2011-12 budget year. The motion died for lack of a second.

Action to approve going into executive session at 7:35 p.m. for personnel issues for the purpose of protecting the public interest and for the prevention of needless injury to the reputation of an individual passed with a motion by Sherman and a second by Stolzer. Vote: Yeas - Dill, Fisher, Sherman, Stolzer, Wichman. Nays - None.

Action to leave executive session and reconvene in regular session at 7:55 p.m. passed with a motion by Stolzer and a second by Sherman. Vote: Yeas - Dill, Fisher, Sherman, Stolzer, Wichman. Nays - None.

Action to approve offering Voluntary Separation Program incentives for the 2011-12 budget year passed with a motion by Stolzer and a second by Dill. Vote: Yeas - Dill, Fisher, Sherman, Stolzer, Wichman. Nays - None.

Action to offer four Voluntary Separation Program incentives for the 2011-12 budget year passed with a motion by Stolzer and a second by Dill. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

The week of November 14th through November 18th, 2011 has been designated as American Education Week. This week is set aside each year to honor the accomplishments of American public schools, and to recognize the hard work and dedication of all public school staff members. The Board of Education commits this week, through the passage of a resolution, to honor those who work in our school district, and celebrate the many accomplishments of our students and our staff. Action to approve the Resolution on American Education Week 2011 as presented passed with a motion by Sherman and a second by Dill. Vote: Yeas - Dill, Fisher, Sherman, Stolzer, Wichman. Nays - None.

Kreifels arrived at 8:15 p.m.

The Board is reviewing all policies in the 5000's - Student section, to update and ensure policies match procedures and state statute. The following policies were presented for discussion: 5000 - Introductory Statement, 5002 - Discontinuance of Enrollment for Children Younger Than Six Years of Age with Affidavit and Parent Release, 5003 - Assignment of Students: Grade Placement and Transfer of Students, 5004 - Full and Part-time Enrollment, 5004 - Application of Non-public School Student Part-time enrollment, 5005 - Student Residence, Admission, and Contracting for Educational Services, 5007 - Foreign Exchange Students, 5009 - Attendance During the School Day (Dismissals and Field Trips), 5010 - School Census, 5011 - Parent-Student Handbook, 5101 - Student Discipline, 5102 - Alternative Education, 5103 - Extra-Curricular Activity, 5104 - Drug and Substance Abuse Use and Prevention, 1100 - Use of School Facilities, 5201 - Promotion and Retention of Students, 5202 - Student Records, 5203 - Academic Progress, 5207 - Make-up Work, 5301 - Association Activities, 5302 - Student Activities, 5303 - Student Activities, Hazing, Fund-raising, and Supervision, and 5304 - Selection of Students. This was the first reading of these policies. They will be presented for final approval in December.

Wichman gave a Site Committee report and asked for input from the Board regarding replacing the football scoreboard. Dr. Chevalier gave a Learning Community update, reported on the 2010-11 Performance Index, reviewed the 2010-2011 Audit Report, and discussed the NASB Delegate Assembly Resolutions. Mr. Richards reported on Parent-Teacher conferences and percentage of attendance, reviewed the ESU #3 Annual Report, reported on the United Way contributions by staff, and reported on staff and student successes. He also gave an update on Strategic Planning. Other items of discussion included the upcoming football game, a recent replat, and the Nebraska Legislative districts.

There were no items from patrons on items not on agenda.

Advance Planning

11/14-18/11 American Education Week
11/16/11 M.A.B.E. Meeting
11/16-18/11 NASB/NASA State Education Conference (La Vista)
11/21/11 Foundation Board Meeting - 7:30 a.m.
11/21/11 Community Advisory Meeting - 7:00 p.m.
11/23/11 Early Dismissal
11/24-25/11 No School - Thanksgiving
11/28/11 Board Work Session - 7:00 p.m.

12/12/11 Regular Board Meeting - 7:00 p.m.; Americanism/Curriculum Committee
6:00 p.m.; Finance Committee - 6:30 p.m.)
12/20/11 Holiday Tea - 2:00 p.m.
1/25/12 UNO Phi Delta Kappa Meeting - 5:30 p.m.
2/16-19/12 AASA Convention in Houston
4/21-23/12 NSBA Annual Conference (Boston)

Action to go into executive session at 10:15 p.m. for the purpose of protecting the public interest and for the prevention of needless injury to the reputation of an individual regarding contract negotiations, personnel, and the Superintendent's evaluation passed with a motion by Sherman and a second by Dill. Vote: Yeas - Dill, Kyle Fisher, Kreifels, Sherman, Stolzer, Wichman.

Action to return from executive session at 11:51 p.m. passed with a motion by Wichman and a second by Dill. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Motion to adjourn the meeting at 11:52 p.m. passed with a motion by Stolzer and a second by Wichman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman.

Thoma Bumgardner, Recording Secretary

Accepted: _____

Sherman, Secretary
Board of Education

Board of Education Work Session
November 28, 2011 07:00PM
Board Room, Central Services Building

A work session of the Board of Education of South Sarpy School District No. 46 in the County of Sarpy, in the State of Nebraska was convened in open and public session at 7:09 p.m., Monday, November 28, 2011, at the District Board Office, Central Services Building. Present: Chris Dill, Kyle Fisher, Jennifer Kreifels, Brenda Sherman, Nick Stolzer, Brian Wichman. Absent: None.

State Statute 84-1407 to 84-1414 requires that the Open Meetings Act be posted in the meeting room. President Fisher informed the board and the public that the Act is located on the wall west of the board table.

There was no public comment.

Topics of discussion included the State Education Conference, the LaPlatte Elementary School lease, the November 21, 2011 Foundation meeting, a Learning Community update, early entrance procedures, commencement procedure, the 2012 Legislative Session, and Strategic Planning.

Future Planning:

12/12/11 Regular Board Meeting - 7:00 p.m. (Americanism/Curriculum Committee 6:00 p.m.; Finance Committee - 6:30 p.m.)
12/20/11 Holiday Tea - 2:00 p.m.
12/22/11 Last Day of First Semester
1/2-3/12 Teacher Training Days
1/4/12 First Day of Second Semester
1/9/12 Regular Board Meeting - 7:00 p.m. (Note: No Committee - 6:00 p.m.; Finance Committee - 6:30 p.m.)
1/23/12 Board Work Session - 7:00 p.m.
1/25/12 UNO Phi Delta Kappa Meeting - 5:30 p.m.
2/6-7/12 Labor Relations Conference in Kearney
2/16-19/12 AASA Convention in Houston
4/21-23/12 NSBA Annual Conference (Boston)

Action to go into executive session at 9:05 p.m. for the purpose of protecting the public interest and for the prevention of needless injury to the reputation of an individual regarding contract negotiations, personnel, and the superintendent's evaluation passed with a motion by Stolzer and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Action to leave executive session at 12:05 a.m. November 29, 2011 passed with a motion by Sherman and a second by Dill. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Action to adjourn at 12:06 a.m. on November 29, 2011 passed with a motion by Kreifels and a second by Wichman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: _____

Brenda Sherman, Secretary
Board of Education

11/1/2011 through 11/30/2011

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Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 10/31/2011							2,655.74
11/1/2011	Administrative	5042	POSTMASTE...	1-01-2510-341 POSTAGE		R	-29.29
11/1/2011	Administrative	5043	TOTALFUND...	1-01-2510-341 POSTAGE		R	-500.00
11/2/2011	Administrative	5044	Luann Kuim	1-01-2510341 REIMBR Post...		R	-9.03
11/4/2011	Administrative	5045	AAHPERD	1-01-2210-410 SUPPLIES		R	-30.25
11/4/2011	Administrative	5046	POSTMASTE...	1-01-2510-341 POSTAGE		R	-9.94
11/7/2011	Administrative	5047	JACKI CASE	1-01-2510-341 REIMBR Post...		R	-17.60
11/11/2011	Administrative	5048	JACKI CASE	1-01-2510-341 REIMBR Post...		R	-16.55
11/14/2011	Administrative	5049	SANDY LEE	1-10-1290-410 REIMBR SUP...		R	-139.17
11/16/2011	Administrative	5050	PIZZA HUT	1-01-2310-690 MISCELLANE...		R	-628.16
11/17/2011	Administrative	TXFR	TRANSFER F...			R	1,881.90
11/18/2011	Administrative	5051	LOWES	1-22-1100-410 SUPPLIES		R	-584.14
11/18/2011	Administrative	5052	JODIE MORG...	1-22-1100-410 REIMBR SUP...		R	-90.00
11/21/2011	Administrative	5053	LINDER TIRE...	1-01-2620-410 SUPPLIES		R	-18.00
11/25/2011	Administrative	5054	POSTMASTE...	1-01-2510-341 POSTAGE		R	-13.47
11/1/2011 - 11/30/2011							-203.70
BALANCE 11/30/2011							2,452.04
TOTAL INFLOWS							1,881.90
TOTAL OUTFLOWS							-2,085.60
NET TOTAL							-203.70

11/1/2011 through 11/30/2011

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Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 10/31/2011							6,937.00
11/11/2011	STUDENT FE...	1135	EDUCATION...		DRIVER EDU...	R	-6,930.00
11/1/2011 - 11/30/2011							-6,930.00
BALANCE 11/30/2011							7.00
TOTAL INFLOWS							0.00
TOTAL OUTFLOWS							-6,930.00
NET TOTAL							-6,930.00

Nebraska Public Agency Investment Trust

PO Box 82529
Lincoln, NE 68501
(800) 640-8817
(402) 323-1615

Account Activity for November 01, 2011 to November 30, 2011

Participant Name:

SOUTH SARPY SCHOOL DISTRICT #46
14801 S 108TH ST
SPRINGFIELD NE 68059

Account Number: 126649-001

Beginning Balance: \$68,494.49

Date	Description	Authorization	Amount	Balance
11/30/2011	Auto-Post November Interest, Purchase		\$0.76	\$68,495.25

Ending Balance: \$68,495.25

NPAT

Nebraska Public Agency Investment Trust

Nebraska Public Agency Investment Trust
Daily Balance and Interest Report for: November 2011

Name: SOUTH SARPY SCHOOL DISTRICT #46

Account Number: 126649-001

Date	Daily Yield	Balance	Daily Accrual
11/01/2011	0.00010	\$68,494.49	\$0.02
11/02/2011	0.00010	\$68,494.49	\$0.02
11/03/2011	0.00010	\$68,494.49	\$0.02
11/04/2011	0.00010	\$68,494.49	\$0.02
11/05/2011	0.00010	\$68,494.49	\$0.02
11/06/2011	0.00010	\$68,494.49	\$0.02
11/07/2011	0.00010	\$68,494.49	\$0.02
11/08/2011	0.00010	\$68,494.49	\$0.02
11/09/2011	0.00010	\$68,494.49	\$0.02
11/10/2011	0.00010	\$68,494.49	\$0.02
11/11/2011	0.00010	\$68,494.49	\$0.02
11/12/2011	0.00010	\$68,494.49	\$0.02
11/13/2011	0.00010	\$68,494.49	\$0.02
11/14/2011	0.00010	\$68,494.49	\$0.02
11/15/2011	0.00020	\$68,494.49	\$0.04
11/16/2011	0.00010	\$68,494.49	\$0.02
11/17/2011	0.00010	\$68,494.49	\$0.02
11/18/2011	0.00010	\$68,494.49	\$0.02
11/19/2011	0.00010	\$68,494.49	\$0.02
11/20/2011	0.00010	\$68,494.49	\$0.02
11/21/2011	0.00010	\$68,494.49	\$0.02
11/22/2011	0.00020	\$68,494.49	\$0.04
11/23/2011	0.00010	\$68,494.49	\$0.02
11/24/2011	0.00020	\$68,494.49	\$0.04
11/25/2011	0.00020	\$68,494.49	\$0.04
11/26/2011	0.00020	\$68,494.49	\$0.04
11/27/2011	0.00020	\$68,494.49	\$0.04
11/28/2011	0.00020	\$68,494.49	\$0.04
11/29/2011	0.00010	\$68,494.49	\$0.02
11/30/2011	0.00020	\$68,494.49	\$0.04
Average Weighted Rate		Average Balance	Total Interest
0.01350 %		\$68,494.49	\$0.76

South Sarpy School District #46
Comparison of Cash Balance by Fund
November 30, 2011

		<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Aug</u>	General Fund	\$ 4,003,836.55	\$ 4,348,397.57	\$ 4,833,068.31
	Emp. Benefit Fund	\$ 60,418.75	\$ 466,607.11	\$ 722,846.39
	Building Fund	\$ 936,578.26	\$ 1,223,682.99	\$ 1,572,344.69
	School Lunch	\$ 107,606.58	\$ 116,630.51	\$ 102,932.61
	Bond Fund	\$ 351,774.19	\$ 501,590.71	\$ 482,885.56
	Depreciation Fund	\$ 111,209.34	\$ 149,717.23	\$ 210,169.24
	August Total	\$ 5,571,423.67	\$ 6,806,626.12	\$ 7,924,246.80
<u>Sept</u>	General Fund	\$ 3,470,801.18	\$ 4,120,936.82	\$ 4,432,866.89
	Emp. Benefit Fund	\$ 60,441.10	\$ 432,821.70	\$ 639,876.30
	Building Fund	\$ 963,855.13	\$ 1,225,124.10	\$ 1,553,887.83
	School Lunch	\$ 105,456.32	\$ 104,438.86	\$ 127,739.95
	Bond Fund	\$ 377,201.94	\$ 526,070.81	\$ 503,167.36
	Depreciation Fund	\$ 111,255.04	\$ 149,764.81	\$ 210,206.52
	September Total	\$ 5,089,010.71	\$ 6,559,157.10	\$ 7,467,744.85
<u>Oct</u>	General Fund	\$ 2,598,384.37	\$ 3,878,943.25	\$ 4,102,405.39
	Emp. Benefit Fund	\$ 60,463.46	\$ 432,907.67	\$ 639,960.45
	Building Fund	\$ 941,075.70	\$ 1,189,132.64	\$ 1,528,891.40
	School Lunch	\$ 98,735.29	\$ 104,992.58	\$ 129,934.79
	Bond Fund	\$ 387,118.66	\$ 530,220.13	\$ 507,728.09
	Depreciation Fund	\$ 111,300.76	\$ 149,806.46	\$ 210,238.54
	October Total	\$ 4,197,078.24	\$ 6,286,002.73	\$ 7,119,158.66
<u>Nov</u>	General Fund	\$ 1,959,378.44	\$ 3,203,815.70	\$ 3,501,467.31
	Emp. Benefit Fund	\$ 60,486.57	\$ 433,002.55	\$ 640,039.35
	Building Fund	\$ 954,084.04	\$ 1,152,164.65	\$ 1,530,268.01
	School Lunch	\$ 98,839.77	\$ 101,296.10	\$ 126,046.09
	Bond Fund	\$ 138,071.88	\$ 139,665.71	\$ 120,219.94
	Depreciation Fund	\$ 111,348.03	\$ 149,852.43	\$ 210,268.78
	November Total	\$ 3,322,208.73	\$ 5,179,797.14	\$ 6,128,309.48

SOUTH SARPY SCHOOL DISTRICT 46
Treasurer's Report
For the month ended November 30, 2011

General Fund Now Account

Bank Balance: Beginning of Reporting Period		\$	180,106.71
Deposits:			
Springfield State Bank - Interest	\$	53.91	
Transfers from Investment Account	\$	1,059,474.53	
Transfer from Bond Fund	\$	389,785.00	
Transfers from Lunch Fund Investment	\$	68,353.48	
Transfers from Building Fund Investment	\$	2,047.40	\$ 1,519,714.32
			<u>\$ 1,699,821.03</u>
Disbursements			<u>\$ 1,129,902.76</u>
Bank Balance: End of Reporting Period			\$ 569,918.27
Outstanding Checks: End of Reporting Period			<u>\$ 550,000.46</u>
NOW Account Balance: End of Reporting Period		\$	19,917.81

General Fund Investment Account

Available Balance: Beginning of Reporting Period		\$	3,918,705.54
Deposits:			
Springfield State Bank - Interest	\$	522.14	
Sarpy County Treasurer - Local Taxes	\$	81,418.42	
Learning Community Common Taxes	\$	25,861.06	
Mann - Rental House	\$	685.00	
State Aid	\$	396,604.20	
IDEA Grant	\$	19,550.00	
City of Springfield-Liquor Licenses	\$	1,200.00	
Rent of Springfield	\$	900.00	
Sale of Metal	\$	506.60	
ARRA Grants	\$	88,409.00	
Tuition (ACT and Pre-School)	\$	1,425.00	
Refunds and Reimbursements	\$	271.39	
First Management Inc. - LaPlatte	\$	3,682.04	\$ 621,034.85
			<u>\$ 4,539,740.39</u>
Disbursements			
Transfers to General Fund NOW	\$	1,059,474.53	
Returned Check	\$	25.00	
Administrative Revolving	\$	1,881.90	
Bank Service Charges	\$	139.90	\$ 1,061,521.33
			<u>\$ 1,061,521.33</u>
Investment Account Balance: End of Reporting Period		\$	3,478,219.06

General Fund Administrative Revolving Account

Available Balance: Beginning of Reporting Period		\$	3,593.14
Deposits:			
Transfers From General Fund Investment Acc't	\$	1,881.90	
Transfers From Lunch Fund Investment Acc't	\$	-	\$ 1,881.90
			<u>\$ 5,475.04</u>
Disbursements			<u>\$ 2,144.60</u>

Admin. Revolving Account Balance: End of Reporting Period	\$	3,330.44
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General Fund Administrative Revolving Account	\$	3,330.44
General Fund NOW Account	\$	19,917.81
General Fund Investment Account	\$	3,478,219.06

TOTAL GENERAL FUND BALANCE	\$	3,501,467.31
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Employee Benefit Fund

Available Balance: Beginning of Reporting Period	\$	639,960.45
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Deposits:

Springfield State Bank - Interest	\$	78.90
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Bank Balance: End of Reporting Period	\$	640,039.35
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Available Balance: End of Reporting Period	\$	640,039.35
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TOTAL EMPLOYEE BENEFIT BALANCE	\$	640,039.35
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Special Building Fund Investment Account

Available Balance: Beginning of Reporting Period	\$	1,528,891.40
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Deposits:

Springfield State Bank - Interest	\$	220.09
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Sarpy County Treasurer - Local Taxes	\$	3,203.92
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	\$	3,424.01
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	\$	1,532,315.41
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Disbursements	\$	2,047.40
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Available Balance: End of Reporting Period	\$	1,530,268.01
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TOTAL SPECIAL BUILDING FUND BALANCE	\$	1,530,268.01
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School Lunch Investment Account

Available Balance: Beginning of Reporting Period	\$	129,934.79
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Deposits:

Springfield State Bank - Interest	\$	18.03
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Hot Lunches	\$	29,101.00
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State/Federal Aid	\$	11,819.53
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Return of Mistaken Payment	\$	23,566.22
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	\$	64,504.78
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	\$	194,439.57
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Disbursements

Returned Checks	\$	40.00
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Transfers to NOW	\$	68,353.48
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Available Balance: End of Reporting Period	\$	126,046.09
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TOTAL SCHOOL LUNCH FUND BALANCE	\$	126,046.09
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Bond Fund Investment Account

Available Balance: Beginning of Reporting Period	\$	507,728.09
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Deposits:

Springfield State Bank - Interest	\$	47.09
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Sarpy County Treasurer - Local Taxes	\$ 2,229.76	\$ 2,276.85
		<u>\$ 510,004.94</u>

Disbursements		
Transfer to NOW		\$ 389,785.00
Available Balance: End of Reporting Period		<u>\$ 120,219.94</u>

TOTAL BOND FUND BALANCE	\$ 120,219.94
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<u>Depreciation Fund Account</u>		
Available Balance: Beginning of Reporting Period		\$ 210,238.54
Deposits:		
Springfield State Bank - Interest	\$ 30.24	
Transfers from General Fund	\$ -	\$ 30.24
		<u>\$ 210,268.78</u>

Disbursements		
Transfer to NOW		\$ -
Available Balance: End of Reporting Period		<u>\$ 210,268.78</u>

TOTAL DEPRECIATION FUND BALANCE	\$ 210,268.78
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Platteview Central Activity Accounts

[illegible]

		Dated	12-7-11
Darin Johnson, Platteview Central Principal x			

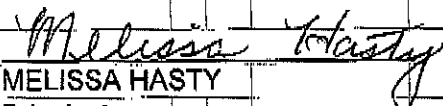
Statement of Activity Fund
Springfield Elementary
For the Period of Nov. 1, 2011 to Nov. 30, 2011

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 268.72	\$ 1,468.21	\$ -	\$ -	\$ 1,736.93
Pop	\$ 536.07	\$ -	\$ -	\$ -	\$ 536.07
General	\$ 2,713.90	\$ 0.57	\$ 255.51	\$ -	\$ 2,488.96
Student Council	\$ 787.45	\$ -	\$ 138.57	\$ -	\$ 648.88
Total	\$ 4,306.14	\$ 1,468.78	\$ 394.08	\$ -	\$ 5,410.84

Previous Bank Balance	\$ 4,486.14
Deposits made this month	\$ 1,468.78
Checks Paid this Month	\$ 217.08
New Bank Balance	\$ 5,737.84
Minus Outstanding Cks.	\$ 327.00
Plus Outstanding Deposits	\$ -
Final Account Balance	\$ 5,410.84

Wes Reed

Wes Reed, Principal
December 6, 2011

STATEMENT OF ACTIVITY FUND					
WESTMONT ELEMENTARY					
FOR THE PERIOD: Nov. 2011					
Activity	Balance Last Report	Receipts	Expenditures	Balance On Hand	
Library Fund	\$2,073.47	\$20.95	\$0.00	\$2,094.42	
General Fund	\$4,172.00	\$507.00	\$726.04	\$3,952.96	
Pop	\$826.32	\$144.16	\$0.00	\$970.48	
Student Council	\$859.99	\$0.00	\$0.00	\$859.99	
Totals	\$7,931.78	\$672.11	\$726.04	\$7,877.85	
Previous Bank Balance	\$7,931.78				
Deposits Made This Month	\$672.11				
Checks Paid This Month	\$726.04				
New Bank Balance	\$7,877.85				
Minus Outstanding Checks	\$0.00				
Plus Outstanding Deposits	\$0.00				
Final Account Balance	\$7,877.85				
				 MELISSA HASTY Principal	



600 Main St.
P.O. Box 325
Springfield, NE 68059-0325
(402) 253-2222

24 HOUR ACCESS 1-877-253-BANK
INTERNET BANKING www.springfieldstatebank.com



SOUTH SARPY SCHOOL DIST #46
PLATTEVIEW EARLY EDUCATION CEN
ACTIVITY FUND
14801 S 108TH STREET
SPRINGFIELD NE 68059



Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: 11/30/2011 Enclosures: (0)

Account No.: 3491217 Page: 1

REGULAR CHECKING ACCOUNT SUMMARY

Category

Balance Forward From 10/31/11

Debits

Ending Balance On 11/30/11

Type :	REG	Status :	Active
Number			Amount
			253.97
			0.00
			253.97

Average Balance (Collected)

253.97+

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	253.97	Minimum Ledger Balance :	253.97
Average Collected Balance :	253.97	Minimum Collected Balance :	253.97
Average Available Balance :	253.97	Minimum Available Balance :	253.97

OVERDRAFT FEE SUMMARY

	This Statement	Year To Date
Total Returned Item Fees	0.00	0.00
Total Overdraft Fees	0.00	0.00

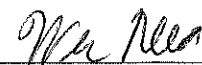
This Statement Cycle Reflects 30 Days

LOBBY MON-THURS 9AM-4PM FRI 9AM-6PM
DRIVE-IN MON-THURS 7:30AM-6PM FRI 7:30AM-7PM SAT 9AM-12PM

Statement of Activity Fund
Springfield Elementary
For the Period of Nov. 1, 2011 to Nov. 30, 2011

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 268.72	\$ 1,468.21	\$ -	\$ -	\$ 1,736.93
Pop	\$ 536.07	\$ -	\$ -	\$ -	\$ 536.07
General	\$ 2,713.90	\$ 0.57	\$ 225.51	\$ -	\$ 2,488.96
Student Council	\$ 787.45	\$ -	\$ 138.57	\$ -	\$ 648.88
Total	\$ 4,306.14	\$ 1,468.78	\$ 364.08	\$ -	\$ 5,410.84

Previous Bank Balance	\$ 4,486.14
Deposits made this month	\$ 1,468.78
Checks Paid this Month	\$ 217.08
New Bank Balance	\$ 5,737.84
Minus Outstanding Cks.	\$ 327.00
Plus Outstanding Deposits	\$ -
Final Account Balance	\$ 5,410.84



Wes Reed, Principal
December 6, 2011

BILLS BY FUND FOR PAYMENT DECEMBER 12, 2011			
Payee	Account Code	Reason	Amount
AMAZON	1-01-1100-410	SUPPLIES	\$ 33.76
Houghton Mifflin Harcourt School Publishers	1-01-1100-420	ELL FOR STORYTIME	\$ 2,642.50
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 841.00
CTB/McGraw-Hill	1-01-1210-410	SUPPLIES	\$ 52.45
CTB/McGraw-Hill	1-01-1210-410	Shipping	\$ 8.82
Namifiers	1-01-1210-410	Nametags	\$ 18.00
Namifiers	1-01-1210-410	s/h	\$ 11.56
Namifiers	1-01-1210-410	SUPPLIES	\$ 20.55
ESU #3 (ADMIN)	1-01-2130-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 230.00
ESU #3 (ADMIN)	1-01-2130-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 17.60
ESU #3 (ADMIN)	1-01-2130-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 1.14
Diversified Health Care Inc.	1-01-2130-318	RN SCHOOL SUB NURSE	\$ 673.75
Deli Marketing, L.P.	1-01-2130-560	COMPUTER	\$ 998.00
Tiffanie Wright	1-01-2130-670	REIMBR. MILEAGE	\$ 59.94
Dawn Miller	1-01-2210-318	LITERACY SCHOOL IMPROVEMENT PLANNING	\$ 1,617.50
ACT	1-01-2210-410	SUPPLIES	\$ 1,427.75
AMAZON	1-01-2210-410	CREDIT MEMO	\$ (0.59)
AMAZON	1-01-2210-410	SUPPLIES	\$ 203.76
American Express	1-01-2210-410	CREDI CARD PAYMENT	\$ 160.44
ETA/Cuisenaire	1-01-2210-410	VOCABULARY BUILDING ELL	\$ 144.95
ETA/Cuisenaire	1-01-2210-410	VOCABULARY BUILDING ELL	\$ 144.95
ETA/Cuisenaire	1-01-2210-410	S/H	\$ 34.78
HyVee Food & Drug Store	1-01-2210-410	SPED SUPPLIES	\$ 94.33
American Express	1-01-2210-630	CREDI CARD PAYMENT	\$ 66.00
ESU #3	1-01-2210-630	21ST CENTURY SKILLS-KIRWAN, PARR, B. RICHARDS, SOE, SVOBODA	\$ 225.00
ESU #3	1-01-2210-630	NWEA WORKSHOP-DOBBS, LYNAM	\$ 150.00
Father Flanagan's Boys Home	1-01-2210-630	Registration-Darin Johnson-Administrative Intervention	\$ 20.00
Holli Kirwan	1-01-2210-670	REIMBR. MILEAGE	\$ 497.39
Andrew Hopp	1-01-2210-670	REIMBR. MILEAGE/MEALS	\$ 194.22
Arlis Scanlan	1-01-2210-670	REIMB. NDE WORKSHOP	\$ 209.85
Mary Bridget Stork	1-01-2210-670	REIMB. MILEAGE/MEALS	\$ 215.23
American Express	1-01-2310-670	CREDI CARD PAYMENT	\$ 1,929.00
Chuck Chevalier	1-01-2310-690	REIMB. MILEAGE/TRAVEL & MISC	\$ 150.00
Brenda Sherman	1-01-2310-690	REIMBR. SUPPLIES	\$ 113.29
Harding & Shultz, P.C., L.L.O.	1-01-2320-317	LEGAL SERVICE	\$ 605.00
Perry, Guthery, Haase & Gessford, P.C., L.L.O.	1-01-2320-317	LEGAL SERVICE	\$ 474.16
Omaha World Herald	1-01-2320-350	LEGALS PAPILLION TIMES	\$ 285.45
AMAZON	1-01-2320-410	SUPPLIES	\$ 32.03
American Express	1-01-2320-630	CREDI CARD PAYMENT	\$ 699.00
NE Council of School Administrators	1-01-2320-630	WORKSHOP-B. RICHARDS	\$ 50.00
American Express	1-01-2320-670	CREDI CARD PAYMENT	\$ 771.60
Thoma Bumgardner	1-01-2320-670	REIMBR. MILEAGE	\$ 121.31
Chuck Chevalier	1-01-2320-670	REIMB. MILEAGE/TRAVEL & MISC	\$ 1,515.14
ESU #3 (ADMIN)	1-01-2510-318	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 672.71
Mailfinance	1-01-2510-318	LEASE POSTAGE MACHINE @ CO	\$ 210.00
Midwest Office Automations	1-01-2510-318	COPIER LEASE	\$ 2,584.00
Zacharia Frankel	1-01-2510-319	ANNUAL AUDIT	\$ 6,880.25
American Express	1-01-2510-341	CREDI CARD PAYMENT	\$ 21.90
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 163.50
MCI	1-01-2510-342	LONG DISTANCE PHONE	\$ 170.95
Verizon Wireless	1-01-2510-342	CELL PHONES	\$ 156.90
Windstream	1-01-2510-342	PHONE	\$ 1,130.40
Culligan Us Filter	1-01-2510-410	SUPPLIES	\$ 35.35
Lori Molzer	1-01-2510-410	REIMBR. SUPPLIES/MILEAGE	\$ 40.63
Lori Molzer	1-01-2510-670	REIMBR. SUPPLIES/MILEAGE	\$ 23.91
Richard Buskirk	1-01-2520-336	REPAIR-OIL CHANGE	\$ 44.00
Capital One FSB	1-01-2520-336	FUEL FOR VANS	\$ 668.51
David Rucker	1-01-2520-336	REIMBR. FUEL (ONE ACT COMP.)	\$ 43.00
Great Plains Pest Services in	1-01-2620-318	PEST CONTROL	\$ 150.00
Charles E Johnson	1-01-2620-318	WATER OPERATOR	\$ 3,150.00
Sterrett Bros Sanitation	1-01-2620-318	SANITATION PICK UP	\$ 1,344.00
Hayes Mechanical, LLC	1-01-2620-319	BAND ROOM (HEAT) REPAIR @ PHS	\$ 598.61
Hayes Mechanical, LLC	1-01-2620-319	GYM A.C. UNIT @ SP	\$ 2,624.74
Hobart Services	1-01-2620-319	DISHWASHER REPAIR @ SP	\$ 232.50
Dan Krasa	1-01-2620-319	REPAIR ON WATER PUMP	\$ 1,590.35
Dan J Regan	1-01-2620-319	CEILING PLUG FOR PROJECORS & FOUR-WAY SWITCH IN GYM @ PH	\$ 335.00
Dan J Regan	1-01-2620-319	ELECTRICITY TO NEW FURNANCE IN GYM & SP	\$ 525.00
Dan J Regan	1-01-2620-319	RECEPTACLE @ PC	\$ 285.00
Steve Haffke Plumbing Inc.	1-01-2620-319	DISHWASHER REPAIR @ PHS	\$ 840.00
Decker, Inc.	1-01-2620-410	SUPPLIES	\$ 298.18
Electrical Engineering & Equipment Co	1-01-2620-410	SUPPLIES	\$ 709.53
Grainger	1-01-2620-410	SUPPLIES	\$ 376.55
Home Depot/GEFC	1-01-2620-410	SUPPLIES	\$ 195.71

Papillion Hardware	1-01-2620-410	SUPPLIES	\$ 23.81
SimplexGrinnell Lp	1-01-2620-410	CLOCK REPAIR @ PHS	\$ 704.61
ZIMCO	1-01-2620-410	SUPPLIES	\$ 335.00
Bureau Of Education & Research	1-01-4320-630	ANNA KNAPPER	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	HOLLI KIRWAN	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	JAMIE HELLER	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	KAMI KRUGER	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	KERRI SCHLANGE	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	LAURA BODEN	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	WES REED	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	LORI BARRY	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	MEGAN WILLIAMSON	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	MIKAELA VOBEDA	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	MINDI FOWLER	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	SUE BEATTY	\$ 215.00
Bureau Of Education & Research	1-01-4320-630	TEATHER ROESLER	\$ 215.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 310.00
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 352.00
Platteview High School	1-02-2750-318	REIMBR. 2 CHARTER BUSES FB GAME @ MEMORIAL STADIUM	\$ 359.10
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 250.00
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 335.10
ESU #3 (ADMIN)	1-10-1100-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 7,755.00
ESU #3 (ADMIN)	1-10-1100-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 593.29
ESU #3 (ADMIN)	1-10-1100-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 38.53
Sarpy County Treasurer's Offi	1-10-1100-313	SCHOOL RESOURCE OFFICER GRANT	\$ 4,899.73
Quill Corp	1-10-1100-410	SUPPLIES	\$ 78.96
ESU #3 (SPED)	1-10-1200-318	SPED SERVICE	\$ 3,904.44
ESU #3 (SPED)	1-10-1230-362	SPED SERVICE	\$ 4,544.44
Heartland Foundation	1-10-1230-362	SPED SERVICE	\$ 2,850.00
Papillion-LaVista Schools	1-10-1230-362	SPED SERVICE	\$ 315.00
Kids On The Move Inc	1-10-1290-318	SPED SERVICE	\$ 188.50
AMAZON	1-10-1290-410	SUPPLIES	\$ 263.34
HyVee Food & Drug Store	1-10-1290-410	SPED SUPPLIES	\$ 56.54
School Dist #46 Food Service	1-10-1290-410	PRE-SCHOOL SUPPLIES	\$ 484.95
ESU #3 (SPED)	1-10-1290-630	WORKSHOP-DOLEZAL & LEE	\$ 90.00
Sandy Lee	1-10-1290-670	REIMBR. MILEAGE	\$ 69.93
Education	1-10-1320-410	WEB SEGP097784132	\$ 3,296.71
Culligan Us Filter	1-11-1100-318	SUPPLIES	\$ 90.95
American Express	1-11-1100-560	CREDI CARD PAYMENT	\$ 65.24
ESU #3 (ADMIN)	1-11-1220-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 115.00
ESU #3 (ADMIN)	1-11-1220-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 8.80
ESU #3 (ADMIN)	1-11-1220-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 0.57
CDWG	1-11-1220-560	PRINTERS	\$ 890.98
NE Council of School Administrators	1-11-2410-630	NAESP/NSASSP CONFERENCE	\$ 125.00
Wes Reed	1-11-2410-670	REIMBR. MILEAGE	\$ 284.72
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 750.00
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,216.35
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 264.80
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 81.22
Curriculum Associates	1-12-1100-450	LICENSE	\$ 81.00
Curriculum Associates	1-12-1100-450	LICENSE	\$ 81.00
eInstruction Corp.	1-12-1100-460	MOBI BATTERY	\$ 35.00
eInstruction Corp.	1-12-1100-460	S/H	\$ 5.00
The Upgrade Place	1-12-1100-460	9-cell replacement batteris	\$ 520.00
The Upgrade Place	1-12-1100-460	S/H	\$ 15.00
NE Music Educators Association	1-12-1100-630	CONFERENCE-E. KLEIN	\$ 75.00
Bureau Of Education & Research	1-12-1100-690	SEMINAR:T. ROESLER, M. WILLIAMSON, M. FOWLER, K. KRUGER	\$ 687.00
HyVee Food & Drug Store	1-12-1100-690	SPED SUPPLIES	\$ 74.37
Resources For Educators	1-12-1100-690	SUPPLIES	\$ 183.00
ESU #3 (ADMIN)	1-12-1220-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 230.00
ESU #3 (ADMIN)	1-12-1220-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 17.60
ESU #3 (ADMIN)	1-12-1220-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 1.14
Education	1-12-1220-410	EXPRESSIVE WRITING-WORKBOOK-LEVEL 1	\$ 71.70
Education	1-12-1220-410	S/H	\$ 11.68
Bureau Of Education & Research	1-12-1220-630	SEMINAR:T. ROESLER, M. WILLIAMSON, M. FOWLER, K. KRUGER	\$ 229.00
NE Council of School Administrators	1-12-2410-630	NAESP/NSASSP CONFERENCE	\$ 125.00
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 3,849.26
S I D #23	1-12-2610-323	WATER & SEWER @ WM	\$ 92.64
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 81.21
ESU #3 (ADMIN)	1-20-1100-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 4,542.50
ESU #3 (ADMIN)	1-20-1100-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 347.53
ESU #3 (ADMIN)	1-20-1100-220	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 97.98
ESU #3 (ADMIN)	1-20-1100-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 22.58
Sarpy County Treasurer's Offi	1-20-1100-313	SCHOOL RESOURCE OFFICER GRANT	\$ 4,899.73
Quill Corp	1-20-1100-410	SUPPLIES	\$ 46.68
Career Solutions, Inc.	1-20-1230-362	SPED SERVICE	\$ 7,726.25
ESU #3 (SPED)	1-20-1230-362	SPED SERVICE	\$ 32,025.00
Vocational Development Center, Inc.	1-20-1230-362	SPED SERVICE	\$ 1,670.10

Blair Telephone Co	1-21-1100-318	HOMEWORK HOTLINE	\$ 18.94
Culligan Us Filter	1-21-1100-690	SUPPLIES	\$ 42.18
ESU #3 (ADMIN)	1-21-1220-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 345.00
ESU #3 (ADMIN)	1-21-1220-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 26.39
ESU #3 (ADMIN)	1-21-1220-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 1.71
Quill Corp	1-21-1220-530	SPED-STACKING CHAIRS	\$ 251.94
CDWG	1-21-1220-560	PRINTERS	\$ 445.49
ESU #3 (SPED)	1-21-1220-630	WORKSHOP-DAVIDSON, NEWMYER, WOODWARD	\$ 30.00
Subscription Serv Of America	1-21-2220-440	LIBRARY BOOKS	\$ 294.82
NE Council of School Administrators	1-21-2410-630	NAESP/NSASSP CONFERENCE	\$ 125.00
Darin Johnson	1-21-2410-670	REIMBR. MILEAGE	\$ 200.35
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 81.22
Shawna Bothwell	1-22-1100-318	CHOREOGRAPHY	\$ 460.00
Schmitt Music Center	1-22-1100-318	REPAIR	\$ 20.00
CSMI Medical Solutions	1-22-1100-410	SUPPLIES	\$ 350.00
CTB/McGraw-Hill	1-22-1100-410	SUPPLIES	\$ 61.27
Harris	1-22-1100-410	SUPPLIES	\$ 282.60
Home Depot/GEFC	1-22-1100-410	SUPPLIES	\$ 39.99
The Instrumentalist Products Co.	1-22-1100-410	SUBSCRIPTION RENEWAL	\$ 17.00
Intermountain Wood Products	1-22-1100-410	SUPPLIES	\$ 186.88
Marla Janak	1-22-1100-410	REIMBR. MILEAGE	\$ 99.47
Lowe's	1-22-1100-410	CREDIT MEMO	\$ (40.83)
Lowe's	1-22-1100-410	SUPPLIES	\$ 895.33
Mallory Kassmeier	1-22-1100-410	REIMBR. FCS SUPPLIES	\$ 234.13
Menards	1-22-1100-410	SUPPLIES	\$ 390.77
Nebraska Scientific	1-22-1100-410	SUPPLIES	\$ 202.85
Paxton/Patterson	1-22-1100-410	SUPPLIES	\$ 697.40
Pepper Of Minneapolis	1-22-1100-410	SUPPLIES	\$ 9.70
Pitsco Education	1-22-1100-410	SUPPLIES	\$ 535.00
Platteview High School	1-22-1100-410	REIMBR. FCS SUPPLIES	\$ 275.86
Ralston Costume	1-22-1100-410	SUPPLIES	\$ 28.00
Rockbrook Camera	1-22-1100-410	SUPPLIES	\$ 130.00
Schmitt Music Center	1-22-1100-410	SUPPLIES	\$ 975.91
Embassy Suites-Lincoln	1-22-1100-670	ROOMS-J. LAYHER	\$ 666.00
James Jennings	1-22-1100-670	REIMB. MILEAGE	\$ 35.52
Teresa Starks	1-22-1100-670	REIMBR. MILEAGE	\$ 33.30
ESU #3 (ADMIN)	1-22-1220-120	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 460.00
ESU #3 (ADMIN)	1-22-1220-210	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 35.20
ESU #3 (ADMIN)	1-22-1220-290	INTERLOCAL SUBS/BACKGROUND CHECKS	\$ 2.25
Target	1-22-1220-410	SPED SUPPLIES	\$ 167.20
The Upgrade Place	1-22-1220-460	Battery	\$ 56.00
The Upgrade Place	1-22-1220-460	Shipping	\$ 8.45
CDWG	1-22-1220-560	PRINTERS	\$ 445.49
ESU #3 (SPED)	1-22-1220-630	WORKSHOP-DAVIDSON, NEWMYER, WOODWARD	\$ 15.00
HOBY	1-22-2120-410	REGISTRATION: M. KEYES	\$ 150.00
The Upgrade Place	1-22-2120-410	6 Cell battery	\$ 68.00
The Upgrade Place	1-22-2120-410	S/H	\$ 8.45
John Stanton	1-22-2120-670	REIMBR. MILEAGE	\$ 129.32
Brodart Co	1-22-2220-410	CREDIT MEMO	\$ (213.37)
Brodart Co	1-22-2220-410	SUPPLIES	\$ 268.87
Gumdrop Books	1-22-2220-430	LIBRARY BOOKS	\$ 151.74
Librarians' Book Express	1-22-2220-430	LIBRARY BOOKS	\$ 295.43
Quill Corp	1-22-2230-410	SUPPLIES	\$ 150.29
Erin Patera	1-22-2410-318	NEWSLETTER-FALL 2011	\$ 250.00
Block and Company, Inc.	1-22-2410-410	SUPPLIES	\$ 105.41
Des Moines Stamp	1-22-2410-410	SUPPLIES	\$ 31.70
Hammond & Stephens	1-22-2410-410	SUPPLIES	\$ 81.87
Platteview High School	1-22-2410-410	SUPPLIES	\$ 143.98
Quill Corp	1-22-2410-410	CREDIT MEMO	\$ (32.75)
Quill Corp	1-22-2410-410	SUPPLIES	\$ 1,064.49
Tilford Printing	1-22-2410-410	CHARIOTEER NEWSLETTER	\$ 386.00
The College Board	1-22-2410-630	WORKSHOP-J. MORGENSON	\$ 205.00
NE Association for the Gifted	1-22-2410-630	WORKSHOP-MORGENSON, MAHONEY, DICKEY, JANDA	\$ 400.00
NE Council of School Administrators	1-22-2410-630	NAESP/NSASSP CONFERENCE	\$ 125.00
Schoolmasters C/O Penny Japs	1-22-2410-630	DUES-A. SIMPSON	\$ 25.00
Jacki Case	1-22-2410-670	REIMBR. MILEAGE	\$ 85.47
Luann Kulm	1-22-2410-670	REIMBR. MILEAGE	\$ 29.97
Steve Joeke	1-22-2410-670	REIMBR. MILEAGE	\$ 990.68
WEEAN-Work Experience Education Assoc. of NE	1-22-2410-670	SUPPLIES	\$ 82.00
Jacki Case	1-22-2410-690	REIMBR. MEALS	\$ 26.12
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 2,510.00
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 13,922.29
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 162.44
			\$ 173,725.53

Payee	Account Code	Reason	Amount
Terri Kenagy	2-23-6000-291	REIMB: UNIFORM ALLOWANCE	\$ 94.78
Sue Williams	2-23-6000-291	UNIFORM REIMBR.	\$ 125.00
Sam's Club	2-23-6000-410	FOOD/SUPPLIE	\$ 26.74
Sysco Lincoln	2-23-6000-410	FOOD/SUPPLIES	\$ 934.97
The Thompson Company	2-23-6000-410	FOOD/SUPPLIES	\$ 228.11
Earthgrains Baking Co's Inc.	2-23-6000-470	FOOD	\$ 626.70
Food Distribution Program	2-23-6000-470	FOOD	\$ 1,457.72
Otis Spunkmeyer	2-23-6000-470	FOOD	\$ 982.34
Roberts Dairy Company	2-23-6000-470	FOOD	\$ 2,189.46
Sam's Club	2-23-6000-470	FOOD/SUPPLIE	\$ 412.95
Sysco Lincoln	2-23-6000-470	FOOD/SUPPLIES	\$ 14,289.52
The Thompson Company	2-23-6000-470	FOOD/SUPPLIES	\$ 2,779.97
			\$ 24,148.26
Payee	Account Code	Reason	Amount
Archi + Etc, LLC	3-06-2515-000	SERVICES -SS SITE MASTER PLAN	\$ 535.00
Archi + Etc, LLC	3-06-2515-000	SERVICES-SS SITE MASTER PLAN	\$ 62.50
Drake-Williams Steel	3-06-2515-000	SUPPLIES	\$ 544.73
Millard Lumber, Inc.	3-06-2515-000	CREDIT MEMO	\$ (952.86)
Millard Lumber, Inc.	3-06-2515-000	SUPPLIES	\$ 2,453.13
Virco Inc	3-06-2515-000	CREDIT MEMO	\$ (1,098.48)
Virco Inc	3-06-2515-000	CHAIRS @ SP	\$ 1,322.96
			\$ 2,866.96
			\$ 200,740.75

LEASE

THIS LEASE, made and entered into this 19th day of October, 2011 by and between:

SOUTH SARPY SCHOOL DISTRICT 46
14801 South 108th Street
Springfield, Nebraska 68059

hereinafter called the 'Owner', and

PERU STATE COLLEGE
600 Hoyt Street
Peru, Nebraska 68421

hereinafter called the "Tenant".

WITNESSETH: That,

1. PREMISES.

Owner hereby leases to the Tenant and the Tenant takes from the Owner, subject to the terms & conditions of this Lease, that certain parcel of real property known as LaPlatte School Building located at 16405 Clay Street, in LaPlatte, Nebraska 68123, consisting of approximately 3.04 acres (the "Real Property"), together with certain improvements constructed thereon, consisting of a building containing approximately 12,070 square feet (the "Building"), and together with all easements, driveways, parking areas and landscaping and related improvements located or to be located on, serving or benefiting the Real Property and Building (the "Appurtenances") The Real Property, Building and Appurtenances shall hereinafter be collectively referred to as (the "Premises").

2. LEASE CONSIDERATION.

The consideration for this lease is the mutual covenants of the parties. ~~As partial consideration for this lease and annually upon request by the Owner, the Tenant agrees to furnish Owner a signed current financial statement reflecting Tenant's financial condition. As consideration for the preparation of this lease, the Tenant has delivered to the Owner the sum of \$ _____, said sum to be applied to the first rental due hereunder after this lease is executed by both parties.~~

3. TERM.

The term of this lease is 11 years months commencing December 1, 2011 and ending 11 months later, October 31, 2012.

4. LEASE YEAR.

~~Rent shall begin on the first day of possession of the Premises by Tenant ("Rent Commencement Date"). If the Rent Commencement Date shall fall on any day other than the first day of the month, Tenant shall pay appropriately apportioned rent for such partial month and shall pay the full monthly rent on the first day of the month following such partial month.~~

In the event the Tenant remains in possession of the Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a Tenant from month to month. If Tenant does so continue to remain in possession of the Premises, the rent shall be at a rate of one and one-half (1.5) times the monthly rent amount specified in Section 4 of this lease; and such occupancy shall be subject to all of the other conditions, provisions, and obligations of this lease.

5. RENT.

Tenant shall and hereby agrees to pay to the Owner without demand, deduction, or setoff, at such place or places as the Owner may designate from time to time in writing, rent in advance for the Premises as follows:

Three Thousand Nine Hundred Seventeen and 06/100 Dollars (\$3,917.06) per month.

6. USE.

Tenant agrees that the Premises shall be used and occupied only for

an education center and support office, and any other such use reasonably related to Tenant's educational business purposes

and for no other purposes without the written consent of the Owner.

Tenant agrees to conduct its business at all times in a responsible and reputable manner. The Tenant shall promptly comply with all laws affecting the Premises and the cleanliness, safety, occupation and use of same. Tenant shall not use the sidewalks or mall area adjacent to the Premises for business purposes.

7. **MAINTENANCE AND CARE OF PREMISES.**

The Owner, at its cost, shall keep the foundation, the roof system, the heating system, the load-bearing walls, the plumbing system, the electrical systems, servicing the Premises in good repair, except that the Owner shall not be called on to make any such repairs occasioned by any act or omission of the Tenant, its agents or employees or customers. The Owner shall not be called upon to make any other improvements of any kind upon the Premises; and, the Premises shall at all times be kept in good order, condition and repair by the Tenant, and shall also be kept in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction. The Tenant shall at its own expense maintain, repair or replace any glass windows, show windows and doors in or enclosing the Premises, the air conditioning systems, provided that, if any air conditioning system needs replacing, the cost of such replacement shall be paid by Owner, provided Tenant notifies Owner of such cost in advance. Tenant shall keep and maintain the interior of the Premises in a neat and clean condition and at expiration of this lease Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted. Tenant shall maintain the parking field, landscaping and grass areas in a good condition and be responsible for all snow removal. Tenant shall not repartition or otherwise remodel or make any structural changes in the Premises without the written consent of the Owner.

8. **COVENANT TO HOLD HARMLESS.**

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of any occurrence in, about, in connection with, upon or at the Premises, arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants or other representatives. In case Owner shall, without fault on its part, be made a party or witness or become involved in any claim, action, damage, liability, expense, or litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Owner in connection with such claims, actions, damages or litigation.

9. **UTILITIES.**

The Owner agrees to provide the existing mains and conduits to the Premises in order that the existing utilities may be supplied. The Owner shall not be liable in damages or otherwise for any failure or defect in the furnishing of any of the above utilities, the furnishing of heating or cooling, or for any interruption due to civil insurrection, war, fire, accident, strike, riot, act of God, the making of necessary repairs or improvements, or any other causes beyond the control of the Owner. In addition to the rent, Tenant shall pay for all utilities including water, sewer use, gas and electricity used in the demised premises.

10. **REAL ESTATE TAX INCREASES.**

Owner shall pay all real estate taxes assessed against the development; provided, Tenant shall pay to Owner as an additional charge a pro rata share of any increase in such real estate taxes over the real estate taxes payable in the calendar year in which this lease commences. Tenant's pro rata share of any such increase shall be determined by multiplying the total calendar year increase by a fraction the numerator of which shall be the floor area of the Premises and the denominator of which shall be the total rentable floor area of the development. Tenant's pro rata share of any such increase shall be adjusted to reflect the proportion of the applicable calendar year that this lease is in effect and shall be due and payable to Owner within ten (10) days of billing.

11. **PARKING OF EMPLOYEES CARS.**

The Tenant and its employees may at their own risk park their motor vehicles on the property parking areas.

12. **ASSIGNMENT.**

The Tenant agrees that it will not assign, sublet or in any manner transfer this lease or any part thereof or any interest or estate therein without the previous written consent of the Owner, nor shall the Tenant sublet the Premises or any part thereof without the previous written consent of Owner.

13. **ACCESS TO PREMISES.**

The Owner shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same or adding or rerouting pipes, sprinkler systems, smoke detection systems, heat or fire detection systems or equipment, conduits or drains to serve the Premises or areas other than the Premises or for making repairs, additions or alterations, provided that such adding, rerouting, and repairs shall be handled so as to interfere as little as possible with the Tenant's use of the Premises and Owner shall repair any damage caused by such work. The exercise of said right by Owner shall not give rise to any claim by Tenant for damages, and Tenant expressly waives any such claim or claims. If the Owner deems, in its reasonable discretion, that repairs to the Premises are needed, Owner may demand that the Tenant make those repairs that Tenant is responsible for under this lease within a reasonable amount of time.

The Owner may have reasonable access to the Premises for the purpose of exhibiting the same to prospective tenants.

14. **NONLIABILITY OF OWNER.**

The Owner shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the premises above, below, adjoining or in any other part of the building of which the Premises are a part or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking water, gas, sewer or steam pipes.

15. **INSURANCE.**

Tenant at its expense at all times during the term of this lease shall provide and maintain with respect to the Premises comprehensive general public liability insurance on an occurrence basis in form customarily written for protection of tenants and owners. Such comprehensive insurance shall protect and be written to show Tenant and Owner as the named insureds and shall provide coverage of at least One Million Dollars (\$1,000,000), single limit, for injuries to any one person, for injuries to persons in any one occurrence and for

damage to property. Such minimums of insurance coverage shall not limit Tenant's liability under Section 7 hereinabove. The Tenant shall provide Owner with current certificates or duplicate policies of all such insurance required of Tenant, which certificates or policies shall include provisions that the coverage cannot be amended or cancelled without the giving of ten (10) days' prior written notice to the Owner. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the risk of the Tenant only.

Owner at all times during the term of this lease shall secure (a) comprehensive general public liability insurance with respect to the parking area and other common areas of the development providing coverage of not less than One Million Dollars (\$1,000,000), single limit, for injuries to any one person, for injuries to persons in any one occurrence and for damage to property; and (b) casualty insurance with respect to the Premises providing coverage against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, or such broader form of coverage as Owner may select, insuring the insurable building improvements and including sprinkler leakage insurance, if applicable, and loss of rents insurance. Owner shall not be liable for nor responsible to insure the fixtures, inventories, equipment or any other property of Tenant or any other occupant of the development.

If the Premises become untenable because of fire or other casualty insurable under standard fire and extended coverage insurance required to be maintained by Owner or Tenant, the same shall be repaired as speedily as possible in accordance with the respective covenants to insure provided, however, if more than fifty percent (50%) of the floor area of the development becomes untenable because of such fire or other casualty or if less than five (5) years of the original term of this lease remain from the date of such fire or other casualty, the Owner may, if it so elects, terminate this lease by giving Tenant written notice within thirty (30) days of the damage or destruction. If the Premises become untenable because of any damage or destruction not insurable under standard fire and extended coverage insurance, the Owner may, if it so elects, terminate the lease by giving Tenant written notice within thirty (30) days of the damage or destruction. In the event that Owner elects not to repair the Premises, the lease shall be deemed canceled as of the date of the damage or destruction and Owner shall pay to Tenant a proportionate refund of such rent as may have been paid by Tenant in advance. Rent shall be abated during the period of any untenability.

16. TENANT'S DEFAULT IN PAYMENTS.

If any rent or other sums due and payable under this lease are not paid by the Tenant within ten (10) days after same are due and payable, it is agreed that the rent or other sums payable shall be one and one-tenth (1-1/10th) times the amount otherwise due and shall in addition to such increased rent bear interest at the maximum rate allowed by law from ten (10) days after same are due and payable until paid.

If any rent or any other sums payable by Tenant hereunder shall remain unpaid fifteen (15) days after same are due and payable, or if Tenant shall default or violate any lease provision involving conditions other than payment of rent or charges and such default or violation continues fifteen (15) days after written notice thereof from Owner to Tenant, then it shall be optional for the Owner to re-enter the Premises, with or without process of law, declare this lease forfeited and said term ended. Owner shall use such force as may be necessary to move or remove all persons or chattels therein and the Owner shall not be liable for damages by reason of such re-entry or forfeiture and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant. But not withstanding such re-entry by the Owner, the liability of the Tenant for all amounts due under this lease and all other covenants for the balance of the lease term shall not be relinquished or extinguished.

17. ADJUSTMENT.

Tenant and Owner agree that 50% of Tenant's rent payable in accordance with Section 4 shall, as of each February 1st during the term of this lease, be increased for the following year, (a) in proportion to any increase in the Producer Price Index for 'all commodities' as published by the United States Bureau of Labor Statistics for the immediately preceding December (the Index date) as compared to said Index for that December preceding the Index date or (b) by 5%, whichever is greater.

18. CONDEMNATION. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this lease shall cease on that portion of the Premises so taken, from the date of such possession, and the rent shall be paid to that date, with a proportionate refund by Owner to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right to either (a) terminate this lease by giving written notice of such termination to Owner not later than thirty (30) days after the taking, or (b) continue its possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken.

19. SUCCESSORS.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by Owner in writing. Owner may assign its rights under this lease as security to the holder of any mortgage, trust deed, or other encumbrance now or hereafter in force against all or any part of the development and upon request of Owner, Tenant will subordinate and attorn its rights hereunder to the holder of any such mortgage, trust deed, or other encumbrance.

20. NOTICES.

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at

Peru State College,
P.O. Box 10,
Peru, Nebraska 68421

or at the last office address of Tenant and sent by certified mail with postage prepaid, and if such notice to the Owner is in writing, addressed to the Owner at The Center, 1941 South 42nd Street, Suite 550, Omaha, Nebraska 68105-2982, and sent by certified mail with postage prepaid.

21. SIGNATURES OF BOTH PARTIES.

This lease shall not be in effect or binding upon either party until it is signed by both parties.

22. **OTHER AGREEMENTS/AMENDMENT.**

The Tenant and the Owner hereby agree that this lease as written represents the entire agreement between the parties and there are no other agreements, written or verbal, between the parties hereto. This lease may only be amended by written agreement signed by both parties.

23. **ASBESTOS.**

In the event that asbestos preexists on the Premises and such asbestos either (a) makes Tenant's intended business prohibited, or (b) makes the Tenant's contemplated improvements to the Premises impossible or (c) in the sole opinion of the Tenant such improvements would be cost prohibitive, Tenant may terminate this lease without any further obligation to the Owner and Owner shall pay to Tenant a proportionate refund of such rent as may have been paid by Tenant in advance for any period after such termination date. In such event neither party shall be responsible to the other of any cost, expense or damages associated with the lease.

24. **WATER.**

On or about May 10, 1999, the Owner's public water supply exceeded the maximum contaminant level of Nitrate of 10 milligrams per liter (mg/l). If required by Nebraska's regulations governing a public water supply system, a bilateral compliance agreement between the Nebraska Health and Human Services and Owner shall be signed whereas Owner agrees to demonstrate compliance with Nebraska's regulations governing a public water supply system under Title 179 NAC 2, Section 002.02 A.


Tenant agrees to insure that water levels above 10 mg/l will not be available to children less than 6 month of age, pregnant or nursing women and that a notice, provided by Owner, is continuously posted which provides that nitrate level is above 10 mg/l and explains the potential health effects of exposure.

IN WITNESS WHEREOF, the Owner and the Tenant have executed this lease on the day and year first above written.

SOUTH SARPY SCHOOL DISTRICT 46

Dr. Charles Chevalier, Superintendent

PERU STATE COLLEGE



TENANT

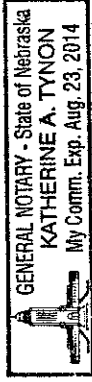
STATE OF NEBRASKA)
)
COUNTY OF SARPY)

The foregoing was acknowledged before me this _____ day of _____, 2011
by **DR. CHARLES CHEVALIER** as Superintendent of **SOUTH SARPY SCHOOL DISTRICT 46**,
for and on behalf of said organization.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF NEMAHA)

The foregoing was acknowledged before me this 9th day of November, 2011
by Dr. Daniel Johnson as President of **PERU STATE COLLEGE**,
for and on behalf of said organization.



Katherine A. Tynon
Notary Public

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StudentsIntroductory Statement

The focus of the school system is on the student. The students and their educational development is the central concern of the board of education's policies and the administrative regulations.

The board of education, within the parameters provided by the patrons of the school district, will attempt to provide adequate facilities and available means to all who wish to learn in the school district.

Date of Adoption: _____, 200_

StudentsDiscontinuance of Enrollment for Children Younger Than Six Years of Age

Any person with legal or actual charge or control of a child younger than six years of age prior to the then-current school year, who is enrolled in this school district, may discontinue the enrollment of such child by submitting a written notification to the Superintendent or the Superintendent's designee, indicating that child's name, date of birth, grade level and effective date of discontinuation of enrollment. The notification must be in writing and on a form provided by or acceptable to the Superintendent or the Superintendent's designee containing all information required herein. The form must be dated and signed by a parent or person with legal or actual charge or control of the child. The school district may request written verification or documentation of the person's authority to dis-enroll the child. Upon receipt of required written form and any other required information or documentation, the school district shall note discontinuance of the enrollment on its official records pursuant to state law. Any child dis-enrolled shall not be eligible to re-enroll in this school district until commencement of the next school year, or until the child reaches the age of six prior to the then-current school year, whichever occurs earlier. Any person signing a request for discontinuation of enrollment, acknowledges this policy, procedure and the requirement thereof, and expressly agrees thereto.

Legal Reference: Neb. Rev. Stat. §79-201

Date of Adoption: _____, 200__

StudentsAssignment of Students: Grade Placement and Transfer StudentsAssignment of Students

It shall be the responsibility of the administration to determine academic placement decisions involving students, including situations where students transfer into South Sarpy School District No. 46 from other educational settings. The District reserves the right to make the most appropriate grade level placement, class placement and teacher assignment for students which best fulfills the needs of the students and the school district.

Grade Level Placement and Credits

Students who enter the District shall be required to present transfer documents and such records as the administration determines appropriate, indicating grade placement, courses completed, and special needs or accommodations, and may be required to complete achievement test to determine appropriate placement.

Placement decisions will consider whether the student is transferring from a school which is accredited or approved. An “accredited” or “approved” school is one which was accredited or approved by the Nebraska Department of Education and, for schools from other states, is a school which is accredited or approved by that state’s department of education, meeting requirements which are the same or equivalent as those of the Nebraska Department of Education.

Transfers from Accredited or Approved Schools

Students transferring from accredited or approved schools will initially be placed in the next grade level above that which the student last successfully completed, or for transfers during the school year, in the same grade level as the student was at prior to the transfer. Credits earned at an accredited or approved school will be accepted by the South Sarpy School District No. 46. A student who enrolls during the school year shall be given the opportunity to earn full credit for the courses in which the student is enrolled if the student is able to demonstrate mastery of the subject matter and/or completion of course requirements, other than attendance, at a level required for other students to receive credit who have been enrolled throughout the period for which the credit is to be granted. The administration may use a review of transcripts from prior schools attended, standardized tests, assessments, and/or teacher evaluations of student competency in the subject matter to make such a determination.

Transfers from Non-Accredited or Approved Schools

Students transferring from schools which are not accredited or approved (e.g., home schools) will be placed at a grade level to be determined by the administration based on consideration of the following factors:

1. Student’s chronological age.
2. Transcript review
3. Testing (achievement test data; diagnostic test data; and/or criterion referenced test data)
4. Teacher evaluation of student competency

Credits earned at a school which is not accredited or approved will not be accepted by the South Sarpy School District No. 46. However, the administration may, in its discretion and subject to regulatory requirements, grant a student credits towards meeting graduation requirements for core curriculum courses (not elective courses) completed by the student in a non-accredited or non-approved school if the student is able to demonstrate mastery of the subject matter and completion of course requirements, other than attendance, at a level required for other students to receive credit and to demonstrate that the student has received instruction in such course(s) comparable to that which the student would have received by attending an accredited or approved school. The administration may use a review of transcripts from prior schools attended, standardized tests, assessments, and/or teacher evaluations of student competency in the subject matter to make such a determination. The same criteria will be used for determining whether to grant credit to such a student who enrolls during the year.

Class Rank and Graduation

It shall be the responsibility of the High School Principal to determine academic grade point average, class rank and eligibility for graduation, subject to review by the Superintendent.

Grade point average (G.P.A.) shall be maintained for the 9th through 12th grades. Courses taken prior to 9th grade are not considered for G.P.A. purposes.

Pass/fail grades will be assigned to those courses in which students are granted credit when they begin attending South Sarpy School District No. 46.

Class rank is maintained for the 9th through 12th grades. Class rank is based on the South Sarpy School District No. 46 G.P.A. To be considered for class ranking and any honors or awards which are based on class rank or G.P.A. (e.g., Valedictorian), students must complete a minimum of four semesters of attendance at South Sarpy School District No. 46. To receive a diploma from South Sarpy School District No. 46 students must complete at least 30 credit hours of courses taken at South Sarpy School District No. 46 and students who have transferred from a school which is not accredited or approved must earn a minimum of two years' credit in an approved or accredited senior high school, grades 10-12, with the final semester's credit being earned in this school district.

Legal Source: Neb. Rev. Stat. Sections 79-526 and 79-729;

Title 92, Nebraska Administrative Code, Chapter 10 and February 1993 "NDE Position Statement Regarding Reintegration of Rule 13 Students to Accredited Schools"

Date of Adoption: _____, 200__

StudentsFull-Time and Part-Time EnrollmentFull-Time Enrollment

Students must be enrolled in South Sarpy School District No. 46 on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

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

Part-Time Enrollment of Non-Public School Students

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

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

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in South Sarpy School District No. 46 is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

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

A. Non-Public School Student Enrollment Application Procedures.

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

B. Non-Public School Student Admission

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

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day. A student who is attending an exempt school and who is enrolled on a part-time basis in the District's middle school or high school will be permitted to enroll in 20 semester credit hours of classes in the event the student has an interest in participating in extracurricular activities.
2. Capacity Limits. Enrollment will be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes shall not be available for non-public school students. The middle school principal and counselor shall also establish capacity limits for particular courses each semester. Students will not be permitted to enroll in courses beyond the established capacity limits.
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 determine 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. Essential versus Non-Essential Elective Courses. Non-public school students are not permitted to enroll in essential courses. Essential courses

are those which are required to be offered by the student's private, denominational, parochial or home school. For non-public school students attending an approved school, essential courses are: language arts, social studies, science, mathematics, vocational education, foreign language, visual and performing arts, and personal health and physical fitness. For non-public school students attending an exempt school, essential courses consist of a sequential program of instruction designed to lead to basic skills in the language arts, mathematics, science, social studies, and health. A non-public school student will not be precluded by this provision from enrolling in non-essential elective 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. 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. Students enrolled on a part-time basis may be permitted in the discretion of the principal and athletic director to participate in extracurricular activities. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Source: Laws 2006, LB 821; Neb. Rev. Stat. Section 79-526;
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: _____, 200__

STUDENTS
APPLICATION OF NON-PUBLIC SCHOOL STUDENT
FOR PART-TIME ENROLLMENT

Application Process:

- Step 1: Complete Parts I, II and III of this Application.
- Step 2: Complete the attached "Statement of Person in Legal or Actual Charge or Control of a Child" form.
- Step 3: Complete Part IV of this Application, **if** you checked item (2) (b) (c) or (d) of the "Statement of Person in Legal or Actual Charge or Control of a Child" form.
- Step 4: Sign this Application in the presence of a notary

Note: You may also need to provide the following documents:

- (1) birth certificate
- (2) proof of immunization, proof of physical examination, and proof of visual evaluation, or written objections signed by parent or legal guardian
- (3) durable power of attorney (delegation of parental powers)
- (4) student records from school currently attending and school last attended & release of student records form

PART I–Student Information

Student's Name:	DOB:	Grade Level:
Parent/Guardian's Name(s):	Address:	Telephone:
School Currently Attending:	School Address:	Telephone:
School Last Attended:	School Address:	Telephone:
Special Needs/Concerns (e.g. health concerns) (information is requested for accommodation planning purposes): _____	Special Education Needs: ___ Yes ___ No	If "yes" describe needs: _____ _____ _____ _____

PART II–Part-Time Enrollment Request

Semester Child seeks to begin attending:	
Course(s) or Program(s) in which Child seeks to enroll:	
If the Course is an Integrated Course (e.g. Algebra II), provide description of courses Child has passed to meet prerequisites:	
State whether the Course or Program is offered in the Child's School:	

State whether Child is seeking to participate in extracurricular activities; and if so, list the activities:	
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PART III–Expulsion Status

Has the child been expelled from school (either public or private, and in any state)? ____ Yes ____ No

Has the term (time period) of the expulsion been completed? ____ Yes ____ No

If “no,” state the reason for the expulsion and the term (time period) of the expulsion: _____

PART IV– Residency Information. If you checked item (2) (b) (c) or (d) of the “Statement of Person in Legal or Actual Charge or Control of a Child” form, provide the following supplemental information:

<p>A. Child living with adult who is exercising parental responsibility for the child</p> <p>Name of adults(s) with whom child resides: _____</p> <p>Child's relationship to those adults: _____</p> <p>How long has child lived with you? _____</p> <p>Why is the child residing in the District? (Explain thoroughly) _____</p> <p>Who is legally responsible for the child? _____</p> <p>Are you assuming parental responsibilities for this child? _____</p> <p>Have you given the District a signed Power of Attorney? _____</p>	<p>B. Child living on own</p> <p>Do the parents/guardians supply any necessities of life (e.g., food, rent or shelter, health care, etc.) for this child (if "yes", explain)? _____</p> <p>Do the parents/guardians claim the child as a dependent for tax purposes? _____</p> <p>Do the parents/guardians provide health insurance coverage? _____</p> <p>Do the parents/guardians provide an allowance or other monetary benefits? (Explain thoroughly) _____</p> <p>Why is the child residing in the District? (Explain thoroughly) _____</p>
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STATE OF NEBRASKA)
)
 COUNTY OF _____) ss.

The applicants affirm that the above information is full, true and complete to the best of the applicant(s)' knowledge and belief, that the applicants are not aware of any facts which may make the child ineligible for admission to this public school district, and understand and agree that an exclusion from school and criminal complaint may result from the giving of false information. In the circumstance where the child is living with a person other than a parent or legal guardian, the applicant(s) assumes the legal responsibility of a parent for the student for education purposes, and the legal responsibility of a parent in matters concerning liability for disciplinary action, damages to school property, damages to private property at school, and injuries, etc. which may be caused by this child.

It is understood that admission for part-time enrollment is subject to annual application and approval. If admitted the building assignment is to be determined by District policy, the child will be subject to the student conduct and attendance policies of the District, the child must apply for enrollment and attend the entire school year unless an

Article 5

STUDENTS

5004 Attachment

exception exists, and the child is not permitted on school grounds except during times required for attendance in the courses or programs for which part-time enrollment is approved, subject to the discretion of the building principal. It is further understood that the child is not eligible for transportation or transportation reimbursement.

Applicant(s)

Applicant(s)

Subscribed and sworn to me this _____ day of _____, 200_.

Notary Public

**STATEMENT OF PERSON IN LEGAL OR ACTUAL CHARGE OR
CONTROL OF A CHILD SUBMITTED TO SOUTH SARPY SCHOOL DISTRICT NO. 46
FOR PURPOSES OF SCHOOL ENROLLMENT**

The undersigned state that I am an adult in legal or actual charge or control of (*Child's Name*): _____,
a child who resides in this school district at (*Child's Address*)

- 1) ☐ I state that I am the child's parent, or
- 2) ☐ I state that I have been entrusted with, or assumed, day-to-day care and full-time supervision of, and responsibility for, the child and have been given the authority to act as parent or guardian in educational matters as established by (check *all* that apply):
- a) ☐ a court or testamentary appointment as a legal guardian (*attach copy*) and/or
 - b) ☐ a power of attorney delegating such parental powers (*attach copy*) and/or
 - c) ☐ through an in loco parentis designation by a parent in which I have been authorized to stand in the place of the parent in caring for and raising the child (*attach any written documentation of such designation*), and/or
 - d) ☐ through some other set of circumstances (*please explain on a separate sheet*).

I understand that I may be requested to provide additional information regarding this child. The names and current or last known address of the child's parents are:

Mother: _____ Address: _____ Telephone: _____

Father: _____ Address: _____ Telephone: _____

I understand that I will be responsible for, and will be expected to make, decisions regarding education (including, but not limited to, records, discipline, and special education unless otherwise provided under special education laws and regulations), emergency medical care, and other matters for this child while in legal or actual charge or control of this child and I state that I have the authority to take such responsibility and to make such decisions and to so act. I also understand that I will have responsibilities under the state truancy laws to cause this child to attend school.

Signature of Adult in Legal or Actual Charge or Control

Dated: _____

Home Address of Adult in Legal or Actual Charge or Control

Home Phone: _____

Daytime Work Address

Daytime Work Phone: _____

NOTE: SECTION 79-215 R.R.S. PROVIDES THAT IF THE STUDENT IS HOMELESS OR IF THE ADULT DOES NOT HAVE A PHONE NUMBER AND ADDRESS WHERE HE OR SHE MAY GENERALLY BE

REACHED DURING THE SCHOOL DAY, THOSE PARTS OF THE FORM MAY BE LEFT BLANK AND A BOX MAY BE MARKED ACKNOWLEDGING THAT THESE ARE THE REASONS THESE PARTS OF THE FORM WERE LEFT BLANK. THE ADULT WITH LEGAL OR ACTUAL CHARGE OR CONTROL OF THIS STUDENT SHALL ALSO SIGN THE FORM.

_____ This child is homeless, which is the reason items were left blank.

_____ This adult does not have a phone number or address where they may generally be reached during the school day

(FOR SCHOOL'S USE)

APPLICATION STATUS

Decision:	Not Admitted	()	Child a Non-resident
	Not Admitted	()	Board of Education Approval Required (Expelled Student)
	Not Admitted	()	Other _____
	Admitted	()	Residency based on ____ Natural parent is a resident of District ____ In Loco Parenti ____ Child is Emancipated
	Admitted	()	Courses or Programs of part-time enrollment: _____

(Admission is subject to receipt of birth certificate, proof of immunization, physical and visual evaluation, and other required documentation)

Notes:

Date

Signature

StudentsStudent Residence, Admission and Contracting for Educational Services

1. This School District will admit resident students without charge, provided other admission requirements are met, under the following circumstances:

- (a) Upon request, a student who resides within the boundaries of the School District or a student with at least one (1) of the student's parents residing in the District.
- (b) Upon request, a student residing in the School District who is a ward of the state or a ward of any court.
- (c) Upon request, a homeless student. The following definition shall be used as a guide 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.

- (d) Upon request, a student who is residing in a residential setting not located in this School District, provided that the student is residing in the residential setting for reasons other than to receive an education, such residential placement is located in a School District other than this School District, and the student resided in this School District immediately prior to the time the student was placed in a residential setting. In such circumstances, this School District will contract with the School District in which such residential setting is located, to the extent required by law, for the provision of educational services to the student.

2. The School District may admit certain nonresident students, provided other admission requirements are met, under the following circumstances:

- (a) Upon the request of an enrolled student whose residency in the District ceases during the school year; such continued enrollment may, in the discretion of the Superintendent or designee, be for the remainder of that school year.

- (b) Upon the request of a student who is a resident of Nebraska, pursuant to a contract between the Boards of Education of this School District and the resident School District and upon the collection of tuition pursuant to such contract.
- (c) Pursuant to the option enrollment program.
- (d) Upon the request of a student from another state and the approval of the Superintendent or designee, and the collection of tuition in advance at a rate determined by the Board of Education.

Admission pursuant to paragraph (b) or (d) shall be permitted in exceptional cases only, and upon recommendation of the Superintendent. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.

Legal Reference: Neb. Rev. Stat. § 79-215
 Public Law 100-77, Section 103.

Date of Adoption: _____, 200__

StudentsForeign Exchange Students

South Sarpy School District No. 46 recognizes the value of cultural exchange for students. The District will consider applications for the admission of foreign exchange students from host parents/legal guardians of students currently enrolled in the high school. The administration shall review each application and determine whether to grant such based on administrative regulations or standards and determine whether such admission may be made without payment of tuition. A foreign exchange student may not participate in commencement exercises unless they have met graduation requirements.

Date of Adoption: _____, 200__

StudentsAttendance During School Day (Dismissals and Field Trips)

Students may not be permitted to leave school prior to the regular dismissal time except by permission of the Principal.

No student may be permitted to leave school prior to the dismissal hour at the request of or in the company of any one other than a school employee, police officer, court official, or parent of the child, unless permission of the parent has been first secured. If any police or court official requests the dismissal of a student, the student's parents should be notified as soon as possible.

Field trips or excursions off school grounds must have the approval of the Principal in advance and administrative requirements may be established for such activities.

Date of Adoption: _____, 200__

Students

School Census

The Superintendent is authorized to take such steps as necessary to take a complete school census every year in accordance with state and local laws.

Date of Adoption: _____, 200__

StudentsParent-Student Handbook

Each year the Board of Education shall adopt a Parent-Student Handbook. The rules, procedures, and practices adopted in the Parent-Student Handbook shall have the effect of Board Policy.

Date of Adoption: _____, 200__

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 South Sarpy School District No. 46 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. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's

conduct, misconduct or violation of the rule or standard and the reasons for the action taken.

- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
 - e. A student who 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 on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
3. Expulsion:
- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
 - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the

principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

- 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 provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
 - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
 - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. 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 be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
 2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that 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. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant;
8. Public indecency or sexual conduct;
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction;
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten; or
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes;
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities;
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or

conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion;

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for those students riding South Sarpy School District No. 46 buses.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
 - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
17. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

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

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

D. Additional Student Conduct Expectations and Grounds for Discipline. Additional student conduct expectations are established in each school's student/parent handbook, which is approved by the Board of Education prior to the start of each school year. 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 consequences up to expulsion.

StudentsAlternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration shall select one of the following described educational options to be made available to the expelled student during the period of expulsion, to-wit: (1) An alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) The development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. The superintendent or superintendent's designee shall make known to the expelled student which of the alternative educational options the administration has selected for the student's expulsion. Such information shall be made known to the expelled student on or before the date the expulsion becomes effective. An expulsion becomes effective, as to a student who has been given a written notice of a recommendation to expel, on the earliest of the following dates: (1) if the student, parent, or guardian has not requested a hearing, the sixth school day following receipt of the notice of the recommendation to expel, (2) if the student has requested a hearing, the date the student, parent, or guardian receives notice of the determination of the superintendent or superintendent's designee to expel the student, or (3) such other date as may be mutually agreed by the student, parent, or guardian and the administration.

A. ALTERNATIVE EDUCATION PROGRAM:

The approved alternative programs are: (1) community-based programs, (2) home-based programs, (3) specialized tutorial experiences, and (4) distance-learning. The Board of Education may, from time to time, approve other alternative programs and may approve specific alternative programs and may enter into contracts for the provision of such specific alternative programs. To the extent that the alternative programs are to be provided on-site, the individuals responsible for providing such on-site alternative program shall hold a valid Nebraska Teaching or Administrative Certificate. To the extent that the alternative program is to be community-based or off-site, such alternative program shall be planned in cooperation with and monitored or supervised by a school district staff member who holds a Nebraska Teaching or Administrative Certificate. Alternative programs may be conducted at times other than the regular school day.

The superintendent or superintendent's designee shall determine which alternative programs shall be made available to each specific expelled student based on a consideration of the interests of the school district and the student's educational and behavioral objectives and needs, as determined in the discretion of the superintendent or the superintendent's designee. If a parent or guardian refuses to participate or have their expelled child participate in the alternative programs made available, the district shall have no further obligation with regard to the provision of an alternative program. The superintendent or superintendent's designee shall establish a specific date or time within which the parent or guardian shall be required to state in writing an agreement to participate in the alternative program. As a condition of participation in alternative programs which involve the payment of tuition or other similar expenses, the student, parent, or guardian may be required, as a condition of such alternative program being available, to agree in

writing to pay the tuition or other similar costs for such program in the event the expelled student fails to successfully complete the program.

The standards of student behavior and cooperation required of students in the regular programs of this school district shall also be required of expelled students throughout the entire time period of the alternative program. Additional standards may be established in each specific program and for each specific expelled student. If the expelled student fails to meet the required standards of student behavior or cooperation, the student may be further disciplined by disciplinary punishment up to and including expulsion for an additional period of time beyond that being served by the expelled student. Further, if the expelled student fails to meet any of the conditions of the learning program, the district may, by action of the superintendent or superintendent's designee, terminate the alternative program for the expelled student. A due process hearing substantially in compliance with the statutory provisions for suspension and expulsion of students shall be made available, unless waived by the parent or legal guardian.

Upon preapproval by the superintendent or the superintendent's designee, academic credit towards graduation or advancement in grade level shall be available to students participating in alternative programs for expelled students. The academic credits to be awarded shall be equal to the same academic credit a student in the school district's regular educational program would earn for completion of a similar educational program, as determined in the discretion of the superintendent or superintendent's designee. Such academic credits shall not be earned unless the expelled student has successfully completed the conditions of the alternative program, as determined by the teacher and the superintendent or superintendent's designee. The superintendent or superintendent's designee shall determine whether or to what extent such academic credits should be assigned to subject area or other specific graduation or advancement requirements. The achievement mark (i.e., grades) assigned for such academic credits shall not be available to the advantage of the expelled student for honor roll, class rank, or other academic honors or recognition.

B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program outlined in subparagraph A. above, the following procedures shall be followed prior to expelling a student unless the expulsion was required by subsection (4) of the Neb. Rev. Stat. § 79-283; said procedures being as follows, to wit:

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

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

(3) The plan shall:

- (a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
- (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
- (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and
- d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

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

Legal Reference: Neb. Rev. Stat. §79-266

Date of Adoption: _____, 200__

SECTION 79-266(2) PLAN

Student: _____

Date and Participants: _____

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

(a) Guidelines and Consequences for Behaviors

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

(b) Educational Objectives

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

(c) Financial Resources and Community Programs Available

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

(d) Monthly Reviews & Other

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

Dated this _____ day of _____, 200__, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by _____

[Administrator]

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

StudentsExtracurricular Activity**Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to the Code of Conduct and the school district's policies, procedures and rules found in the junior high and high school parent/student handbooks.

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING SOUTH SARPY SCHOOL DISTRICT NO. 46 HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN

**PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING
TO COMPLY WITH THESE STANDARDS."**

Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw

Pursuant to the provisions of the No Child Left Behind Act, parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

- to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
 6. Possession, use or distribution of any tobacco product.

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

South Sarpy School District No. 46 does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: _____, 200__

Community RelationsCommunity Use of School Facilities

The Board of Education desires to have its facilities and grounds used by the community served by the school district.

School facilities and grounds, although primarily intended for school use, may be available to groups so as to contribute to the recreational and cultural opportunity for the community. Further, the use of school facilities shall be accomplished without additional cost to the district through a system of building maintenance charges.

The buildings/grounds maintenance charges shall recognize direct costs to the district, as well as the nature and activity of the organization requesting use of the facilities. Youth oriented, nonprofit groups in which there is a majority of students of South Sarpy School District No. 46 participating may be permitted use of facilities at no fee. The youth oriented, nonprofit groups approved by the Board of Education to use the facilities at no fee are South Sarpy Athletic Program (SSAP); Sarpy Youth Athletic Association (SYAA); Junior Trojans; Platteview Wrestling Club; Local Boys and Girl Scouts, Brownies, Daisies, Boy Scouts, Cub Scouts; Good News Club; Mid-America Woodcarvers; Celebrate Safe Parent Organization; Platteview Junior and Senior High School Booster Clubs; Each school's PTO; St. Joseph's CCD; and Community Associations within school district boundaries. However, the sponsoring group will be responsible for custodial costs if a custodian isn't already on duty at the school during their regular hours. Only space requested may be used. Any other community groups wishing to waive their fee for facility use will need to request a waiver from the Board of Education. No tobacco/alcoholic beverage will be allowed on school grounds. Any abuse of this policy will result in immediate withdrawal of facility use privileges.

It is not the general policy of the school district to permit use of facilities to individuals or groups for private profit. The administration will, however, consider such requests when the nature of the activity is such that it provides a program of general interest to the community. Generally, organizations' sponsoring such an activity will be charged the appropriate fee and custodial costs in an amount sufficient to defray expenses.

The Board of Education shall require a "Hold Harmless Agreement" with any group using facilities. Furthermore, proof of liability protection may be required by the group or organization requesting use of the facility.

When meals are served and full use of the kitchen and facilities are required, an additional maintenance fee amount may be required. No groups which advocate or condone the violent overthrow of the Constitution of the United States Government will be granted use of the school district facilities.

All arrangements for use of the building(s) shall be made with the Superintendent, Building Principal, Athletic Director or the Superintendent's designee. All groups must complete required

paperwork and application before use of the facilities or grounds.

All use of the South Sarpy School District No. 46 facilities shall be supervised by responsible adults or security personnel. In the absence of school personnel, supervision should extend to the entire facility. Supervision may be provided by a school district certificated staff member or by other responsible adults who have executed the required paperwork. At no time will students or other minors be permitted in the facilities without proper supervision.

Date of Adoption: April 14, 2010

CONTRACT FOR USE OF SCHOOL BUILDINGS AND GROUNDS

South Sarpy School District #46

This contract for use of district facilities is between Sarpy County School District 77-0046 and (Name and Mailing Address) _____.

To finalize this contract, the party using the facility is required to complete the following forms:

1. Contract for Use of School District Buildings and Grounds _____
2. Application for School Building Space _____
3. Release and Indemnification Agreement _____

Also, at the discretion of building administrators and/or the superintendent's designee, the party using the facility may need to provide proof of insurance and/or an advanced deposit.

Both parties to this contract agree to the following terms

1. The party using the facility or grounds shall be responsible for any liability suit filed by any person(s) who was (were) present in the facility at the time of use.
2. There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
3. There shall be no smoking permitted on any district campus.
4. If two different groups use the same facility on a given date, each group shall be considered as an individual party and each shall be responsible for a separate maintenance fee.
5. A \$100 deposit may be required prior to use of the gym to cover either damage or loss of district property or equipment. This deposit will be refunded to each party at the end of the contract period, provided there is no damage or loss. However, any party using the facilities will be held responsible for the total cost of damage or loss, regardless of the activity.
6. Unless otherwise approved, the total fee plus maintenance costs, plus deposit, will be paid to the district, prior to or on the first date of use. A party must provide a complete schedule at that time also.
7. The party using the facilities/grounds shall be responsible to leave the facilities in the same condition that it was when the party arrived. If used, the gym floor is to be swept; all equipment is to be properly placed in the location designated for storage; and any paper or other debris cleaned up.
8. There is to be no one permitted in any other area other than those areas that were requested for use.
9. Equipment that has not been made available to the party under this agreement shall not be used.
10. If any school personnel are needed as part to this contract, it shall be stipulated in the contract, and payment for services is the responsibility of the party requesting facility use.
11. Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
12. All arrangements for the use of the building(s) shall be made with the building principal, superintendent or his/her designee.

13. The fees for the use of school district facilities shall be calculated by the Administration, so that the use of those facilities is comparable with charges for similar private facilities, while assuring that the costs of utilities and scheduling are paid. It is the intent of the fee structure that district residents receive a benefit of reduced fees because of their support of the district with property taxes. The fees and maintenance costs for use of school district facilities or grounds are as follows:

Fees

Organizations/Individuals within District 46:

Cafeteria (any building)	\$ 100.00
PHS Auditorium	400.00
Gymnasium (per gym)	150.00
Stadium (Track, Football field)	300.00

Organizations/Individuals outside District 46:

High School Cafeteria	\$400.00
Gymnasium (per gym)	600.00
Auditorium	1,000.00
Elementary & Jr. High Gym/Cafeteria	400.00
Stadium (Track, Football field)	1,000.00

Maintenance/Supervision Costs Not Included In Fees

\$25/hour for weekend supervision and maintenance (required on weekends)

\$25/hour for overtime (during week) (Not all use during week will require overtime)

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

Principal or designee signature

Sponsor for organization requesting facility use

Date

Date

RELEASE AND INDEMNIFICATION AGREEMENT

South Sarpy School District #46

In consideration of the undersigned being allowed or granted permission to use Sarpy County School District 77-0046 a/k/a South Sarpy School District No. 46 (hereinafter referred to as "South Sarpy School District No. 46") buildings, grounds, facilities or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which the undersigned has or which may in the future accrue, for all personal injuries, known or unknown, or injuries or damage to property, caused or arising out of the undersigned's use of South Sarpy School District No. 46 building, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use South Sarpy School District No. 46 buildings, grounds, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the South Sarpy School District No. 46 buildings, grounds, facilities or equipment. The undersigned acknowledges that the party using the facility maintains adequate liability insurance and will provide a copy if required.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use South Sarpy School District No. 46 buildings, grounds, facilities or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and the undersigned's heirs, executors, administrators or assigns, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify South Sarpy School District No. 46, all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

South Sarpy School District No. 46 does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters, or materials disseminated as part of the program of the person or persons or entity allowed access to South Sarpy School District No. 46 facilities, and remains totally neutral with regard thereto.

The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

DATED this _____ day of _____, 20__.

NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.

APPLICATION FOR USE OF SCHOOL BUILDING SPACE AND/OR GROUNDS
South Sarpy School District #46

APPLICANT _____ DATE _____

CONTACT PERSON _____ PHONE _____

BUILDING/GROUND REQUESTED _____

AREA NEEDED _____

DATE OF PROPOSED ACTIVITY _____ TIMES _____

TYPE OF MEETING OR ACTIVITY, PLEASE EXPLAIN FULLY _____

WILL ADMISSION BE CHARGED? _____ YES _____ NO

IF YES, AMOUNT \$ _____ ANTICIPATED ATTENDANCE _____

WILL FOOD/BEVERAGES BE SERVED? _____ YES _____ NO

I AGREE TO FOLLOW ALL RULES AND POLICIES IN THE USE OF THE SCHOOL FACILITIES AND PLEDGE THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE. MY SIGNATURE INDICATES I HAVE READ THE RULES FOR USE OF FACILITIES, INCLUDING FEES AND COSTS, AND I HAVE READ AND SIGNED THE CONTRACT FOR USE AND THE RELEASE AND INDEMNIFICATION AGREEMENT.

SIGNED

DATE

PRINT NAME

PHONE

ORGANIZATION

.....
PROOF OF LIABILITY INSURANCE REQUIRED: _____ YES _____ NO

IF YES, PLEASE ATTACH PROOF OF INSURANCE TO APPLICATION.

RENTAL FEE \$ _____

CUSTODIAL FEE \$ _____

OTHER FEES \$ _____

TOTAL DUE \$ _____

APPROVED BY:

ADMINISTRATOR _____ DATE _____

RULES FOR USE OF SCHOOL FACILITIES

South Sarpy School District #46

1. The school reserves the right to first claim to the use of school district property. Cancellations may be ordered by school district authorities, with or without notice.
2. The building principal reserves the right to demand sufficient time to fully investigate an application.
3. The party making application agrees to reimburse the district for any damage to school property by a person or persons attending the activity or meeting.
4. Rental agreements are NOT transferable.
5. Rental agreements may be cancelled by applicants with at least 24 hours notice. For Saturday and Sunday Activities, 48 hours are required.
6. Occupancy beyond the closing hour stated on the rental agreement may entail additional charges.
7. All payments are to be made to South Sarpy School District #46 School Activities Fund.
8. Only the portion of the building/grounds specified in the rental agreement is to be used by the participants of the activity.
9. There shall be absolutely no smoking, use of possession of drugs, or use or possession of alcohol on any of the school facilities at any time.
10. Adult supervision is required at all times for all activities. The school district reserves the right to require additional security.
11. Permission to utilize any or all parts of the kitchen facility must be received by the Superintendent of Schools or the Food Service Director previous to a given activity.
12. Any group utilizing the PHS kitchen free of charge due to appropriate board policy or administrative waiver shall have a designee previously trained by food service staff to be ultimately responsible for all activities that occur.
13. If a group does not have a previously food service trained designee, and they wish to utilize the kitchen, an hourly supervision fee will be assessed to the group to have a kitchen staff member present during the activity.
14. Any consumable materials or items utilized from the kitchen will be charged back to the group accordingly.

Date of Adoption: _____, 20__

Community RelationsMaintenance Costs/Use FeesFee Schedule

The fees for the use of school district facilities shall be calculated by the Administration, so that the use of those facilities is comparable with charges for similar private facilities, while assuring that the costs of utilities and scheduling are paid. Fees shall be paid by all organizations not listed in Board policy to receive a waiver of fees.

NOTE: **A \$100 deposit or more may be required before a person/group/organization will be permitted to use the facilities.**

Fees (per day)

Organizations/Individuals within District 46:

Cafeteria (any building)	\$ 100.00
PHS Auditorium	400.00
Gymnasium (per gym)	150.00
Stadium (Track, Football field)	300.00

Organizations/Individuals outside District 46:

High School Cafeteria	\$400.00
Gymnasium (per gym)	600.00
Auditorium	1000.00
Elementary & Jr. High Gym/Cafeteria	400.00
Stadium (Track, Football field)	1,000.00

Costs Not Included In Fees

\$25/hour for weekend supervision and maintenance (required on weekends)

\$25/hour for overtime (during week) (Not all use during week will require overtime)

Date of Adoption: _____, 200_

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers, parents, and counselor, to be appropriate for the educational interests of the student and the school's educational program.

Legal Reference: Neb. Rev. Stat. '79-443

Date of Adoption: _____, 200__

StudentsStudent Records

School staff shall maintain appropriate student files and records. Said files and records shall be maintained in compliance with state and federal law.

Confidentiality of Student Records.

Information from a student file shall not be released or divulged except in compliance with state and federal law. School personnel who have a "legitimate educational interest" can access student records, in order to prepare for, assist in, or carry out the education of the student or compile or maintain school records (e.g., the superintendent, principals, teachers, school psychologist, speech therapist and assistants such as secretaries, clerks and typists) are authorized to have access to student records to the extent necessary to perform such responsibilities. Release of records or contents shall not be made to non-authorized persons or agencies without a court order, lawfully issued subpoena, or written consent of the parent or the written consent of the student when the student is eighteen (18) years of age or older.

Student and Parent Access to Student Records.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. A non-custodial parent is entitled to access to student records except in the case of a court order to the contrary.

Maintenance and Destruction.

Student files or records shall be so maintained as to separate academic and disciplinary matters and all disciplinary material shall be removed and destroyed upon the student's graduation or after the student's continuous absence from the school for a period of three (3) years, and after authorization is given the State Records Board pursuant to law.

Amendment of Student Records.

Parents and students older than eighteen (18) years of age have the right to challenge any information contained in the records that they believe is inaccurate or misleading or violates the privacy or rights of the student by making a request, in writing, to the principal to amend the records. If a decision is made not to amend the education records of the student in accordance with the request, the principal shall so inform the parents of the student and the superintendent of the refusal, and advise the parent of the right to a hearing. A hearing shall be made available in conformance with applicable law.

Legal Reference: Neb. Rev. Stat. §§42-364(4) & 42-381; Neb. Rev. Stat. §43-3001
Neb. Rev. Stat. §§79-2,104 & 79-2,105; Neb. Rev. Stat. §79-539
Neb. Rev. Stat. §§84-1201 to 84-1220
Family Educational Rights and Privacy Act of 1974

Date of Adoption: _____, 200__

StudentsAcademic Progress

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

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

Date of Adoption: _____, 200__

StudentsMake-up Work

Make-up work for students who are absent from school shall be governed by guidelines developed by the Superintendent or Superintendent's designee. The Guidelines shall state the criteria to be used in determining whether and to what extent the opportunity to complete class work, including examinations, missed during a period of disciplinary suspension will be granted.

The make-up work of students will be counted for course credit when satisfactorily completed according to the guidelines stated below; which are the Superintendent's guidelines, or such other guidelines as approved from time to time by the Superintendent or the Superintendent's designee.

To receive credit for work missed due to excused absences (e.g., personal illness, bereavement or emergency in the family, participation in an approved school activity), the student, upon returning to school, is responsible a) for requesting assignments for make-up work and b) for completing the make-up work on his/her own initiative by the due date. The teacher will provide materials and assistance to a student who is making up work for these reasons.

To receive credit for work missed due to a parent requested prearranged absence (e.g., medical or dental appointment, religious observance, spectator at a school activity, family trip, college visit), the student is responsible a) for requesting assignments for make-up work prior to his/her absence and b) for completing the make-up work on his/her own initiative by the due date.

The date when make-up work is due will be determined by the Principal, up to a maximum of ten (10) days. Students who plan to miss school due to scheduled school activity or a parent requested prearranged absence may request assignments and make arrangements to complete part of all of the work prior to the absence.

At the beginning of each semester, or during the semester for students who enter during the semester, a) the principal will provide students with information about the district regulations for absences and make-up work and b) teachers will explain the procedures students should use for requesting assignments and completing make-up work in their courses.

Students and parents/guardians are advised that equivalent experiences for students who miss class are difficult and sometimes impossible to recreate. Parents/guardians are also advised that testing and summarizing activities often are scheduled at the end of the quarter and the end of the semester; parent requested prearranged absences should be avoided during these times.

Date of Adoption: _____, 200__

StudentsAssociation Activities

The South Sarpy School District No. 46 is a member of the Nebraska School Activities Association which is a voluntary organization of public and parochial schools of Nebraska, organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of South Sarpy School District No. 46.

Students who represent South Sarpy School District No. 46 in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Date of Adoption: _____, 200__

StudentsStudent Organizations

The Superintendent shall approve formal student organizations, provide adequate supervision, and administer student finances for student organizations and activities. Student organizations, as a vital part of the total education program, should accomplish the following criteria:

- 1) Extend and reinforce the instructional program.
- 2) Give students practice in democratic self-government.
- 3) Develop student morale and support for the school.
- 4) Honor outstanding student achievement.
- 5) Provide wholesome social and recreational activities.

Date of Adoption: _____, 200__

StudentsStudent Activities; Hazing, Fund-Raising and SupervisionInitiation & Hazing Activities

Initiations/hazing will not be permitted in South Sarpy School District No. 46.

Fund-raising

All teachers shall earnestly seek to educate students in the services performed by the humanitarian agencies, and shall encourage students to participate in their financial support as a social and community project, but no fund-raising drives are to be conducted by non-school agencies or for non-school activities among the student population.

Students may engage in raising funds, under the control of school officials, for certain approved student activities, provided the project has the approval of the principal of the school involved.

Students or student groups desiring to raise money through fund drives in one form or another will present their written requests to the elementary and/or secondary principals for their approval. The approval will be based on the following criteria:

- A. Where the funds will be used. Preference will be given to those activities in which usage of tax money would be doubtful or illegal, such as trips and awards of a personal nature. Any drive which seeks or tends to circumvent a Board decision will be rejected. A definite goal for the expenditure of the funds received must be established.
- B. Quality of the product or suitability of the product sold. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Will try to avoid products which are in definite competition to local business people.
- C. The number of fund drives per organization are limited to three (3) per year.
- D. The Board will not be responsible for any losses incurred. Principals will need to approve locations and subject matter of all posters posted in the drive.

Adult Sponsors

Adult sponsors must be in attendance at all school sponsored activities.

Adult Drivers

Adult drivers will be required unless a written clearance has been made by the parent of the driver and all passengers.

Date of Adoption: _____, 200__

StudentsSelection of Students for Participation in Activities

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Date of Adoption: _____, 200__

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

This Contract of Employment with Superintendent (the "Contract") is made and entered into by and between the Board of Education of South Sarpy School District #46 (hereinafter referred to as the "Board"), and Brett Richards (hereinafter referred to as the "Superintendent").

WITNESSETH

In accordance with action duly taken by the Board and recorded in the Minutes of the Board Meeting held on the 12th day of December, 2011, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept employment as the Superintendent of the South Sarpy School District #46 (the "District") upon and subject to the following terms and conditions:

I. Term of Contract

A. Term. This Contract shall be for a term of two (2) years, beginning on the 1st day of July, 2012, and ending on the 30th day of June 2014, unless sooner terminated as provided in Section VI hereof. References in this Contract to "Contract Year" shall mean the period of July 1 to June 30.

II. Qualifications and Duties

A. Qualifications. Throughout the Term of this Contract, the Superintendent shall hold a valid certificate to act as a Superintendent of Schools in the State of Nebraska; said certificate shall be duly registered and filed as required by law, and the Superintendent shall not be under contract with another board of education within the State of Nebraska.

B. Duties. The duties to be performed by the Superintendent hereunder shall be those usually and customarily performed by an individual who is employed as the superintendent of a school district that is comparable in size and composition to the District, and shall include the following: (i) responsibility for the day to day administration of the instructional and business affairs of the District; (ii) responsibility for the implementation of Board Policy; (iii) initiating all personnel actions that require Board action, including recommendations concerning termination, cancellation or non-renewals; organizing, administering and supervising the District's supervisory staff; and, subject to Board approval, (iv) the selection, placement and transfer of personnel. The Superintendent shall report to the Board. The exact nature and extent of the Superintendent's duties shall be as defined from time to time by the Board, in its sole discretion. Without limiting the generality of the foregoing, the parties agree as follows:

1. The Superintendent will perform his duties in compliance with his written job description, if any; all rules, regulations, policies and procedures of the District as duly adopted from time to time by the Board; the terms of all applicable third party contracts; and all federal, state or local laws, statutes or ordinances and any rules or regulations promulgated thereunder.

2. The Superintendent will devote substantially all of his available working time, skill and energy to performing the duties required by his position as Superintendent and will not engage in any other business or occupation except to the extent the same is expressly approved in advance and in writing by the Board; provided, however, that nothing herein shall be deemed or construed to limit or restrict the ability of the Superintendent to engage in activities that are incident to the ownership or management of personal investments or to participate in professional activities such as consulting,

speaking, writing or lecturing, so long as such activities do not interfere with the ability of the Superintendent to perform his duties hereunder or conflict with the interests of the District.

III. Salary

A. Annual Salary. During the 2012-2013 Contract Year of this Contract, the Board shall pay the Superintendent an annual salary in the amount of one hundred twenty-two thousand and no/100 dollars (\$122,000.00). The Superintendent's annual salary for each Contract Year thereafter shall be set by the Board, in its sole discretion, provided only that the Superintendent's annual salary for any Contract Year thereafter during the term of this Contract shall not be less than the Superintendent's annual salary for the immediately preceding Contract Year.

B. Payment of Salary and Adjustments. The annual salary shall be paid in equal monthly installments in accordance with the usual and customary payroll practices of the District that apply to its professional staff. All salary payments shall be subject to authorized deductions and all local, state and federal withholding as required by law, including without limitation, retirement contributions, FICA, FUTA, Medicare and state or federal unemployment contributions.

IV. Leaves and Other Fringe Benefits

A. Leaves.

1. Vacation.

a. Vacation Days: The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

b. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

2. Sick and Bereavement Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of sixty (60) sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 60, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 60 days. Upon ending employment, unused sick leave days will not be paid. The superintendent shall be allowed up to ten (10) working days per year for Bereavement Leave. Any days used for Bereavement will be subtracted from Sick Leave days available.

3. Holidays. The following days shall be holiday days and not working days: President's Day, Easter, Memorial Day, and July 4th, Labor Day, Thanksgiving, and day after Thanksgiving, Christmas, and New Year's Day.

4. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's administrative assistant. The Superintendent will notify the Board President when vacation days are used.

B. Fringe Benefits. The Superintendent shall receive such fringe benefits related to insurance (health, dental, and disability) and 403(b) participation as are provided to certificated teachers of the School District subject to the negotiated agreement between the School District and the South Sarpy District #46 Education Association, or other bargaining unit for the certificated teachers of the School District, provided the Superintendent meets the conditions and eligibility requirements for such benefits. The School District shall also purchase a term life insurance policy insuring the Superintendent having a primary death benefit of \$50,000, with the beneficiary of such policy to be determined by the Superintendent.

C. Transportation. The Board shall reimburse the Superintendent for all mileage that he may reasonably and necessarily incur in connection with the performance of the Superintendent's official duties at the mileage reimbursement rate established by the Department of Administrative Services under State Statute Section 81-1176 in effect at the time of the travel.

D. Professional Meetings. Subject to prior Board approval, the Superintendent may elect to attend appropriate professional meetings at the local, state and national level, and such attendance shall not be counted as vacation or sick leave. Such attendance shall be scheduled so as not to interfere with the proper performance of the Superintendent's duties. The reasonable and necessary expenses incurred by the Superintendent for transportation, registration, meals and lodging in connection with his attendance at such approved meetings shall be paid by the Board, as and to the extent permitted by law and Board policy.

E. Professional Association Dues. The Superintendent's membership in the Nebraska Association of School Administrators shall be paid by the Board. The Superintendent's membership in other professional associations may be paid by the District subject to prior Board approval.

F. Incentive Program. An incentive program worth up to \$10,000 each year is made available to the Superintendent to recognize school district wide improvement in student achievement as reflected by the South Sarpy School District #46 Performance Index score for each school academic year. In August, 2012, a percentage of standards met on the Performance Index for the 2011-2012 school academic year will be calculated. This percentage will be the baseline for this incentive program. On August 2013 and again on August 2014, the percentage of standards met on the Performance Index for the immediately preceding school academic year will be calculated. If the percentage in August 2013 or 2014 is greater than the baseline plus 5%, the superintendent will be awarded \$1,000 for each percentage point greater than the baseline plus 5%. The total incentive amount awarded will not exceed \$10,000 each year.

V. Representations and Warranties of Superintendent

A. Representations and Warranties of the Superintendent. As an express condition precedent and a material inducement to the Board to enter into this Contract and observe and perform the obligations and undertakings to be observed and performed by it hereunder, the Superintendent represents and warrants to the Board as follows:

1. That all information set forth in the Superintendent's application of employment and all other information provided to the Board by the Superintendent in connection therewith is true, correct and complete in all material respects and does not omit any facts necessary in order to make the statements and information contained therein not misleading;

2. The Superintendent has never been convicted of, entered a plea of no contest or *nolo contendere* to, or otherwise been charged with or convicted of a felony or any other lesser offense involving willful and wanton misconduct, moral turpitude, abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NCA 27; and

3. The Superintendent has not suffered suspension or revocation of any educational professional license or certificate.

VI. Cancellation, Termination, Non-Renewal and Amendment

A. Cancellation, Termination, Non-Renewal and Amendment. This Contract may be cancelled, terminated, not renewed or amended as follows:

1. Termination Due to Death. This Contract shall immediately terminate in the event of the Superintendent's death.

2. Non-Renewal or Amendment by the Board as of the End of the Term. Subject to the procedures set forth in Neb. Rev. Stat. §§79-824 through 79-845 (Reissue 2003), this Contract may be amended or not renewed by the Board as of the end of its Term upon the Board providing written notice of its intent to amend or not renew the Contract to the Superintendent no later than the 15th day of March immediately preceding the end of the term of this Contract.

3. Termination by Superintendent. This Contract may be terminated by the Superintendent providing the Board with written notice of his intent to terminate this Contract at least ninety (90) days prior to the date on which such termination will take effect.

4. Cancellation or Amendment by Board During the Term. Subject to the procedures set forth in Neb. Rev. Stat. §§79-824 through 79-845 (Reissue 2003), this Contract may be cancelled or amended by the Board at any time during the Term for any of the following reasons: (i) cancellation, termination, revocation or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate or Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (ii) breach of any of the material provisions of this Contract of Employment; (iv) incompetency; (v) neglect of duty; (vi) unprofessional conduct; (vii) insubordination; (vii) immorality; (viii) physical or mental incapacity; (ix) intemperance; or (x) conviction of a felony. For purposes of this Contract, "physical or mental incapacity" shall be deemed to exist sufficient to establish just cause for cancelation of the Superintendent's contract with the school district should the Superintendent be continuously disabled for a period of (120) consecutive calendar days, has exhausted all available leave and is unable to return to work on a full-time basis and perform the essential functions of his job with reasonable accommodation.

B. Entitlement to Compensation and Benefits in the Event of Cancellation, Termination, or Non-Renewal. In the event this Contract is terminated, cancelled or not renewed, the Superintendent shall be entitled to receive payment for any vacation leave that he has accrued and which remains unused as of the date on which such termination, cancellation or non-renewal takes effect. Together with that portion of his Annual Salary which has been earned up to such date, as determined by multiplying his Annual Salary for the Contract Year in question by a fraction, the numerator of which is the number of whole and

fractional months he has worked up to the date on which the termination, cancellation or non-renewal takes effect, and the denominator of which is twelve (12). Except as set forth above, the Board shall have no further obligation of any kind to continue to pay or provide any further compensation or benefits to the Superintendent from and after the date on which such termination, cancellation or non-renewal takes effect.

VII. Miscellaneous

A. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto and their respective heirs, successors, permitted assigns, and legal representatives and is not intended, nor shall it be construed, to give any person, other than the parties hereto and their respective heirs, successors, permitted assigns and legal representatives, any legal or equitable right, remedy or claim hereunder.

B. Choice of Law. This Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska. Any legal action or proceeding with respect to this Contract or any document related hereto shall be brought only in the district courts of Nebraska, or the United States District Court for the District of Nebraska., and, by execution and delivery of this Contract, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocable waive any objection, including, without limitation, any forum non *conveniens*, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

C. Entire Agreement. This Contract, together with all exhibits and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior contracts, agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

D. Amendment. No amendment, supplement or modification of this Contract shall be binding unless executed in writing by the party to be bound thereby.

E. Waiver. No waiver of any of the provisions of this Contract or any breach of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision or breach hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

F. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this contract, but shall be interpreted according to the application of rules of interpretation on contracts generally. The headings and table of contents (if any) used in this Contract are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Contract.

G. Time is of the Essence, Computation of Time. Time is of the essence with respect to every covenant, condition to be satisfied, and action to be taken hereunder, and the parties shall proceed accordingly with respect to every action necessary, proper or advisable to make effective the transactions contemplated by this Contract. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon any day which is not a business day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding business day.

H. Survival. All representations and warranties; all of the rights, remedies, obligations, and all of the covenants and agreements set forth in this Contract which, by their terms, require or contemplate

performance which is to extend beyond or occur after the date hereof, shall survive the execution and delivery of this Contract and shall remain in full force and effect and be enforceable as between the parties hereto in accordance with their terms for the statute of limitations period applicable thereto.

IN WITNESS WHEREOF, this Contract has been executed and entered into by the parties hereto, fully intending the same to be binding upon themselves and their respective heirs, personal representatives, trustees, successors and assigns.

Sarpy County School District 77-0046, a/k/a South Sarpy School District No. 46	Brett Richards, Superintendent of Schools
Dated this ____ day of December 2011.	Dated this ____ day of December 2011.
<hr/> Kyle Fisher, President, Board of Education	<hr/> Bret Richards
Attest:	
<hr/> Secretary	

**South Sarpy School District #46
Board of Education
Future Planning
December 12, 2011**

1. 12/20/11 Holiday Tea – 2:00 p.m.
2. 12/22/11 Last Day of First Semester
3. 1/2-3/12 Teacher Training Days
4. 1/4/12 First Day of Second Semester
5. 1/9/12 Regular Board Meeting – 7:00 p.m. (Note: No Committee– 6:00 p.m.;
Finance Committee – 6:30 p.m.)
6. 1/22-23/12 NASB Legislative Issues Conference in Lincoln
7. 1/23/12 Board Work Session – 7:00 p.m.
8. 1/25/12 UNO Phi Delta Kappa Meeting – 5:30 p.m.
9. 2/6-7/12 Labor Relations Conference in Kearney
10. 2/13/12 Regular Board Meeting (Committees Not Set)
11. 2/15/12 Incumbent Filing Deadline
12. 2/16-19/12 AASA Convention in Houston
13. 2/29/12 NASB School Board Leadership Conference in Lincoln
14. 4/21-23/12 NSBA Annual Conference (Boston)

- Typically, the Board does not hold a work session meeting in December.