Overton Public School District 24-0004 Overton Board of Education Board Meeting: February 13, 2023

### Board of Education Agenda:

7:30	A. Call	meeting to order			
7:35	B. Com	3. Compliance Statement			
7:40		n consent of the Board, receive reports from school personnel, patrons, omunity groups			
7:45	D. Read	d and consider communications			
7:50	Е. Арр	rove the agenda			
7:55	<b>F.</b> Арр	rove minutes			
8:00	G. Act	on bills for payment			
	H. Mat	ters pending before the board			
8:00	1.	Consider contract with ESU 10 for Special Education Supervision, Physical and Occupational Therapy, and Audiology			
8:05	2	Consider approving contract for Principal			
8:10	3.	Consider designating the depository for all district funds			
8:20	4.	Consider approving teaching contract for the 7-12 SPED position			
8:25	5.	Consider approving teaching contract for the Science position			
	I.	Board Reports and Discussion			
8:30	1.	Board Reports: a. Meetings Attended b. Upcoming Meetings c. Committee Reports			
	2.	Board Discussion:			
	J.	Administrative Reports:			
8:35	1.	Principal's Report			
8:55	2	Superintendent's Report			

#### **COMMENTS:**

- 1. Is required to provide SPED services to students
- 2. Recommendation of the superintendent to approve contract with Principal

a.

- 3. Board policy requires the board to designate where all district funds are to be deposited
- 4. Administration recommends the board approve the SPED 7-12 teaching contract with Kati Harmon
- 5. Administration recommends the board approve the science teaching contract with Mr. Scott Stecklein

#### DISCUSSION:

- 1. **Board Reports and Discussion:** 
  - a. Meetings Attended:
  - b. Upcoming Meetings:
  - Transportation: C.
  - Interlocal:
  - Curriculum Committee:
  - Facilities:
  - Negotiations:
- 2. **Discussion Topics:**
- **Projects**
- b. March Board Meeting - March 13, 2023

Schedule Provided

Meeting will be Scheduled

- **Review Board Policies**
- 5012 Testing and Assessment Program
- 5014 **Homeless Students**
- 5015 **Protection of Student Rights**
- Student Records 5016
- **Routine Directory Information** 5017
- 5018 Parental and Guardian Involvement in Educational Practices
- 5019 Communicating with Parents
- 5020 Rights of Custodial and Non-Custodial Parents
- 5022 Investigations and Arrests by Police or Other Law Enforcement
  - Officers
- 5023 Student Illness
- 5024 Medication of Students

#### **Administrative Reports:**

#### Principal's Report

- 1. **Upcoming Events**
- **Enrollment Update** 2.
- Parent Teacher Conferences

#### SUPERINTENDENT'S REPORT

1. Option Enrollment-

> Out a.

> > b.

In a.

Change of status

a.

- b.
- 2. Board Meeting for March - Date and Time
- 3. Projects Update
- 4. Legislative Issues
- 5. Financial Review
- 6. Staffing

7. Other

# **OVERTON EAGLES**

Overton Public School 24-0004 P.O. Box 310 401 7th Street Overton, NE 68863-0310



Mark A. Aten, Superintendent Brian Fleischman, Principal Jody Skallberg, Counselor Brian Fleischman, Activities Director

Phone: (308) 987-2424 • Fax: (308) 987-2349 • www.overtoneagles.org

NOTICE OF MEETING BOARD OF EDUCATION OF OVERTON, NEBRASKA

NOTICE IS HEREBY GIVEN, that a meeting of the Board of Education at School District 24-0004, of Overton, Nebraska will be held at 7:30 p.m. on Monday, February 13, 2023 at the Overton Public School, which meeting is open to the public. An agenda for such meeting kept continuously current, is available for public inspection at the office of the Superintendent, in the Overton Public School Building, 401  $7^{\rm th}$  Street, Overton, Nebraska.

Jared Walahoski Secretary of the Board

## Overton Public Schools Overton Board of Education

Minutes of the Regular Board of Education Meeting Overton Public School District 24-0004

# Board President or Presiding Officer: Meeting to Order and Roll Call. The February 13, 2023 regular monthly meeting of the Overton Public Sch

	repruary 13, 2023 registation is called to order		_	on Public School Board of
	Brennan	Present	Absent	
	Jeffries	<u></u>		
	Lassen	7	-	
	Meier	-	( <del></del>	
	Rudeen		-	
	Walahoski	-	\ <del></del>	
	w atanoski	-	:===	
Excu	ise the absence of boai	rd member		
		Yes	No	
	Brennan			
	Jeffries			
	Lassen		\	
	Meier	-		
	Rudeen			
	Walahoski			
		-		Vote
Beac and t Com pleas comm will l discu Police exceetto ad	con Observer, and also per the Security First Bank.  In the Security First	There is packet time, visitors marefer to the agence regarding a top t will not add the f it is a personner concerns. The to- ach member of the oup wishes to sp	ath doors of the sch provided for the provided for the provided for the provided for the provided item. This is the ic not on the agence item to the actional issue, you must for tal time allotted for the public will be allotted.	d. If it is regarding an agenda item, conly time you will be able to la, and not a personnel item, we list, we may add it to the follow steps outlined in Board or the public comment will not lotted not more than five minutes ate one spokesperson for the group
	sts Present: See Attache			
	following presented re			
1		_	- Topic	
2		_	- Topic	

3.		- 1 opic	
The following communic	cations were read	d or presented to	o the Board:
1		- Topic	
2		- Topic	
3		- Topic	
A Motion made by		and seconded b	у
to approve the agenda o Discussion:			
Votes:  Brennan Jeffries Lassen Meier Rudeen Walahoski	YES	NO	ABSENT
			Vote
A Motion made by		and seconded b	у
to approve the minutes Discussion:	of the <u>January</u> 9,	2023 regular bo	pard minutes as presented.
Votes:  Brennan  Jeffries  Lassen  Meier  Rudeen  Walahoski	YES	NO	ABSENT
			Vote
A motion by February bill roster in t Discussion:	and the amount of <u>\$4</u>	seconded by 6,509.81.	to approve the
Votes:	YES	NO	ABSENT

Jeffries			
Lassen			
Meier			
Rudeen			
Walahoski	 		
	 7.1		
		Vote	

# MINUTES OF THE OVERTON PUBLIC SCHOOL BOARD OF EDUCATION REGULAR MEETING

January 9, 2023 7:30 p.m.

#### Board President called the meeting to order. Members Present:

Brennan Jeffries Lassen Meier Rudeen Walahoski

**Notification:** The January 9, 2023 meeting of the Overton Public School Board of Education was posted at the Overton Public School, on the Overton Public School website, Beacon Observer, Overton Post Office, and the Security First Bank.

**Open Meetings Information:** To be in compliance with LB 898, The Nebraska Open Meetings Act, Board President informed the public that a copy of the Open Meetings Law is posted near the LMC check-out counter.

Administration Present: Mark Aten, Superintendent, Brian Fleischman, Principal

Guests Present: Aaron McCoy and Seth Ehlers

**Public Comments:** No Public Comments

Reports: No Reports

Communications: Thank you from OCF

Oath of Office: Board member Clayton Jeffries completed the Oath of Office

**Board of Education Election of Officers:** 2022 Board of Education was adjourned and the 2023 Board of Education was convened. Board elected the following officers: Board President, Joel Meier (6-0), Board Vice-President, Gordon Lassen (4-2), Board Secretary, Jared Walahoski (6-0), Board Treasurer, Heather Brennan (6-0).

#### **2023 Board Committees**

**Committee on American Civics:** 

Heather Brennan, Clayton Jeffries, and Jared Walahoski Gordon Lassen, Keith Rudeen, and Jared Walahoski

Interlocal: Clayton Jeffries and Joel Meier

Curriculum: Heather Brennan, Gordon Lassen, and Joel Meier Facilities and Property: Joel Meier, Keith Rudeen, and Jared Walahoski Negotiations: Gordon Lassen, Joel Meier, and Jared Walahoski

Other: None

**Transportation:** 

#### **Action Items:**

1. **Agenda**: Moved by Lassen, seconded by Brennan to approve the agenda of the January 9, 2023 regular monthly board meeting as presented. Discussion: Discussion was limited as there were no changes made to the agenda. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).

- 2. **Minutes:** Moved by Rudeen, seconded by Walahoski to approve the minutes of the December 12, 2022 regular board minutes and the December 12, 2022 Parental Involvement Hearing as presented. Discussion: Discussion was limited as there were no corrections made to the minutes. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 3. Claims: Moved by Lassen, seconded by Walahoski to pay the January General Fund bill roster in the amount \$58,892.75. Discussion: Superintendent provided additional information on several of the bills. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 4. Moved by Meier, seconded by Lassen to approve the Committee on American Civics which includes Heather Brennan, Clayton Jeffries, and Jared Walahoski. Discussion: The three volunteered to serve on the committee. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 5. Moved by Walahoski, seconded by Rudeen to authorize the superintendent to use facsimile signatures for the board president, board treasurer, and board secretary. Discussion: Very little discussion as this is for business purposes. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 6. Moved by Lassen, seconded by Walahoski to approve the enrollment option limits. Discussion: The board agreed the numbers should remain the same given the current and projected enrollment. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 7. Moved by Jeffries, seconded by Brennan to approve KSB Law Firm to provide the district with legal counsel. Discussion: The board agreed that KSB is providing the needed services which include handbooks and board policy service. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).
- 8. Moved by Brennan, seconded by Walahoski to adjourn the meeting at 9:02 p.m. Discussion: Limited discussion as the board agreed it was time to adjourn. Motion carried 6-0. Voting Yes (6): Brennan, Jeffries, Lassen, Meier, Rudeen, and Walahoski. Voting No: (0). Absent (0).

#### **Board Reports and Discussion Topics:**

#### 1. Board Reports:

- a. Transportation:
- b. Facilities and Grounds:
- c. Negotiations:
- d. American Civics: Approved three members for the 2023 school year
- e. Interlocal:

#### 2. Discussion Topics:

- a. February Board Meeting scheduled for Monday, February 13, 2023 beginning at 7:30 p.m. in the LMC.
- b. NASB Calendar of Events
- c. Board reviewed the following 5000 board policies:

i. 5001 Compulsory Attendance and Excessive Absenteeism

ii. 5002 Admission of Students

5002.1 Admission of Students Who Reside Out of the State of Nebraska

iii. 5003 Admission of Part Time Students

iv. 5004 Option Enrollment

٧.	5005	Transportation of Option Students
vi.	5006	Foreign Exchange Students
vii.	5007	Enrollment of Expelled Students
viii.	5008	Pregnant or Parenting Students
ix.	5009	Adult Education
x.	5010	Immunizations
xi.	5012	Testing and Assessment Program
xii.	5011	Physical Examination and Visual Evaluation of Students

## **Administrative Reports:**

- Principal's Report:

  a. Calendar Update

  b. Enrollment Update

  c. Class Schedule Options

- **Superintendent's Report:**Enrollment Option Report 1.
- Option Enrollment -2.

Out:

a.

In

a.

### Change of Status a.

- 3.
- 4.
- Financial and Budget Update Banking Update State Lighting and Sound Project Staffing Update 5.
- 6.

	Overton Public School	District	
	Bill Roster		
	Month:		February
	Status:		Official
2/13/2023	Total:		\$ 46,509.8
	Totali		40,507.8
Vendor	Total A	mount	New Code Description
Airgas	\$	872.76	Reg. Instruct. Ind. Tech. Supplies
Amazon Business	\$	98.68	
Amazon Business	\$	111.50	
Amazon Business	\$	7.70	Reg. Instruct Custodial Supplies
Amazon Business	\$	179.99	Reg. Instruct Social Science Supplies
ATC Communications	S	159.10	Fiscal Services - Phone Service
Banners.com	\$	562.45	
Bill's Auto Parts	S	675.00	Care & Upkeep of Grounds - Snow Removal
Black Hills Energy	S	3,967.67	
C&S Truck & Salvage	S		
		1,005.79	Vehicle Servicing and Maintenance - Bus Repairs/Inspections
CenturyLink	\$	60.49	Operation of Buildings Communications - Long Distance Phone
Country Partners Cooperative	\$	2,050.59	Transportation Costs - Fuel
Dan's Sanitation	\$	316.25	Operation of Buildings Cleaning Services - Trash Removal
DAS State ACCTG - Central Finance	S	238.13	Reg. Instruct. Network Services
Dawson Public Power District - Prek	\$	349.61	Operation of Preschool - Electricity
Dawson Public Power District - School	\$	3,979.54	Operation of Buildings Electricity
Dawson Public Power District - Trans.	\$	167.98	Vehicle Servicing and Maintenance - Reg Ed Bus Barn Energy
DELL Marketing L.P.	\$	1,143.60	Reg. Instruction - Office computer
Demco	\$	191.39	Regular Instruct LMC Supplies
Ecolab	\$	60.79	Operation of Buildings Pest Control
Epic Sports	\$	1,446.36	Reg. Instruct. P.E. Supplies
ESU 10	\$	355.00	Technology Services
ESU 10 - SPED Services	\$	862.64	SPED Speech Path. & Audiology Ages Birth-2
ESU 10 - SPED Services	\$	5,850.44	SPED Speech Path. & Audiology - Elementary
ESU 10 - SPED Services	\$	439.13	SPED Speech Path. & Audiology - Age 3-4
ESU 10 - SPED Services	S	426.13	SPED P.T. Services - Elementary
ESU 10 - SPED Services	\$	142.05	SPED Supervision - Birth - 2
ESU 10 - SPED Services	\$	142,06	SPED Supervision - Ages 3-4
ESU 10 - SPED Services	\$	426.13	SPED P.T. Services - Secondary
ESU 10 - SPED Services	\$	696.52	SPED O.T. Services - Elementary
ESU 10 - SPED Services	\$	696.52	SPED O.T. Services - Secondary
ESU 10 - SPED Services	\$	821.63	
ESU 10 - SPED Services	S		SPED O.T. Services - Ages 3-4
ESU 10 - SPED Services	S		SPED O.T. Services - Birth - 2
ESU 10 - SPED Services	s	106.53	
	S		*
ESU 10 - SPED Services		106.53	SPED P.T. Services - Birth - 2
ESU 10 - SPED Services	\$	821.63	SPED Supervision - Secondary
ESU 10 - SPED Services	\$	84.05	
ESU 10 - SPED Services	\$	284.05	i i
ESU 10 - SPED Services	\$	284.05	
ESU 10 - SPED Services	\$	71.01	SPED Psychological Services - Ages 3-4
ESU 10 - SPED Services	\$	71.01	SPED Psychological Services - Birth - 2
ESU 10 - SPED Services	\$	62.49	SPED Audiology - Secondary
Foster Lumber, LLC	\$	11.99	
Foster Lumber, LLC	\$	112.75	Reg. Instruction - Industrial Tech. Supplies
Hobby Lobby	\$	107.43	Reg. Instruct Art Supplies
JW Pepper	\$	229.99	Reg. Instruct. Instrumental Music Supplies
LessonPix	S	36.00	SPED - Supplies
Loup Valley Lighting, Inc	\$	164.70	Operation of Buildings Supplies - Lighting Supplies
Martin Welding & Machine Shop	S	43.38	Reg. Instruct - Indust. Tech. Metal
Menards	\$	85.82	Reg. Instruction - Transportation - Diesel Additive
Menards	S	175.26	Regular Instruction - Custodial Supplies
NASB	s	3,615.00	Board of Education Dues & Fees
NETA	s	189.00	Instructional Staff Training
Platte Valley Communications	\$	467.99	
Platte Valley Glass	s	82.50	
Plum Creek Market Place	\$	15,58	Reg. Instruction - Family Consumer Science Supplies
	s	3,516 86	

The Home Depot Pro	\$	501.07	Reg. Instruct - Custodial Supplies
The Library Store	\$	138.98	Library Media - LMC Books
TK Elevator Corporation	\$	371.26	Building Repairs and Maintenance Services - Elevator Maint.
Village of Overton	\$	2,900.52	Operation of Buildings - Family Center Energy 2022
Village of Overton	\$	330.00	Reg. Instruct Utility Services
Village of Overton - Prek 3	\$	50.00	Early Childhood Utility Services
Village Uniform	\$	493.13	Operation of Building - Uniform Cleaning
Yanda's Music and Pro Audio	\$	88.43	Reg. Instruction - Instrumental Music - Supplies
Clearing Account	S	2,038.94	Supplies

# Matters Pending Before the Board:

A motion by		and seconded	l by
	sider approving the co tional Therapy, Schoo		10 for Special Education Supervision d Audiology.
	the contract with Esherapy, School Psycl		al Education Supervision, Physical
Discussion:	nerapy, School I sych	nology, and Aut	nology.
Votes:	YES	NO	ABSENT
Brennan Jeffries Lassen Meier Rudeen Walahoski			
			Vote
A motion by		and seconded	l by
	sider approving contra		al.
Votes:	YES	NO	ABSENT
Brennan Jeffries Lassen Meier Rudeen Walahoski			
			Vote
A motion by		and seconded	l by

3. Action Item: Consider designating the depositories for all district funds.

Motion: To designate FirsTier Bank and Security First banks as the official depositories for all district funds.

<b>Discussion:</b>			
Votes:  Brennan  Jeffries  Lassen  Meier  Rudeen  Walahoski	YES	NO	ABSENT
			Vote
A motion by		and seconded	by
4. Action Item: To approve	ve the 7-12 SPED	teaching contrac	et.
Motion: To approve the	7-12 SPED teac	hing contract for	Miss Kati Harmon.
Votes:  Brennan  Jeffries  Lassen  Meier  Rudeen  Walahoski	YES	NO	ABSENT
A motion by		and seconded	by
5. Action Item: To approve the			r. Scott Stecklein.
Votes:  Brennan  Jeffries  Lassen  Meier  Rudeen  Walahoski	YES	NO	ABSENT
			Vote
A motion by		and seconded	by

**6. Action Item**: Consider adjourning the meeting.

Discussion:	e meeting at	<u>p.m.</u>		
Votes:	YES	NO	ABSENT	
Brennan	-	-		
Jeffries	-	-	? <del></del>	
Lassen Meier				
		-		
Rudeen		<del></del>	-	
Walahoski	_			
			Vote	



DATE:

January 18, 2023

TO:

Superintendents

FROM:

Jean Anderson, Special Education Director

SUBJECT: Special Education Contract and Cooperative Service Agreements A Special Education Contract for the 2023-24 school year is enclosed for you to sign and return. The signature does not need to be notarized; however, your board should officially authorize the services at your next board meeting. This contract includes Speech Therapy Services. If your district contracts for this service, it will be indicated on the enclosed Schedule A. Also, enclosed are the cooperative service agreements for Special Education Supervision, Deaf Education Services, Psychology Services, Audiology Services, Physical Therapy, Occupational Therapy, Vision Services, Mental Health and Vocational Services if you contract for these services. Please sign and date <u>all</u> of the cooperative service agreements, the contract and return them along with Schedule A to me <u>no later than March 1, 2023</u>. The ESU board will approve the contract, and a copy will be returned to you.

Schedule A (enclosed) is the service and FTE provided for the 2022-23 school year and the anticipated service for the 2023-24 school year. If for any reason your district intends to change the service or FTE for 2023-24, **please make note of the change on Schedule A**, sign and return it to me as part of the contract. The cost of service will be approximately 5% above the current year. A description of all services provided is available upon request.

Schedule B (enclosed) is a brief description of how each service is billed and the rationale for the different billing categories we use. Again, if you have any questions, please do not hesitate to contact me.

To recap, you need to return to ESU 10:

- 1. The Special Education Contract (1 contract, **sign back page**)
- 2. Schedule A (1 form, sign on front)
- 3. Cooperative Program Agreements (1 to 9 forms, sign on front)

Approval by both boards indicate agreement and cannot be changed for the 23-24 school year after they have been approved.

Please feel free to contact me if you have any questions. Enclosures

# EDUCATIONAL SERVICE UNIT 10 CONTRACT FOR SPECIAL EDUCATION SERVICES

**THIS AGREEMENT,** made and entered into this 29th day of January, 2023, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY,"** and **OVERTON PUBLIC SCHOOLS**, called "**DISTRICT.**"

#### WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2023-24, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

- 1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2022-23 and anticipated in 2023-24 unless district notifies servicing agency otherwise.
- 2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2023-24, commencing not earlier than August 1, 2023, and ending not later than August 20, 2024. The total dollar amount of this contract will be submitted to the district on or before July 1, 2023, or as soon as the budgets are set for the Servicing Agency, whichever is later.
- 3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
- 4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 16, 2023.
- 5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
- 6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
- 7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
- 8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
- 9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
- 10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

- 11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
- 12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
- 13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
- 14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2023 of the Service Agency's inability to provide any services under this contract.
- 15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1, 2023 (next preceding the starting date of the school year to be affected by any changes) as are described in this paragraph.
- 17. The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.
- 18. This contract may be renegotiated or amended by mutual agreement.

ACCE	PTED FOR OVERTON	PUBLIC SCHOOLS AS DISTRICT	
THIS _	DAY OF	2023	
BY	President or Secreta	ry of Board	
ACCE	PTED FOR <b>EDUCATIO</b>	NAL SERVICE UNIT 10 AS SERVICING AGEN	CY
THIS_	DAY OF	2023	
BY			
Sec	cretary of the Board of	Education, ESU 10	

#### Schedule B

Special Education Services are billed in 3 different ways. They are explained below including the rationale for the way the different services are billed.

#### FTE

Speech Language Pathology (SLP) is billed by FTE. The FTE amount is calculated by taking the total budget for the SLP program and dividing it by the amount of SLP FTE employed by the service unit for that fiscal year. Districts are billed based on the percentage of FTE they contract for.

Rationale for billing it this way: Historically, districts have requested a specific number of days of SLP time according to their districts' needs and duties of their SLP. Billing by FTE guarantees that they are able to secure the time they desire. SLPs spend more consistent time in a district than other disciplines.

#### **ADM**

Audiology, Physical Therapy, Occupational Therapy, School Psychology, and Supervision are billed as cooperative programs. This means that the programs are joined by school districts and the cost of the program is billed to the school district based on their Average Daily Membership (ADM) as submitted annually to NDE.

Rationale for billing this way: The needs in these programs ebb and flow as often as week by week so billing them in this manner means that districts can have their needs met as they come up without budget adjustments week by week. It allows for flexibility for districts and ESU staff to respond more immediately to whatever needs arise. Logically, a district with more students is going to have more needs so they have more time in the staff member's schedule. Because districts pay based on ADM, larger districts will have higher charges and smaller districts will have lower charges.

#### Per Student

Deaf Education (DHH) and Vision Education (VI) are billed on a per student cost according to the caseload of the provider. The budget or costs for the month are divided by the number of students on a service provider's caseload and that gives us the per student cost. The per student cost is multiplied by the number of students on the caseload in that specific district and then billed to the district.

Rationale for billing this way: Students who are DHH or VI are a very low incidence disability so there is not a need to bill by FTE and it is inequitable to bill by ADM. The low incidence of these disabilities and the size of ESU 10 districts make it unlikely that statistically it would fit the ADM pattern so we bill these programs on a per student basis to the districts who need the service.

### Schedule A

# EDUCATIONAL SERVICE UNIT 10 BUDGET FORM 2023-2024 Agency Code--950010

**District Name: Overton Public Schools** 

Contracted Reimbursable School Age Services	NDE	2022-23 Percent	2023-24 Percent
	Service Code	Per District	Per District
Speech Teacher School Age - Secondary	4001	-	2/
Speech Teacher School Age - Elementary		0.8100	0.7975
SpEd Supervision School Age - Secondary	0001	0.0210	0.0240
SpEd Supervision School Age - Elementary		0.0210	0.0240
D/E Audiology School Age - Secondary	1003	0.0050	0.0050
D/E Audiology School Age - Elementary		0.0050	0.0050
Deaf Education Services School Age - Secondary	2014	Ψ	*
Deaf Education Services School Age - Elementary		끨	2
D/E Psychology School Age - Secondary	1002	0.0210	0.0200
D/E Psychology School Age - Elementary		0.0210	0.0200
Occupational Therapy School Age - Secondary	4006	0.0230	0.0250
Occupational Therapy School Age - Elementary		0.0230	0.0250
Physical Therapy School Age - Secondary	4005	0.0225	0.0241
Physical Therapy School Age - Elementary		0.0225	0.0241
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		÷	2
Vocational	4012	0.0320	0.0320
Licensed Mental Health Provider Service - Secondary			=
Licensed Mental Health Provider Service- Elementary	1	=	-

Contracted Nonreimbursable Preschool Services		<b>2022-23 Percent</b>	2023-24 Percent
		Per District	Per District
Speech Teacher Ages 3 - 4	4001	0.1300	0.0575
Speech Teacher Birth - 2		0.0600	0.1450
SpEd Supervision Ages 3 - 4	0001	0.0220	0.0200
SpEd Supervision Birth - 2		0.0220	0.0200
D/E Audiology Ages 3 - 4	1003	0.0010	0.0010
D/E Audiology Birth - 2		0.0010	0.0010
Deaf Education Services Ages 3 - 4	2014	=	2
Deaf Education Services Birth - 2		₹	<u>\$</u>
D/E Psychology Ages 3 - 4	1002	0.0050	0.0050
D/E Psychology Birth - 2		0.0050	0.0050
Occupational Therapy Ages 3 - 4	4006	0.0057	0.0062
Occupational Therapy Birth - 2		0.0057	0.0062
Physical Therapy Ages 3 - 4	4005	0.0056	0.0060
Physical Therapy Birth - 2		0.0056	0.0060
Vision Services Ages 3 - 4	2008	18:	*
Vision Services Birth - 2		×	-

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

Cooperative	Program Name:	ESU 10 Audiology Cooperative		
Part V:				
NAME OF			School Distri	ict or ESU
ADMINISTR	ATIVE AGENCY:	Educational Service Unit 10	ESU Number	950010
Address:	P.O. Box 850			
	Kearney, NE 68848			
Phone:	308-23 <b>7-</b> 5927			
Name / Title	of Administrative Agency Repre	esentative: Dr. Melissa Wheelock, Administrator		
Name / Title	of Contact Person: Jean Ander	rson, Special Education Director		
Address:	Same			
Phone: Signature:	Same Administrative Agency	Date:	01/ 18	/2023
Part VI:				
Cooperative			School Distri	ict or ESU
Program Pai	rticipant:	Overton Public Schools	Number:	24-0004
Address:		401 7t St., PO Box 310 Overton, NE 68863-0310		
Phone:		308-987-2424		

Mark Aten, Superintendent

Date:

Name / Title of Cooperative Program Participant Representative:

Cooperative Program Participant Representative

Same

Name / Title of Contact Person:

Same

Same

Address:

Phone:

Signature:

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

**ESU 10 School Psychology Cooperative** 

**Cooperative Program Name:** 

Part V:				
NAME OF				School District or ESI
ADMINIST	RATIVE AGENCY:	Educational Service Unit 10		ESU Number 95001
Address:	P.O. Box 850 Kearney, NE 68848			
Phone:	308-237-5927			
Name / Titl	e of Administrative Agency	Representative: Dr. Melissa Whee	lock, Administrator	
Name / Titl	e of Contact Person: Jean	Anderson, Special Education Directo	or	
Address:	Same			
Phone:	Same	) , , , , , , ,		
Signature:	Molis	SE Wallson	Date	01 / 18 /2023
J.B.I.d.C.	Administrative Agency	and and and		01/ 10/1010
Part VI:				
Cooperativ				School District or ESU
Program Pa	articipant:	Overton Public Schools		Number: 24-0004
Address:		401 7t St., PO Box 310		
		Overton, NE 68863-0310		
Phone:		308-987-2424		
Name / Titl	e of Cooperative Program P	Participant Representative:	Mark Aten, Superinte	endent
Name / Titl	e of Contact Person:	Same		
Address:	Same			
Phone:	Same			
Signature:			Date	

Cooperative Program Participant Representative

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

Cooperativ	e Program Name:	230 10 Occupational Therapy Cooperative		
Part V:				
NAME OF			School Distr	ict or ESI
ADMINISTI	RATIVE AGENCY:	Educational Service Unit 10	ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848			
Phone:	308-237-5927			
		epresentative: Dr. Melissa Wheelock, Administrator derson, Special Education Director		
Address:	Same			
Phone: Signature:	Same Administrative Agency	& Melto	Date: 01 / 18	/2023

Cooperative	2		School Distr	rict or ESU
Program Pa	rticipant:	Overton Public Schools	Number:	24-0004
Address:		401 7t St., PO Box 310 Overton, NE 68863-0310		
Phone:		308-987-2424		
Name / Title	e of Cooperative Program	Participant Representative:	Mark Aten, Superintendent	
Name / Title	e of Contact Person:	Same		
Address:	Same			
Phone:	Same			
Signature:			Date:	
	Cooperative Program P	articipant Representative		

Part VI:

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

Cooperative Program Name: ESU 10 Physical Therapy Cooperative			
Part V:			
NAME OF			School District or ESU
ADMINIST	RATIVE AGENCY:	Educational Service Unit 10	ESU Number 950010
Address:	P.O. Box 850		
	Kearney, NE 68848		
Phone:	308-237-5927		
Name / Tit	tle of Administrative Agency	Representative: Dr. Melissa Wheelock, Administra	ator
Name / Tit	tle of Contact Person: Jean	Anderson, Special Education Director	
Address:	Same		
Phone: Signature:		issalifuloch	Date: 01 / 18 /2023
Part VI:	Administrative Agency V		
Cooperativ	ve		School District or ESU
Program P		Overton Public Schools	Number: 24-0004
Address:		401 7t St., PO Box 310	
		Overton, NE 68863-0310	
Phone:		308-987-2424	

Mark Aten, Superintendent

Date:

Name / Title of Cooperative Program Participant Representative:

Cooperative Program Participant Representative

Same

Name / Title of Contact Person:

Same

Same

Address:

Phone:

Signature:

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

Part V:	e Program Name:	ESO 10 Vocational Cooperative		
NAME OF			School Dist	rict or ESU
ADMINIST	RATIVE AGENCY:	Educational Service Unit 10	ESU Number	r 950010
Address:	P.O. Box 850 Kearney, NE 68848			
Phone:	308-237-5927			
Name / Titl	e of Administrative Agency F	Representative: Dr. Melissa Wheelock, Administra	ator	
Name / Titl	e of Contact Person: Jean A	anderson, Special Education Director		
Address:	Same			
Phone: Signature:	Same Administrative Agency	sa Whelpo	Date: 01 / 18	/2023

Part VI:			
Cooperativ	е		School District or ESU
Program Pa	articipant:	Overton Public Schools	Number: 24-0004
Address:		401 7t St., PO Box 310	
		Overton, NE 68863-0310	
Phone:		308-987-2424	
Name / Titl	e of Cooperative Program	Participant Representative:	Mark Aten, Superintendent
Name / Titl	e of Contact Person:	Same	
Address:	Same		
Phone:	Same		
Signature:			Date:
	Cooperative Program Pa	articipant Representative	

Date:

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

Cooperative Program Name: Part V:		ESU 10 Special Education Preschool Supervi	sion Cooperative
NAME OF			School District or ESU
ADMINISTR <i>A</i>	ATIVE AGENCY:	Educational Service Unit 10	ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title	of Administrative Agend	cy Representative: Dr. Melissa Wheelock, Administrate	or
Name / Title	of Contact Person: Jea	an Anderson, Special Education Director	
Address:	Same		
Phone: Signature:	Same Administrative Agency	ssplilited	Date: 01 / 18 /2023
Part VI:			
Cooperative			School District or ESU
Program Part	ticipant:	Overton Public Schools	Number: 24-0004
Address:		401 7t St., PO Box 310 Overton, NE 68863-0310	
Phone:		308-987-2424	
Name / Title	of Cooperative Program	n Participant Representative: Mark Aten, Su	perintendent

Same

Cooperative Program Participant Representative

Name / Title of Contact Person:

Same

Same

Address:

Phone:

Signature:

School District or ESU

# NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION COOPERATIVE PROGRAM AGREEMENT SCHOOL YEAR 2023-2024

**ESU 10 Supervision Cooperative** 

**Cooperative Program Name:** 

Part V: NAME OF

ADMINISTE	RATIVE AGENCY:	Educational Service Unit	10	ESU Number 95	0010
Address:	P.O. Box 850 Kearney, NE 68848				
Phone:	308-237-5927				
Name / Titl	e of Administrative Agency	Representative: Dr. Melissa Wh	eelock, Administrator		
Name / Title	e of Contact Person: Jean	Anderson, Special Education Dire	ector		
Address:	Same				
Phone:	Same	1,10			
Signature:	MILLA	55a Wheel	Date:	01 / 18 /202	23
	Administrative Agency				
Part VI:					
Cooperative	9			School District or	r ESU
Program Pa	rticipant:	Overton Public Schools		Number: 24-0	0004
Address:		401 7t St., PO Box 310			
Phone:		Overton, NE 68863-0310 308-987-2424	J		
Name / Title	e of Cooperative Program P	articipant Representative:	Mark Aten, Superinte	ndent	
Name / Title	e of Contact Person:	Same			
Address:	Same				
Phone:	Same				
Signature:			Date:		
	Cooperative Program Par	ticipant Representative			

# 5012 Testing and Assessment Program

## I. Basic Testing and Assessment Program

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

# II. Accountability Reporting

At the board of education's regular July meeting, or as soon after as a report can be completed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, goal setting, and intervention as needed.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance are provided for those grades.

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE.

Revised on:	Adopted on:	 	 	
	Revised on:			
Reviewed on:	Reviewed on: _			

### 5014 Homeless Students

- 1. **General Policy.** The District will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the District.
- 2. **Homeless Liaison.** The District's homeless liaison is Superintendent. Students in homeless situations who require assistance should contact the liaison at 308-987-2424 (phone number) or in person at 401 7th Street (address). The liaison's responsibilities include:
  - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
  - b. Receiving training regarding state and federal law governing homeless children and youth;
  - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
  - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
  - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
  - f. Carrying out other aspects of this policy.

### 3. Definitions

- a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:
  - i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a

- similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- b. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.
- c. "Child" and "youth" refers to persons who, if they were children of residents of the District, would be entitled to a free education.
- d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or quardian.
- e. "School of origin" means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.
- 4. School Stability and Enrollment. Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child's best interest unless it is contrary to a request of the child's parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.
- 5. Strategies to Address Enrollment Delays. In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship

documents. The school district shall immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

- **6. Transportation.** Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:
  - a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
  - b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.
- **7. Records.** The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.
- **8. Dispute Process.** If a dispute arises over school selection or enrollment in a school:
  - a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;
  - b. The child, youth, parent, or guardian shall be referred to the Page 3 of 4

district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;

- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

### 9. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education**. If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

Adopted on: _	
Reviewed on:	
Revised on:	

# 5015 Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

### 1. Surveys

- a. Surveys Created by a Third Party
  - i. This section applies to every survey:
    - (1) that is created by a person or entity other than a district staff member or student;
    - (2) regardless of whether the student answering the questions can be identified; and
    - (3) regardless of the subject matter of the questions
  - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
  - i. Sensitive information shall include:
    - (1) Political affiliations or beliefs of the student or the student's parent(s);
    - (2) Mental or psychological problems of the student or the student's family;
    - (3) Sexual behavior or attitudes;
    - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
    - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
    - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
    - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
    - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
  - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

- iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
- v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
  - School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
  - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
  - iii. The principal shall respond to survey inspection requests without delay.

# 2. Invasive Physical Examinations

- a. The term "invasive physical examination" means:
  - i. any medical examination that involves the exposure of private body parts; or
  - ii. any act during such examination that includes incision, insertion, or injection into the body; and
  - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
  - i. required as a condition of attendance;
  - ii. administered by the school and scheduled by the school in advance; and
  - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:

- i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.)
- iii. is otherwise authorized by Board policy.

### 3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
  - i. student's and parent(s)' first and last name;
  - ii. home or other physical address;
  - iii. telephone number; and/or
  - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
  - post-secondary education recruitment;
  - ii. military recruitment;
  - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
  - iv. student recognition programs.

# 4. Inspection of Instructional Material

- a. Definition
  - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
  - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.

d. Building principals shall respond to inspection requests within a reasonable amount of time.

### **5.** Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
  - i. this policy and its availability upon request from the office of the district;
  - ii. how to opt their child out of participation in activities as provided for in this policy;
  - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
  - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on:	
Revised on:	
Reviewed on: _	

### 5016 Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is Powerschool.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and

use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights

under this policy and the Family	Educational Rights and Privacy Act.
Adopted on:Revised on:Reviewed on:	

# 5017 Routine Directory Information

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

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

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

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Adopted on: $\_$	 	,		
Revised on:				_
Reviewed on:				

## 5018 Parent and Guardian Involvement In Education Practices

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

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

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

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

c. National Assessment of Educational Progress

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

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

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

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

Adopted on:	
Revised on:	_
Reviewed on:	

# 5019 Communicating with Parents

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

Adopted on:	
Revised on:	_
Reviewed on:	

### 5020 Rights of Custodial and Non-Custodial Parents

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

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

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

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

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

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

Adopted on:	
Revised on:	
Reviewed on:	

#### 5022

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

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

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

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

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

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

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

### **School Related Criminal Activity**

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

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

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

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

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

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

### **Non-School Related Criminal Activity**

Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

### Taking a Student into Custody

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

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

### **Child Abuse and Neglect**

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

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

#### **Student Records**

Student records will be share by state and federal law.	d with law enforcemen	t officers only as allowed
Adopted on: Revised on: Reviewed on:		

#### 5023 Student Illness

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

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

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

Adopted on: _	
Revised on:	 
Reviewed on:	

## 5024 Medication of Students

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

### 1. **Prescription medication**

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

### 2. Non-prescription medication

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

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

the student's physician.	physician	regarding	any	medication	prescribed	by	such
Adopted on: Revised on:				_			
Reviewed on:							

school hours. The district may request parental authorization to consult with

### Parent Teacher Conference Attendance

Total 5-12

Spring 2023

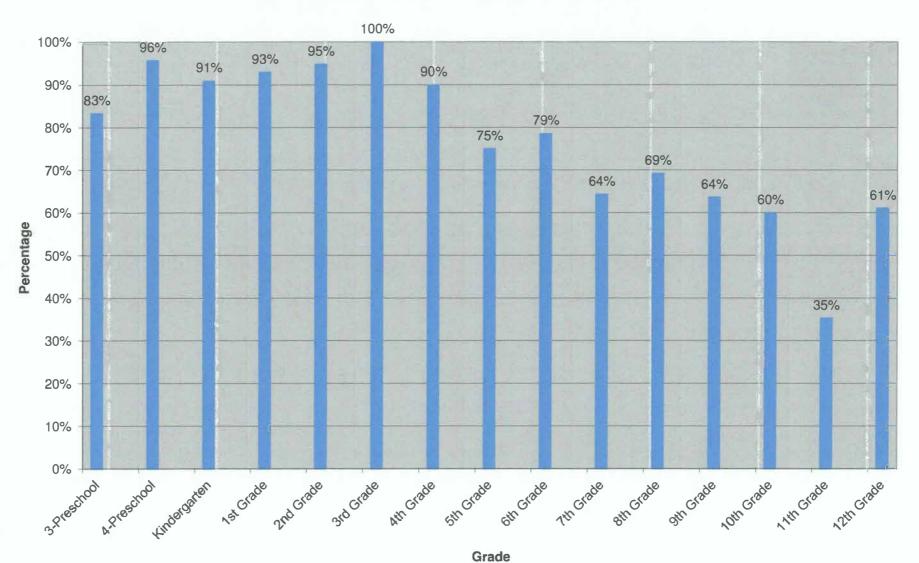
Thursday February 9th, 12:30-6:30 PM

5-12 Attendance

5-12 Percent

Total	Enrollment 147	93	Attendance 63%
3-Preschool	Enrollment 12	Attendance 10	Percent Attendance 83%
4-Preschool	23	22	96%
Kindergarten	22	20	91%
1st Grade	14	13	93%
2nd Grade	19	18	95%
3rd Grade	16	16	100%
4th Grade	20	18	90%
5th Grade	20	15	75%
6th Grade	14	11	79%
7th Grade	28	18	64%
8th Grade	13	9	69%
9th Grade	22	14	64%
10th Grade	15	9	60%
11th Grade	17	6	35%
12th Grade	18	11	61%
Overall Total Attendance	273	210	77%

### **Percent Attendance for P/T Conferences Spring 2023**



Payroll Bill Roster Adjustments Total Expenditures YTD Total Total Receipts	\$ \$ \$ \$ \$	% Change Total	\$ \$ \$ \$ \$	0.803% September 299,480.91 18,881.39 318,362.30 318,362.30	\$ \$ \$ \$ \$	3.248% October 304,223.98 77,626.99 381,850.97 700,213.27	* * * * * * *	3.912% November 303,581.92 55,307.36 - 358,889.28 1,059,102.55	\$ \$ \$ \$ \$ \$ \$	3.296% December 296,403.56 49,234.85  345,638.41 1,404,740.96	***	4.546% January 294,668.45 58,892.75  353,561.20 1,758,302.16	* * * * * *	3.696% February 298,951.42 46,509.81 - 345,461.23 2,103,763.39
Comparison Payroll Bill Roster Monthly Difference Difference YTD Total Receipts			\$ \$ \$	9,859.75 (7,322.97) 2,536.78 2,536.78	\$ \$ \$	10,036.73 9,453.79 19,490.52 22,027.30	\$ \$ \$	9,473.08 8,373.04 17,846.12 39,873.42	\$	6,459.27 (1,510.01) 4,949.26 44,822.68		13,787.98 17,838.81 31,626.79 76,449.47	-	8,842.92 (10,312.62) (1,469.70) 74,979.77
Payroll Bill Roster Adjustments Total Expenditures YTD Total Total Receipts	\$ \$ \$ \$ \$	% Change Total	\$ \$ \$ \$ \$	0.000% September 289,621.16 26,204.36 - 315,825.52 315,825.52	\$ \$ \$ \$ \$	0.000% October 294,187.25 68,173.20 362,360.45 678,185.97	\$ \$ \$ \$ \$ \$	0.000% November 294,108.84 46,934.32 	\$ \$ \$ \$ \$	0.000% December 289,944.29 50,744.86  340,689.15 1,359,918.28	***	0.000% January 280,880.47 41,053.94 - 321,934.41 1,681,852.69	***	0.000% February 290,108.50 56,822.43 - 346,930.93 2,028,783.62

					O	erton Public School			
					Вс	ard Financial Report	t		
Month		February			_	ficial			
Year		2023							
Account		2020-2021		2021-2022		2022-2023	\$ Change		% Change
MMA - Reserve	\$	3,221,921.92	\$	3,542,763.24	\$	3,580,685.44	\$	37,922.20	1.07%
Depreciation Fund	\$	613,215.59	\$	483,276.49	\$	489,617.97	\$	6,341.48	1.31%
Bond Fund	\$	-	\$	-	\$	-	\$	-	0.00%
Special Building Fund	\$	230,176.74	\$	230,917.94	\$	233,962.13	\$	3,044.19	1.32%
Food Nutritional Fund	\$	56,449.24	\$	76,560.38	\$	60,587.75	\$	(15,972.63)	-20.86%
Activities Fund	\$_	339,305.61	\$_	299,051.33	\$	338,237.26	\$	39,185.93	13.10%
			\$	40.00					
Totals	\$	4,461,069.10	\$	4,632,609.38	\$	4,703,090.55	\$	70,481.17	1.52%
Total Reserve	\$	3,835,137.51	\$	4,026,039.73	\$	4,070,303.41	\$	44,263.68	1.10%

				Ov	erton Public So	hoo			= = =
				Financial Information					
				Fu	nd Securities				
Accounts	Funds Available	<u> </u>	DIC Coverage		Securities		Coverage		Date
Non-Interest Bearing	\$ 793,431	.00 \$	250,000.00	\$	543,431.00	\$	793,431.00		1-Feb-23
Interest Bearing	\$ 4,326,426	.27 \$	250,000.00	\$	4,076,426.27	\$_	4,326,426.27		
Total Funds	\$ 5,119,857	.27 \$	500,000.00	\$	4,619,857.27	\$	5,119,857.27		
Total Funds Available	\$ 5,119,857	.27							
Securities/Insurance	\$ 5,119,857	.27							
Collateralization	\$	-							
	Interest Bearin	g						Non-	Interest Bearing
Account Name	Account Number	r	Funds	A	ccount Name	A	count Number		Funds
Depreciation Fund	600443255	\$	55,761.47	Во	nd Fund		600443204	\$	-
Clearing Account	600012733	\$	14,553.20	Во	oster Checking		600024880	\$	11,033.13
Reserve Fund	600443700	\$	3,286,603.36	Ac	tivity Fund		600025836	\$	341,296.57
Building Fund	600731064	\$	125,037.29	Lui	nch Fund		600026360	\$	60,591.30
Booster Club	600006539	\$	2,546.94	Ge	neral Fund		600029580	\$	380,000.00
Depreciation Fund #5	126887	\$	155,603.77	Sit	e & Building		600029602	\$	510.00
Depreciation Fund #3	126888	\$	278,252.73						
Depreciation Fund #4	126889	\$	-			\$	3,975,238.64	Genera	al Fund
Building Fund	126886	\$	108,924.84			\$	489,617.97	Depre	ciation
Booster Club	600006498	\$	5,060.59			\$	233,962.13	S & B	
OHS C.D.	600006873	\$	294,082.08			\$	341,296.57	Activity	1
						\$	60,591.30	Food N	lutritional

				Over	ton Public School		
				Boar	d Financial Report		
		01110000					
Updated:		2/1/2023					
	-						
		2021-2022				2022-2023	
Date		1-Feb-22			Difference	Date	2/1/2023
Depreciation	\$	483,276.49		\$	6,341.48	Depreciation	\$ 489,617.
MMA/CD	\$	3,542,763.24		\$	37,922.20	MMA/CD	\$ 3,580,685.
Checking	\$	380,000.00		\$	-	Checking	\$ 380,000.
Total	\$	4,406,039.73	*	\$	44,263.68	Total	\$ 4,450,303.
						Current Date	2/1/2023
						MMA	\$ 3,286,603.
						OHS C.D.	\$ 294,082.
						Total	\$ 3,580,685.
				Spec	cial Building	Current Date	2/1/2023
			600731064	\$	125,037.29	Depreciation	\$ 55,761.
			126886	\$	108,924.84	Depreciation	\$ 155,603.
			Total	\$	233,962.13	Depreciation	\$ 278,252.
						Depreciation	\$ -
						Total	\$ 489,617.

#### 2/1/2023

Overton Public School Certificate of Deposits Security First Bank & FirsTier Bank

Fund Summary	Amount
Depreciation Fund	\$ 433,856.50
District MMA	\$ 294,082.08
Site & Building	\$ 108,924.84
Total	\$ 836,863.42

Certificate Number	<u>Fund</u>	Account Name	Time	Interest Rate	Last Maturity	Maturity Date	Cı	rrent Amount
126886	Site & Building	Building Fund 1	12 Months	3.0700%	10/19/2021	10/19/2023	\$	108,924.84
126887	Depreciation	Deprecation #5	12 Months	3.0700%	10/19/2021	10/19/2023	\$	155,603.77
126888	Depreciation	Deprecation #3	12 Months	3.0700%	10/19/2021	10/19/2023	\$	278,252.73
126889	Depreciation	Deprecation #4	12 Months	0.4500%	10/19/2020	10/19/2023	\$	
600006873	District MMA	OHS CD	12 MONTHS	4.0000%	2/14/2021	2/14/2023	\$	294,082.08
Total							\$	836,863.42

### Clearing Jan-22 Official

### **Expenditures**

CHECK #	Amo	ount	Description
7224	\$	114.40	Gas
7225	\$	50.00	Honor Choir Fees
7226	\$	441.30	Fuel/ Gas
7227	\$	164.19	Supplies
7228	\$	127.95	Gas
7229	\$	30.47	Supplies
7230	\$	70.00	Gas
7231	\$	688.07	Fuel/Gas
7232	\$	88.86	Salt
7233	\$	29.54	Supplies
7234	\$	185.41	Gas
7235	\$	48.75	Supplies
	7224 7225 7226 7227 7228 7229 7230 7231 7232 7233 7234	CHECK #       Ame         7224       \$         7225       \$         7226       \$         7227       \$         7228       \$         7229       \$         7230       \$         7231       \$         7232       \$         7233       \$         7234       \$         7235       \$	7224 \$ 114.40 7225 \$ 50.00 7226 \$ 441.30 7227 \$ 164.19 7228 \$ 127.95 7229 \$ 30.47 7230 \$ 70.00 7231 \$ 688.07 7232 \$ 88.86 7233 \$ 29.54 7234 \$ 185.41

TOTAL \$ 2,038.94

	9/1/2009	В	C	D	E	F	G	H	
739									
740				Food Program 20	022-2023				
741	Date	Lunch Meals	Breakfast Meals	Summer Food	Disbursements	Receipts	Profit/Loss	Days Served	Balance
742		2957	965	0	\$ 11,680.93	\$ 10,218.80	\$ (1,462.13)	16	\$ 77,260.75
743 S	ept.	3865	1608	0	\$ 25,224.43	\$ 18,408.00	\$ (6,816.43)	19	\$ 70,444.32
744 0	ct.	3896	1442	0	\$ 22,968.66	\$ 20,841.47	\$ (2,127.19)	19	\$ 68,317.13
745 N	ov.	3113	1312	0	\$ 23,039.21	\$ 20,632.27	\$ (2,406.94)	16	\$ 65,910.19
746 D	ec.	3170	1107	0	\$ 22,167.66	\$ 18,246.19	\$ (3,921.47)	15	\$ 61,988.72
747 Ja	an.	3532	1165	0	\$ 18,783.48	\$ 17,382.51	\$ (1,400.97)	16	\$ 60,587.75
748 Fe	eb.	0	0	0	\$ -	\$ -	\$ -	0	\$ -
749 M	larch	0	0	0	\$ -	\$ -	\$ -	0	\$ -
750 A	pril	0	0	0	\$ -	\$ -	\$ -	0	\$ -
751 M	lay	0	0	0	\$ -	\$ -	\$ -	0	\$ -
752 Ju	ıne	0	0	0	\$ -	\$ -	\$ -	0	\$ -
753 Ju	uly	0	0	0	\$ -	\$ -	\$ -	0	\$ -
754 A	ug-20	0	0		\$ -	\$ -	\$ -	0	\$ -
755 Fi	iscal Year	0	0		\$ 123,864.37	\$ 105,729.24	\$ (18,135.13)		\$ -
756 S	chool Year				\$ 112,183.44	\$ 105,729.24	\$ (18,135.13)		
757 To	otals	20533	7599	0				101.00	
758 A	II Meals	28132							

### Hot Lunch

Official January

## **Expenditures**

Vendor	CHE	CK #	An	nount	Description
Bimbo Bakery		5079	\$	236.50	HL
Cash-Wa Distributing		5080	\$	1,864.32	Ala C, Bk, FS, HLC, HL
Plum Creek Market Place		5081	\$	281.47	Lift, BK, HL
US Foods		5082	\$	3,916.35	Ala C, Bk, FS, HL
Hilalnd Dairy		5083	\$	1,684.99	Ala C, BK, HL
Little Caesar's		5084	\$	175.00	HL
Chesterman Company		5085	\$	40.00	Milk Machine
Payroll	DD		\$	10,372.35	January Payroll
Little Caesar's		5086	\$	212.50	BK, HLC, Concessions

TOTAL \$ 18,783.48

			AC	TIVITY ACCO	UNT	Г 2022-2023		
Date	Dis	sbursements		Receipts		Profit/Loss	Er	nding Balance
Aug. 2022	\$	34,782.90	\$	109,242.48	\$	74,459.58	\$	328,167.64
Sept.	\$	23,737.59	\$	35,317.13	\$	11,579.54	\$	339,747.18
Oct.	\$	22,155.41	\$	30,859.10	\$	8,703.69	\$	348,450.87
Nov.	\$	40,701.07	\$	28,138.95	\$	(12,562.12)	\$	335,888.75
Dec.	\$	29,188.45	\$	27,285.93	\$	(1,902.52)	\$	333,986.23
Jan.	\$	21,983.08	\$	26,234.11	\$	4,251.03	\$	338,237.26
Feb.	\$	*	\$	Ę	\$	-	\$	;€
March	\$	300	\$		\$		\$	575
April	\$	·	\$	~	\$	(#)	\$	1941
May	\$	-	\$	12	\$	. 2	\$	84
June	\$	-	\$	R	\$	•	\$	-
July	\$	3-5	\$		\$	-	\$	55
Aug-23	\$	×:	\$	*	\$	-	\$	:( <del>+</del> :
Fiscal Year	\$	137,765.60	\$	147,835.22	\$	10,069.62		
School Year	\$	172,548.50	\$	257,077.70	\$	84,529.20		

### **Activity Checks**

December

	Am	ount	Ck#		Whom Paid	Account	Reason
	\$	150.44		17633	Framing Flamingos	Athletics	VB Photo
	\$	1,048.00			Harco Athletic Reconditioning	Athletics	FB Helmets
	\$	352.50		17635	Paula Osborne	General	CRRSA Contract & Consulting
gets	\$	600.00		17636	X-Grain	FB Club	FB Sweatshirts
	\$	140.00		17637	Jason Pierzina	Athletics	BB Official
	\$	140.00		17638	Jim Langin	Athletics	BB Official
	\$	140.00		17639	Tim O'Dey	Athletics	BB Official
	\$	75.00		17640	Ben Huls	Athletics	JV BB Official
	\$	75.00		17641	Eric Trettle	Athletics	JV BB Official
	\$	140.00		17642	David Squires	Athletics	BB Official
	\$	140.00		17643	Jayce Dueland	Athletics	BB Official
	\$	140.00		17644	Nolan Wetovic	Athletics	BB Official
e <sup>n/d</sup>	\$	75.00		17645	Dusty Clouse	Athletics	JV BB Official
	\$	75.00		17646	Shane Tilson	Athletics	JV BB Official
	\$	195.21		17647	Cash-Wa Distributing	Concessions	Concession Supplies
	\$	75.00		17648	Diva's at Kearney Floral	WR Club	Parents Night Flowers
	\$	9.00		17649	Lexi Reil-Lux	General	Refund Key Fob
	\$	133.84		17650	Angie Ehlers	FCCLA	Concession Supplies
	\$	211.24		17650	Angie Ehlers	FCA	Concession Supplies
				17651	Void	VB Club	Top 10 Team Camp Deposit
i#)	\$	17.95		17652	Todd Hoyt	Shop	Shop Supplies B Fleischman
	\$	140.00		17653	Aaron Long	Athletics	BB Official
	\$	140.00		17654	Brent Samuelson	Athletics	BB Official
	\$	140.00		17655	Jerry Johnson	Athletics	BB Official
	\$	140.00		17656	Keith Koupal	Athletics	BB Official
	\$	140.00		17657	Marshall Everitt	Athletics	BB Official
	\$	140.00		17658	Patrick O'Neill	Athletics	BB Official
	\$	75.00		17659	Brent Samuelson	Athletics	JV BB Official
	\$	75.00		17660	Jerry Johnson	Athletics	JV BB Official
	\$	1,096.59	AJE :	1-11	Concessions	FCCLA	Concession Supplies
	\$	542.50		17661	24 Hour Tees	Dance	Jr Dance Camp Shirts
	\$	47.46			Angie Ehlers	FCCLA	FCCLA STAR Project
	\$	48.00			Chesterman Company	Staff Lounge	Pop Machine
	\$	686.40			Chesterman Company	Concessions	Pop Machine
	\$	90.00			FCCLA District 10	FCCLA	FCCLA STAR Fee
	\$	30.71			Plum Creek Market Place	FFA	Ag Demo Supplies
	\$	34.45			Plum Creek Market Place	FCCLA	FCCLA Meeting Supplies
) ( <sup>1</sup> )	\$	190.00			Alisha Remmenga	EHA	EHA Elevate
	\$	50.00			Amherst Public School	Athletics	GWR Invite Entry Fee
	\$	240.00			Tomas Margritz	Athletics	WR Official
	\$	300.00			UNL Financial Aid Office	General	FKC Scholarship A Zimmerman
	\$	120.00			Amherst Public School	Athletics	WR Invite Entry Fee
	\$	118.21			Angie Ehlers	FCCLA	FCCLA Meeting Food
	\$	25.00			Battle Creek Public School	Athletics	GWR Invite Entry Fee
	\$	43.66			Jamie Roberts	FCCLA	FCCLA STAR Project
4	\$	38.52			Kris Walahoski	FCCLA	FCCLA STAR Project
	\$	190.00			Mandi Wallace	EHA	EHA Elevate
	\$	150.00			NE FCCLA	FCCLA	FCCLA STAR Trophies
	\$	20.00		17677	Ord Public School	Athletics	GWR Invite Entry Fee

\$ 100.00	17678	SEM School	Athletics	WR Invite Entry Fee
\$ 100.00	17679	Shelton Public Schools	Athletics	WR Invite Entry Fee
	17680	Void	Athletics	WR Invite Entry Fee
\$ 3,795.00	1000	TASC	General	125 Plan
\$ 50.00	17681	Platinum Awards & Gifts	Athletics	VB Engraving
\$ 300.00	17682	rSchool Today	Athletics	<b>Activities Engraver</b>
\$ 200.00	17683	Chaston Burgeson	Athletics	JH BB Official
\$ 200.00	17684	Doug Mitchell	Athletics	JH BB Official
\$ 200.00	17685	JJ Fedderson	Athletics	JH BB Official
\$ 200.00	17686	TJ Vacura	Athletics	JH BB Official
\$ 5,000.00	17687	Cash	Athletics	FKC BB Gate
\$ 75.00	17688	Aaron Long	Athletics	JV BB Official
\$ 75.00	17689	Brent Samuelson	Athletics	JV BB Official
\$ 140.00	17690	Marty Albrecht	Athletics	BB Official
\$ 140.00	17691	Matt Graves	Athletics	BB Official
\$ 140.00	17692	Randy Bienhoff	Athletics	BB Official
\$ 65.00	17693	Brent Samuelson	Athletics	JH BB Official
\$ 65.00	17694	Doug Mitchell	Athletics	JH BB Official
\$ 65.00	17695	Jerry Johnson	Athletics	JH BB Official
\$ 65.00	17696	JJ Fedderson	Athletics	JH BB Official
\$ 75.00	17697	Darren Maaske	Athletics	JV BB Official
\$ 75.00	17698	Gene Samuelson	Athletics	JV BB Official
\$ 140.00	16699	Ben Huls	Athletics	BB Official
\$ 140.00	17700	Chad Gillespie	Athletics	BB Official
\$ 140.00	17701	Eric Trettle	Athletics	BB Official
\$ 65.00	17702	Brent Samuelson	Athletics	JH BB Official
\$ 65.00	17703	Doug Mitchell	Athletics	JH BB Official
\$ 65.00	17704	Jerry Johnson	Athletics	JH BB Official
\$ 65.00	17705	JJ Fedderson	Athletics	JH BB Official
\$ 1,019.40	17706	Earl May Nursery	Greenhouse	<b>Greenhouse Supplies</b>
\$ 7.50	AJE 1-27	FFA	Athletics	Official Meals
\$ 166.50	17707	Little Caesars	FFA	FFA Concessions

\$ 21,983.08

ACTIVITY FINANCIAL					
REPORT					
Budgeted Expenditures	\$ 360,000.00				
Bal January 1, 2022	\$ 333,986.23				
Receipts:		\$	26,234.11		
Disbursements:				\$ 21,983.08	
					\$ 338,237.26
Athletic	\$ 106,725.88	\$	6,465.00	\$ 11,800.94	\$ 101,389.94
2022-2023 Seniors	\$ 1,111.48	\$		\$ -	\$ 1,111.48
2022-2023 Juniors	\$ 5,024.82	\$	_	\$ -	\$ 5,024.82
2022-2023 Sophomores	\$ 6,738.40	\$	-	\$ -	\$ 6,738.40
2022-2023 Freshmen	\$ 3,714.79	\$	-	\$ 	\$ 3,714.79
2022-2023 8th Grade	\$ 4,684.42	\$	-	\$ 	\$ 4,684.42
2022-2023 7th Grade	\$ 4,285.81	\$		\$ 	\$ 4,285.81
2022-2023 6th Grade	\$ _	\$	_	\$ -	\$ - ,,
Yearbook	\$ 3,795.00	\$	984.00	\$ -	\$ 4,779.00
BBB Club	\$ 1,809.52	\$	517.00	\$	\$ 2,326.52
Cheerleaders	\$ 1,092.04	\$	175.00	\$ _	\$ 1,267.04
Dance	\$ 677.57	\$	1,093.50	\$ 542.50	\$ 1,228.57
Concessions	\$ (1,857.77)	\$	2,049.17	\$ 881.61	\$ (690.21)
FB Club	\$ 3,562.85	\$	2,043.17	\$ 600.00	\$ 2,962.85
Pee Wee Football Club	\$ 305.52	\$		\$ 000.00	\$ 305.52
Pee Wee Wrestling	\$ 2,468.73	\$	945.00	\$	\$ 3,413.73
FFA	\$ 3,019.89	\$	1,098.00	\$ 197.21	\$ 3,920.68
FBLA	\$ 550.46	Φ	1,090.00	\$ 197.21	\$ 550.46
FCCLA	\$ 5,076.40	\$	4,900.50	\$ 1,752.73	\$ 8,224.17
GBB Club	\$ 1,042.14	\$	517.00	\$ 1,732.73	\$ 1,559.14
	\$ 	\$	517.00		\$
Honor Society Music	409.46		-	\$ -	409.46
	\$ (20.04)		-	\$ -	\$ (20.04)
School Play	\$ 1,118.95	\$	47.05	\$ 47.05	\$ 1,118.95
Shop	\$ 2,143.80	\$	17.95	\$ 17.95	\$ 2,143.80
Staff Lounge	\$ 5,171.20	\$	-	\$ 48.00	\$ 5,123.20
Student Council	\$ 954.99	\$	-	\$ -	\$ 954.99
VB CLUB	\$ 2,186.67	\$	45.00	\$ 75.00	\$ 2,186.67
WR Club	\$ 2,108.37	\$	45.00	\$ 75.00	\$ 2,078.37
TR Club	\$ 360.46	\$	138.00	\$ -	\$ 498.46
Cross Country	\$ 675.96	\$	-	\$ -	\$ 675.96
Green House	\$ 3,879.56	\$	1,350.00	\$ 1,019.40	\$ 4,210.16
Misc/Act. Deposits	\$ 7,000.00	\$	-	\$ -	\$ 7,000.00
General/125 Plan	\$ 68,369.98	\$	5,313.99	\$ 4,456.50	\$ 69,227.47
EHA	\$ 4,626.16	\$	-	\$ 380.00	\$ 4,246.16
Site	\$ 2,403.33	\$	-	\$ -	\$ 2,403.33
Coca Cola Scholarship	\$ 364.34	\$	-	\$ -	\$ 364.34
Activity Special Account	\$ 62,707.52	\$	-	\$ -	\$ 62,707.52
iPads	\$ 12,296.08	\$	50.00	\$ 10	\$ 12,346.08
Grant	\$ 445.58	\$	-	\$ -	\$ 445.58
FCA	\$ 2,000.06	\$	575.00	\$ 211.24	\$ 2,363.82
Circle of Friends Elementary	\$ 454.52	\$	-	\$ -	\$ 454.52
Circle of Friends Secondary	\$ 22.78	\$	-	\$ -	\$ 22.78
School Store	\$ 478.55	\$		\$ -	\$ 478.55
	1				
	\$ 333,986.23	\$	26,234.11	\$ 21,983.08	
					\$ 338,237.26

## **Hot Lunch Financial Report**

Hot Lunch Financial Report			
	Balance :		
	1/1/2023	\$	61,988.72
<u>Reiepts:</u>			
Student Payments/ALA Carte		\$	6,249.47
Adult		\$	231.50
Summer Food Program		\$	-
Parents		\$	*
Fed. Reimbursement	Dec	\$	10,414.91
State Reimbursement	Dec	\$	-
Loans to Program			
Other income/ Juice / HL/Conc		\$	486.63
Transfer from General			
Total receipts		\$	17,382.51
Balance & Receipts		\$	79,371.23
<u>Disbursements</u>			
Food		\$	7,668.47
Salaries	Jan	\$	7,822.95
Insurance	Jan	\$	2,549.40
Other Expenses		\$	155.75
Pre K, Ala Carte, Juice, Catering		\$	586.91
Loan Repayment			
Total Disbursements:		\$	18,783.48
	Balance		
	1/31/2023	\$	60,587.75
<b>Clearing Account Financial I</b>	Report		
<u> </u>	teport		
,	Balance:		
	1/1/2023	¢	6,539.74
Reciepts:	1/1/2023	Ą	0,333.74
District #4 Transfers	Dec	\$	9,587.54
Interest	Jan	\$	1.69
interest	Jan	Y	1.03
Total Receipts		\$	9,589.23
Balance & Receipts		\$	16,128.97
balance & Neceipts		J	10,120.57
Total Disbursements		\$	1,993.15
Total Disbui sellients		Ç	1,090.10
	Balance		
		ċ	1/1 125 02
	1/31/2023	Þ	14,135.82