

# 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*

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Phone: (308) 987-2424 • Fax: (308) 987-2349 • [www.overtoneagles.org](http://www.overtoneagles.org)

SPECIAL BOARD OF EDUCATION MEETING  
NOTICE OF MEETING  
BOARD OF EDUCATION  
OF OVERTON, NEBRASKA

NOTICE IS HEREBY GIVEN, that a meeting of the School Board of Overton Public School District 24-0004 will be held at 7:15 o'clock p.m. on Monday, July 8, 2024, at the Overton Public School LMC, 401 7<sup>th</sup> Street, in Overton, Nebraska, which meeting will be open to the public. The purpose of the meeting is: to provide a public hearing before the Board of Education in regards to Student Fees.

Jared Walahoski  
Secretary of the Board

Board of Education

Heather Brennan Clayton Jeffries Gordon Lassen Joel Meier Keith Rudeen Jared Walahoski

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SPECIAL BOARD MEETING: July 8, 2024  
BOARD OF EDUCATION  
OVERON PUBIC SCHOOL 24-0004  
OVERTON, NEBRASKA

## **BOARD OF EDUCATION AGENDA:**

- 7:15 p.m.      A.      Call to meeting to order and take roll, Board President
- B.      Compliance Statement
- C.      Matters Pending Before the Board
1.    Provide a public hearing before the Board of Education in  
   regards to Board Policy 5045 Student Fees
2.    Adjourn

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 **July 8, 2024** Student Fees Public Hearing of the Overton Public School Board of Education is called to order and is now in session. The purpose of this meeting is to provide a public hearing before the Board of Education in regards to Student Fees Board Policy 5045. Roll call.

	Present	Absent
Brennan	_____	_____
Jeffries	_____	_____
Lassen	_____	_____
Meier	_____	_____
Rudeen	_____	_____
Walahoski	_____	_____

**Excuse the absence of board member** \_\_\_\_\_

	Yes	No
Brennan	_____	_____
Jeffries	_____	_____
Lassen	_____	_____
Meier	_____	_____
Rudeen	_____	_____
Walahoski	_____	_____

**Vote** \_\_\_\_\_

**Compliance Statement:** To be in compliance with LB 898, the Nebraska Open Meetings Law, I would like to inform the public that a copy of the Open Meetings Law is posted near the LMC check-out counter. This meeting has been advertised in the **July 4, 2024** edition of The Beacon Observer, and also posted on the south doors of the school, Post Office, school's web site and the Security First Bank. There is packet provided for the public.

**Comment Section:** At this time, visitors may address the board. If it is regarding an agenda item, please state your name and refer to the agenda item. This is the only time you will be able to comment on the item. If it is regarding a topic not on the agenda, and not a personnel item, we will hear your comments but will not add the item to the action list, we may add it to the discussion list next month. If it is a personnel issue, you must follow steps outlined in Board Policy regarding personnel concerns. The total time allotted for the public comment will not exceed thirty minutes and each member of the public will be allotted not more than five minutes to address the Board. If a group wishes to speak, please designate one spokesperson for the group.

Guests Present: See Attached Document A.

**The following presented reports to the Board:**

1. \_\_\_\_\_ - Topic - \_\_\_\_\_

2. \_\_\_\_\_ - Topic - \_\_\_\_\_  
3. \_\_\_\_\_ - Topic - \_\_\_\_\_

**The following communications were read or presented to the Board:**

1. \_\_\_\_\_ - Topic - \_\_\_\_\_  
2. \_\_\_\_\_ - Topic - \_\_\_\_\_  
3. \_\_\_\_\_ - Topic - \_\_\_\_\_

**A motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to adjourn the  
meeting at \_\_\_\_\_ p.m.**

Votes:	YES Yes	NO No	ABSENT
Brennan	_____	_____	
Jeffries	_____	_____	
Lassen	_____	_____	
Meier	_____	_____	
Rudeen	_____	_____	
Walahoski	_____	_____	

Vote \_\_\_\_\_



## **5045 Student Fees**

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

### **A. Definitions.**

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

### **B. Listing of Fees Charged by this District.**

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

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

## **2. Safety Equipment and Attire.**

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

## **3. Personal or Consumable Items.**

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

## **4. Materials Required for Course Projects.**

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

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$0.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$0.00. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$0.00.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

## **6. Extracurricular Activities.**

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

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

- Student Activity Card: \$50.00
  - Covers admission to all extracurricular events
- Student Participation Fee: \$0
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$0
- DECA: \$0
- National Honor Society: \$0
- Cheerleading, Drill Team, Flag Corps: \$0
  - Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$0
- Football: \$ 0
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$0

- Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: \$0
  - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: \$0
  - Students must provide their own shoes and undergarments
- Future Farmers of America: \$0
  - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$0
  - Students must provide their own weapons and ammunition
- Science Club: \$0
- FCCLA: \$0
- Spanish Club: \$0

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who choose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$0 per course.

## **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$0.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record

fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$.05 per page for reproduction of student records.

#### **10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

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

The maximum dollar amount charged by the district for these services shall be \$1100.

#### **11. Participation in Summer School or Night School.**

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

The maximum dollar amount charged by the district for summer and night school shall be \$0.

#### **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-8
  - Regular Price      \$2.75
  - Reduced Price      \$.40
- Breakfast Program – Grades 9-12
  - Regular Price      \$2.75

- Reduced Price     \$.40
- Lunch Program – Grades K-8
  - Regular Price     \$4.00
  - Reduced Price     \$.40
- Lunch Program – Grades 9-12
  - Regular Price     \$4.25
  - Reduced Price     \$.40

### **13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$0
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$0
  - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$0

### **14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$0.

## **C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers

provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

**D. Distribution of Policy.**

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

**E. Voluntary Contributions to Defray Costs.**

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

**F. Fund-Raising Activities**

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

**G. Student Fee Fund.**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

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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, July 8, 2024 at the Overton Public School LMC, 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<sup>th</sup> Street, Overton, Nebraska.

Jared Walahoski  
Secretary of the Board

*Board of Education*  
Heather Brennan Clayton Jeffries Gordon Lassen Joel Meier Keith Rudeen Jared Walahoski



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 **July 8, 2024** regular monthly meeting of the Overton Public School Board of Education is called to order at 7:30 p.m. in the school LMC and is now in session. Roll call.

	Present	Absent
Brennan	_____	_____
Jeffries	_____	_____
Lassen	_____	_____
Meier	_____	_____
Rudeen	_____	_____
Walchoski	_____	_____

**Excuse the absence of board member** \_\_\_\_\_

	Yes	No
Brennan	_____	_____
Jeffries	_____	_____
Lassen	_____	_____
Meier	_____	_____
Rudeen	_____	_____
Walchoski	_____	_____

**Vote** \_\_\_\_\_

**Compliance Statement:** To be in compliance with LB 898, the Nebraska Open Meetings Law, I would like to inform the public that a copy of the Open Meetings Law is posted near the LMC check-out counter. This meeting has been published in the **July 4, 2024** edition of the The Beacon Observer, and also posted on the south doors of the school, Post Office, school's web site and the Security First Bank. There is packet provided for the public.

**Comment Section:** At this time, visitors may address the board. If it is regarding an agenda item, please state your name and refer to the agenda item. This is the only time you will be able to comment on the item. If it is regarding a topic not on the agenda, and not a personnel item, we will hear your comments but will not add the item to the action list, we may add it to the discussion list next month. If it is a personnel issue, you must follow steps outlined in Board Policy regarding personnel concerns. The total time allotted for the public comment will not exceed thirty minutes and each member of the public will be allotted not more than five minutes to address the Board. If a group wishes to speak, please designate one spokesperson for the group.

Guests Present: See Attached Document A.

**The following presented reports to the Board:**

1. \_\_\_\_\_ - Topic - \_\_\_\_\_
2. \_\_\_\_\_ - Topic - \_\_\_\_\_

3. \_\_\_\_\_ - Topic - \_\_\_\_\_

**The following communications were read or presented to the Board:**

1. \_\_\_\_\_ - Topic - \_\_\_\_\_

2. \_\_\_\_\_ - Topic - \_\_\_\_\_

3. \_\_\_\_\_ - Topic - \_\_\_\_\_

**A Motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_**

**to approve the agenda of the July 8, 2024 meeting.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	
Jeffries	_____	_____	
Lassen	_____	_____	
Meier	_____	_____	
Rudeen	_____	_____	
Walahoski	_____	_____	

Vote \_\_\_\_\_

**A Motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_**

**to approve the minutes of the June 10, 2024 regular board meeting as presented.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	
Jeffries	_____	_____	
Lassen	_____	_____	
Meier	_____	_____	
Rudeen	_____	_____	
Walahoski	_____	_____	

Vote \_\_\_\_\_

**A motion by \_\_\_\_\_ and seconded by \_\_\_\_\_**

**to approve the July bill roster in the amount of \$99,241.26 and July payroll salary and benefits in the amount of \$268,217.33.**

**Discussion:**

Votes:

YES

NO

ABSENT

Brennan

\_\_\_\_\_

\_\_\_\_\_

Jeffries

\_\_\_\_\_

\_\_\_\_\_

Lassen

\_\_\_\_\_

\_\_\_\_\_

Meier

\_\_\_\_\_

\_\_\_\_\_

Rudeen

\_\_\_\_\_

\_\_\_\_\_

Walahoski

\_\_\_\_\_

\_\_\_\_\_

Vote \_\_\_\_\_

Overton Public School District 24-0004  
Overton Board of Education  
Board Meeting: July 8, 2024  
401 7<sup>th</sup> Street, Overton, NE 68863  
School LMC

Mission Statement: *The mission of Overton Public School is to provide opportunities for everyone to be Engaged, Enlightened, and Empowered.*

BOARD OF EDUCATION AGENDA:

- |      |           |  |
|------|-----------|--|
| 7:30 | <b>A.</b> | <b>Call meeting to order</b>   |
| 7:35 | <b>B.</b> | <b>Compliance Statement</b>  |
| 7:40 | <b>C.</b> | <b>With consent of the Board, receive reports from School Personnel, Patrons. or Community Groups.</b>   |
| 7:45 | <b>D.</b> | <b>Read and consider communications</b>  |
| 7:50 | <b>E.</b> | <b>Approve the agenda</b>  |
| 7:55 | <b>F.</b> | <b>Approve minutes</b>   |
| 8:00 | <b>G.</b> | <b>Act on bills for payment</b>  |
|      | <b>H.</b> | <b>Matters pending before the Board</b>  |
| 8:05 | 1.        | Consider approving facility rental rates, substitute teacher pay, tuition, activity admission, mileage rate for the 2024-2025 school year, and food program meal prices.   |
| 8:10 | 2.        | Consider approving local substitute teachers   |
| 8:15 | 3.        | Consider approving the 2024-2025 handbooks   |
| 8:20 | 4.        | Consider approving Title 1 contract with ESU 10 for the 2024-2025 school year  |
| 8:25 | 5.        | Consider approving the sale of out dated technology devices  |
| 8:30 | 6.        | Discuss, consider, and take action to approve board policies 2006 Complaint Procedure 2008 Meetings, Public Participation at Board Meetings, 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 3017 Press Releases; Rename to "Official Communications with the Public", 3032 Fees for School District Records; 3053 Non-Discrimination, 3057 Title IX, 3059 Audio and Video Recording, 3060 Firearms and Weapons for Non-Students, 4011 Employee Leave Under the Family Medical Leave Act (FMLA), 4053 Conflict of Interest, 5001 Compulsory Attendance and Excessive Absenteeism, 5004 Option Enrollment, 5008 Pregnant or Parenting Students 5052 School Wellness, 6025 Student Cell Phone or Other Electronic Devices, 6031 Emergency Exclusion, 6036 Reading Instruction and Intervention Services, 6039 Repeat of Grade at Parent-Guardian Request, 6040 Prekindergarten Program, 6041 Malcom X Day Education, 6042 Projection Maps, 6043 Mapping Data. |
|      | <b>I.</b> | <b>Board Reports and Discussion</b>  |
| 8:35 |           | <b>Board Reports</b>   |
|      | a.        | Meetings Attended:   |
|      | b.        | Upcoming Meetings:   |
|      | c.        | Transportation Committee Report:   |
|      | d.        | Interlocal Committee Report:   |
|      | e.        | Facilities Committee Report:   |

- f. Curriculum Committee Report:
- g. Negotiations:

**Discussion**

**J. Administrative Reports**

- |      |                            |
|------|----------------------------|
| 8:40 | 1. Principal's Report      |
| 9:00 | 2. Superintendent's Report |

Next regularly scheduled meeting is August 14, 2024

**Comments:**

E.

1. Recommended Prices: Recommended by Food Program Supervisor and Superintendent
  - A. Lunch & Breakfast:
    - a. Elementary Prek-4 Lunch – currently \$3.60 proposed \$3.70
    - b. Secondary 5-12 Lunch – currently \$4.10 proposed \$4.20
    - c. Adult Lunch – currently \$4.60 proposed \$4.70
    - d. Elementary Prek-4 Breakfast – currently \$2.60 proposed \$2.70
    - e. Secondary 5-12 breakfast - currently \$2.60 proposed \$2.70
    - f. Adult Breakfast – currently \$3.10 proposed \$3.20
    - f. Milk – currently \$0.75 proposed \$0.75
  - B. Activities:
    - a. adult –\$6.00 – FKC schools
    - b. children – \$6.00 – FKC schools
    - c. season pass – currently \$50.00 proposed \$50.00
    - d. student pass – currently \$50.00 proposed \$50.00
    - e. activity deposit – eliminate
  - D. Substitute Teacher Pay: currently per day is \$140.00 proposed \$150.00 and after 20 substitute days move from \$170.00 to \$190.00 per day
  - E. Mileage Rate: State Rate
2. The state requires the board to approve local substitute teachers
3. Administration recommends the board approve the 2024-2025 handbooks
4. Superintendent recommends the board review and approve the Title 1 contract with the ESU 10 for the 2024-2025 school year.
5. Superintendent recommends the sale of old outdated technology devices
6. The board policies, as updated by KSB School Law, will need approved

**Discussion:**

- F.
1. **Board Reports and Discussion:**
    - a. Meetings Attended:
    - b. Upcoming Meetings: See attached
    - c. Transportation:
    - d. Interlocal:
    - e. Facilities:
    - f. Curriculum Committee:
    - g. Negotiations: Update
  2. Discussion Topics:
    - a. Summer Projects
    - b. August board meeting
    - c. Other

**Administrative Reports:**

G.

**Principal's Report**

1. Handbook Updates
2. Calendar Update
3. 2024-2025 Handbook Updates
4. HUDL Program Update

**Superintendent's Report**

1. Option Enrollment- see attached
  - Out – a.
  - In - a. Lillian Palmer – Grade 10 – from Elwood
- Change of status – a.
2. Projects Update

4. Financial Review
5. Certificate of Accreditation
6. Other

**MINUTES OF THE OVERTON PUBLIC SCHOOL BOARD OF EDUCATION**  
**REGULAR MEETING**  
**June 10, 2024**  
**7:30 p.m.**

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

Brennan  
Lassen  
Meier  
Rudeen

**Notification:** The June 10, 2024 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 and Brian Fleischman, Principal

**Guests Present:** No Guests Present.

**Public Comments:** No Public Comments.

**Reports:** No Reports.

**Communications:** No Communications.

**Other:**

1. The Board approved the absence of board members Jeffries and Walahoski. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
2. Appointed board member Brennan to the secretary position for the June meeting.

**Action Items:**

1. **Agenda:** Moved by Brennan, seconded by Rudeen to approve the agenda of the June 10, 2024 regular monthly board meeting as presented. Discussion: Discussion was limited as there were no changes made to the agenda. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
2. **Minutes:** Moved by Lassen, seconded by Brennan to approve the minutes of the May 13, 2024 regular board meeting minutes as presented. Discussion: Discussion was limited as there were no corrections made to the minutes. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
3. **Claims:** Moved by Brennan, seconded by Lassen to pay the June General Fund bill roster in the amount \$243,817.61 and the payroll salary and benefits in the amount of \$298,120.04. Discussion: Superintendent provided additional information on several of the bills. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.



4. Moved by Meier, seconded by Brennan to approve the graduation ceremony to be held on Saturday, May 10, 2025 beginning at 1:30 p.m. in the north gym. Discussion: Board agreed with the date and time of the graduation ceremony. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
5. Moved by Brennan, seconded by Lassen to approve the teaching contract with Dana Dea beginning in the 2024-2025 school year. Discussion: Administration recommended the board approve the contract. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
6. Moved by Rudeen, seconded by Meier to approve the 2024-2025 Network Services contract with ESU 10. Discussion: Administration recommended the board approve the contract. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
7. Moved by Lassen, seconded by Rudeen to approve the bid with Hiland Dairy Foods. Discussion: Food director and superintendent recommended the board approve the bid. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.
8. Moved by Brennan, seconded by Meier to adjourn the meeting at 9:16 p.m. Discussion: Limited discussion as the board agreed it was time to adjourn. Motion carried 4-0-2. Voting Yes (4): Brennan, Lassen, Meier, and Walahoski. Voting No: (0). Absent (2) Jeffries and Walahoski.

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

1. **Board Reports:**
  - a. Interlocal: No Report
  - b. Transportation: No Report
  - c. Curriculum: No Report
  - d. Facilities: No Report
2. **Discussion Topics:**
  - a. July meeting is scheduled for Monday, July 8, 2024 beginning at 7:30 p.m. in the LMC.
  - b. Board reviewed Bullying Policy 5054
  - c. Board reviewed the KSB updated policies

#### **Administrative Reports:**

##### **Principal's Report:**

- a. Upcoming School Calendar Events
- b. 2024-2025 NSAA Changes
- c. 2024-20258 Extra Duty Assignments
- d. Updated on board policy 6040 prekindergarten

##### **Superintendent's Report:**

1. Enrollment Option Report
2. Option Enrollment -
  - Out:
    - a.
  - In:
    - a.
    - b.
    - c.

Change of Status: a. None

3. Financial Information & Update
4. Budget Review
5. Project Updates
6. Staffing Update
7. Property Tax Certification

	Overton Public School District	
	Bill Roster	
	<b>Month:</b>	July
	<b>Status:</b>	Official
7/8/2024	<b>Total:</b>	\$ 99,241.26
Vendor	Total Amount	New Code Description
Airgas	\$ 522.15	Reg. Instruct. Ind. Tech. Supplies
Apple Inc	\$ 4,798.00	Technology Purchases -iPads/ComputersESSER III
ATC Communications	\$ 160.78	Fiscal Services - Phone Service
B&H Photo-Video	\$ 3,377.66	Reg. Instruct. - Vo. Business Supplies
Black Hills Energy	\$ 169.59	Operations of Buildings - Natural Gas
BSN Sports	\$ 68.52	Reg. Instruct. - K-4 Supplies
C&S Truck & Salvage	\$ 4,411.18	Vehicle Servicing and Maintenance - Bus Repairs/Inspections
CenturyLink	\$ 63.44	Operation of Buildings Communications - Long Distance Phone
Conditioned Air Mechanical	\$ 1,335.68	Building Repairs and Maintenance - HVAC Repairs
Construction Rental	\$ 946.12	Maintenance - Equipment - Lift & Excavator
Dan's Sanitation	\$ 318.25	Operation of Buildings Cleaning Services - Trash Removal
Davis Propane, Inc	\$ 18.50	Regular Instruct. - Propane for buffer
Dawson County Clerk	\$ 100.00	Board of Education Professional Services
Dawson Public Power District - Prek	\$ 116.97	Operation of Preschool - Electricity
Dawson Public Power District - School	\$ 3,803.56	Operation of Buildings Electricity
Dawson Public Power District - Trans.	\$ 110.63	Vehicle Servicing and Maintenance - Reg. Ed. - Bus Barn Energy
Eagan Supply Co.	\$ 1,125.42	Operation of Buildings Supplies
Eakes Office Solutions	\$ 491.83	Reg. Instruction - Copier Suplies
Ecolab	\$ 109.55	Operation of Buildings Pest Control
ESU 10	\$ 500.00	SPED Mental Health Services
ESU 10	\$ 500.00	SPED Mental Health Services
ESU 10	\$ 160.00	Technology Services
ESU 10 - SPED Services	\$ 13.04	SPED Speech Path. & Audiology Ages Birth-2
ESU 10 - SPED Services	\$ 7,108.55	SPED Speech Path. & Audiology - Elementary
ESU 10 - SPED Services	\$ 1,499.49	SPED Speech Path. & Audiology - Age 3-4
ESU 10 - SPED Services	\$ 511.23	SPED P.T. Services - Elementary
ESU 10 - SPED Services	\$ 343.40	SPED Supervision - Birth - 2
ESU 10 - SPED Services	\$ 343.38	SPED Supervision - Ages 3-4
ESU 10 - SPED Services	\$ 511.23	SPED P.T. Services - Secondary
ESU 10 - SPED Services	\$ 776.21	SPED O.T. Services - Elementary
ESU 10 - SPED Services	\$ 776.21	SPED O.T. Services - Secondary
ESU 10 - SPED Services	\$ 840.42	SPED Supervision - Elementary
ESU 10 - SPED Services	\$ 194.04	SPED O.T. Services - Ages 3-4
ESU 10 - SPED Services	\$ 194.07	SPED O.T. Services - Birth - 2
ESU 10 - SPED Services	\$ 127.81	SPED P.T. Services - Ages 3-4
ESU 10 - SPED Services	\$ 127.81	SPED P.T. Services - Birth - 2
ESU 10 - SPED Services	\$ 840.42	SPED Supervision - Secondary
ESU 10 - SPED Services	\$ 133.08	SPED Supervision - Vocational Secondary
ESU 10 - SPED Services	\$ 1,478.93	SPED Psychological Services - Secondary
ESU 10 - SPED Services	\$ 1,478.93	SPED Psychological Services - Elementary
ESU 10 - SPED Services	\$ 369.74	SPED Psychological Services - Ages 3-4
ESU 10 - SPED Services	\$ 369.74	SPED Psychological Services - Birth - 2
ESU 10 - SPED Services	\$ 52.22	SPED Speech Path. & Audiology - Secondary
Follett	\$ 1,182.69	LMC Web Based Software
Foster Lumber, LLC	\$ 83.87	Reg. Instruction - Custodial Supplies
Generation Genius	\$ 1,036.00	Reg. Instruct. - Science Curriculum
Great Plains Communication	\$ 101.95	Internet Connection - Family Center
HireRight Solutions	\$ 345.15	Vehicle Servicing and Maintenance - DOT Drug Testing
Integrated Security Solution I.S.S.	\$ 55.50	Safety Repairs & Maintenance - Fire Suppression
Jones Plumbing & Heating	\$ 12.25	Building Repairs and Maintenance - Plumbing Supplies
JW Pepper	\$ 224.99	Reg. Instruct. Instrum. - Instrumental Music Supplies
KCAV	\$ 21,657.62	ESSER III- Technology Smartboard Purchases
Lakeshore Learning Materials	\$ 194.30	Reg. Instruct. K-4 Supplies

**Matters Pending Before the Board:**

Motion \_\_\_\_\_ Second \_\_\_\_\_

1. **Action Item:** Consider approving facility rental rates, substitute teacher pay, tuition, activity admission, mileage rate for the 2024-2025 school year.

**Motion: To approve the facility rental rates, substitute teacher pay, tuition, activity admission, mileage rate for the 2024-2025 school year.****Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____
			Vote _____

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. **Action Item:** Consider approving local substitute teachers.

**Motion: To approve local substitute teachers.****Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____
			Vote _____

Motion \_\_\_\_\_ Second \_\_\_\_\_

3. **Action Item:** Consider approving the 2024-2025 handbooks.

**Motion: To approve the 2024-2025 handbooks.****Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____

Walahoski \_\_\_\_\_

Vote \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

**4. Action Item:** Consider approving the Title 1 contract with ESU 10 for the 2024-2025 school year.

**Motion: To approve the Title 1 contract with ESU 10 for the 2024-2025 school year.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____

Vote \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

**5. Action Item:** Consider approving the sale of outdated technology devices.

**Motion: To approve the sale of outdated technology devices.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____

Vote \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

**6. Action Item:** Discuss, consider, and take action to approve board policies 2006 Complaint Procedure 2008 Meetings, Public Participation at Board Meetings, 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 3017 Press Releases; Rename to “Official Communications with the Public”, 3032 Fees for School District Records; 3053 Non-Discrimination, 3057 Title IX, 3059 Audio and Video Recording, 3060 Firearms and Weapons for Non-Students, 4011 Employee Leave Under the Family Medical Leave Act (FMLA), 4053 Conflict of Interest, 5001 Compulsory Attendance and Excessive Absenteeism, 5004 Option Enrollment, 5008 Pregnant or Parenting Students 5052 School Wellness, 6025 Student Cell Phone or Other Electronic Devices, 6031 Emergency Exclusion, 6036

Reading Instruction and Intervention Services, 6039 Repeat of Grade at Parent-Guardian Request, 6040 Prekindergarten Program, 6041 Malcom X Day Education, 6042 Projection Maps, 6043 Mapping Data.

**Motion: To approve board policies 2008 Meetings, Public Participation at Board Meetings, 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 3017 Press Releases; Rename to “Official Communications with the Public”, 3032 Fees for School District Records; 3053 Non-Discrimination, 3057 Title IX, 3059 Audio and Video Recording, 3060 Firearms and Weapons for Non-Students, 4011 Employee Leave Under the Family Medical Leave Act (FMLA), 4053 Conflict of Interest, 5001 Compulsory Attendance and Excessive Absenteeism, 5004 Option Enrollment, 5008 Pregnant or Parenting Students 5052 School Wellness, 6025 Student Cell Phone or Other Electronic Devices, 6031 Emergency Exclusion, 6036 Reading Instruction and Intervention Services, 6039 Repeat of Grade at Parent-Guardian Request, 6040 Prekindergarten Program, 6041 Malcom X Day Education, 6042 Projection Maps, 6043 Mapping Data.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____

Vote \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

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

**Motion: To approve adjourning the meeting at \_\_\_\_\_ : \_\_\_\_\_ p.m.**

**Discussion:**

Votes:	YES	NO	ABSENT
Brennan	_____	_____	_____
Jeffries	_____	_____	_____
Lassen	_____	_____	_____
Meier	_____	_____	_____
Rudeen	_____	_____	_____
Walahoski	_____	_____	_____

Vote \_\_\_\_\_

Overton Public School  
Rate and Fee Schedule  
2024-2025 School Year

Board Review: 7/8/2024  
Board Approved: 7/8/2024

<u>Breakfast Prices</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>% Increase</u>
Prek-4	\$ 2.50	\$ 2.61	\$ 2.70	3.8380%
Grades 5-12	\$ 2.50	\$ 2.60	\$ 2.70	3.8400%
Adult/Guest	\$ 3.00	\$ 3.10	\$ 3.20	3.2200%
<u>Lunch Prices</u>				
Prek-4	\$ 3.50	\$ 3.60	\$ 3.70	2.770%
Grades 5-12	\$ 4.00	\$ 4.10	\$ 4.20	2.430%
Adult/Guest	\$ 4.50	\$ 4.60	\$ 4.70	2.170%
Summer Price - Adult	\$ 4.00	\$ 4.10	\$ 4.20	2.430%
Milk	\$ 0.50	\$ 0.75	\$ 0.75	0.000%
<u>Substitute Teacher Pay Day</u>				
Daily Rate - Up To 20 Days	\$ 140.00	\$ 140.00	\$ 150.00	
Daily Rate - Greater Than 20 Days	\$ 170.00	\$ 170.00	\$ 190.00	
Daily Rate - Greater Than 10 consecutive Days	Salary Schedule	Salary Schedule	Salary Schedule	
Covering Class During Planning Period	\$ 17.50	\$ 17.50	\$ 17.50	
<u>Mileage</u>				
Personal Vehicle - Set By The State of Nebraska - Per Mile	\$ 0.655	\$ 0.655	\$ 0.670	
<u>Activity Admission Prices</u>				
Adult - Set by FKC	\$ 6.00	\$ 6.00	\$ 6.00	
Student - Set by FKC	\$ 6.00	\$ 6.00	\$ 6.00	
Home Activity Pass - No Admission To Tournaments	\$ 50.00	\$ 50.00	\$ 50.00	
<u>Athletic and Activities Help</u>				
Summer Weight Room Supervision	\$20 per hour	\$20 per hour	\$20 per hour	
Ticket Takers - FB, VB, & Track	\$ 30.00	\$ 30.00	\$ 30.00	
Clock and Score - VB and BB - Per Game	\$15 per game	\$15 per game	\$15 per game	
VB Lines - Per Set	\$15 per game	\$15 per game	\$15 per game	
Libero Tracker - Per Set	\$15 per game	\$15 per game	\$15 per game	
<u>Outside Contract Day</u>				
Pay Per Hour	\$ 20.00	\$ 20.00	\$ 20.00	
<u>Faculty Per Diem</u>				
Breakfast	School Pays	School Pays	School Pays	
Lunch	School Pays	School Pays	School Pays	
Dinner	School Pays	School Pays	School Pays	
<u>Student Per Diem</u>				
Breakfast - Per Meal (W/O Hotel Breakfast)	\$ 7.00	\$ 7.00	\$ 15.00	
Lunch - Per Meal	\$ 10.00	\$ 10.00	\$ 15.00	
Dinner - Per Meal	\$ 15.00	\$ 15.00	\$ 15.00	
<u>Paper Copies</u>				
Black and White Copies - Per Copy	\$ 0.05	\$ 0.05	\$ 0.05	
Color Copies - Per Copy	\$ 0.10	\$ 0.10	\$ 0.10	
<u>Faxes</u>				
Faxes - Sending	\$ 1.00	\$ 1.00	\$ 1.00	
Faxes - Receiving	No Charge	No Charge	No Charge	

## **Middle & High School Handbook Changes for 2024-2025**

- Required, or Highly Recommended, policy updates per KSB
  - Notice of Non-Discrimination
  - Attendance Exception
  - Pregnant & Parenting Students
  - Complaint Procedures
  - Video Surveillance/Recordings
  - Weapons & Firearms
  - Addition of 'Synthetic Media' to suspension/expulsion reasons
  - Update Section 8 of Wellness Policy

## **Elementary Handbook Changes for 2024-2025**

- Required, or Highly Recommended, policy updates per KSB
  - Notice of Non-Discrimination
  - Attendance Exception
  - Complaint Procedures
  - Video Surveillance/Recordings
  - Weapons & Firearms
  - Addition of 'Synthetic Media' to suspension/expulsion reasons
  - Update Section 8 of Wellness Policy

## **Certificated Staff Handbook Changes for 2024-2025**

- Required, or Highly Recommended, policy updates per KSB
  - Notice of Non-Discrimination
  - FMLA Addition
  - News & Press Release Update
  - Projection Maps
- Add Board Policy 2006 Complaint Procedure to Replace 4013 Grievance Procedure

## **iPad Handbook Changes for 2024-2025**

- Update Language to include MacBooks along with iPads.



## **Student Handbook Updates**

### **Notice of Non-Discrimination**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mandi Wallace at - (308) 987-2424, [mandi.wallace@overtoneagles.org](mailto:mandi.wallace@overtoneagles.org) or in person at school.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mark Aten at (308) 987-2424, [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org), 401 7<sup>th</sup> Street Overton, NE 68863 or in person at school. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: <https://www.overtoneagles.org/vnews/display.v/SEC/Board%20Information>.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator Mark Aten at (308) 987-2424, [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org), 401 7<sup>th</sup> Street Overton, NE 68863 or in person at school.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the principal at (308) 987-2424, [brian.fleischman@overtoneagles.org](mailto:brian.fleischman@overtoneagles.org) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: \_\_\_\_\_ Mr. Mark Aten  
Title: \_\_\_\_\_ Superintendent  
Address: \_\_\_\_\_ 401 7<sup>th</sup> Street, Overton, NE 68863  
Telephone: \_\_\_\_\_ (308) 987-2424  
E-mail: [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org)

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

### **Attendance Exception**

All children who are or will turn six years old before January 1<sup>st</sup> of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age. This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting. This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable. A child who will not reach age 7 before January 1<sup>st</sup> of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child.

### **Pregnant & Parenting Students**

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. ~~The building principal will work with the student to develop a plan to assist~~

the student in participating in district curriculum and extra-curricular activities in collaboration with the Title IX Coordinator.

### **Complaint Procedures**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
  - a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
  - a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
  - a) When the complaint is about a board policy, not implementation of the policy;
  - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
  - c) When the board is required by law, policy, or contract to hear a complaint or appeal.
6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
  - d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
  - e) There is no appeal from any decision of the board unless authorized by law.
7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
  - a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

- 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below. Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX", attached below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

1. ~~The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.~~
2. ~~The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.~~
  - a) ~~Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.~~
  - b) ~~Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.~~
  - c) ~~Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.~~
  - d) ~~Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.~~
3. ~~When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:~~
  - a) ~~Determine whether the complainant has discussed the matter with the staff member involved.~~
    - 1) ~~If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.~~
    - 2) ~~If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.~~
  - b) ~~Strongly encourage the complainant to reduce his or her concerns to writing.~~
  - c) ~~Interview the complainant to determine:~~
    - 1) ~~All relevant details of the complaint;~~
    - 2) ~~All witnesses and documents which the complainant believes support the complaint;~~
    - 3) ~~The action or solution which the complainant seeks.~~
  - d) ~~Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received the complaint.~~
4. ~~A complainant who is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint may appeal the decision to the superintendent.~~
  - a) ~~This appeal must be in writing.~~
  - b) ~~This appeal must be received by the superintendent no later than ten (10) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.~~
  - c) ~~The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~
  - d) ~~Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal.~~
5. ~~A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.~~
  - a) ~~This appeal must be in writing.~~
  - b) ~~This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.~~
  - c) ~~This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~

- d) ~~The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.~~
- e) ~~There is no appeal from a decision of the board.~~
- 6. ~~When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:~~
  - a) ~~Determine whether the complainant has discussed the matter with the superintendent.~~
    - 1) ~~If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.~~
    - 2) ~~If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.~~
  - b) ~~Strongly encourage the complainant to reduce his or her concerns to writing.~~
  - c) ~~Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.~~
  - d) ~~Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.~~
- ~~The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.~~

Special Rules Regarding Educational Services and Related Services to Students with Disabilities: Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings: The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

### **Video Surveillance & Video Recordings**

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in

appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

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

*Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities intended to be public in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 Plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.*

*Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.*

The school district generally prohibits students from taking photographs or making audio or video recordings on school grounds, in a school vehicle, or at a school event except as provided in policy or as otherwise required by law. Students may take photographs and make video recordings only after receiving permission from school Administration. Students are prohibited from using smart speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Students may make audio or video recordings of classroom lectures or discussions: (1) for their convenience after providing notice to the classroom teacher and receiving the teacher's permission, (2) for the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permissions, and (3) if recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan. Staff may revoke permission to record if recording distracts from or disrupts the classroom environment, unless recording is necessary to accommodate a student's disability.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

### **Weapons and Firearms**

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

- 1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or*

2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

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

### **'Synthetic Media'**

Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";

Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;

Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;

## **Section 8 – Wellness Policy**

### **Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers)**

- a. *Definitions.* "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.
- b. *Applicability.* Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)
- c. *Fundraiser Exemptions.* A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.
- d. *Other Exemptions.* The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.
- e. *Other Limitations.* No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.
- ~~f. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.~~
- ~~g. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:~~
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.



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

~~(4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)~~

## **Certificated Staff Handbook Updates**

### **Notice of Non-Discrimination**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mandi Wallace at - (308) 987-2424, [mandi.wallace@overtoneagles.org](mailto:mandi.wallace@overtoneagles.org) or in person at school.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mark Aten at (308) 987-2424, [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org), 401 7<sup>th</sup> Street Overton, NE 68863 or in person at school. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: <https://www.overtoneagles.org/vnews/display.v/SEC/Board%20Information>.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator Mark Aten at (308) 987-2424, [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org), 401 7<sup>th</sup> Street Overton, NE 68863 or in person at school.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the principal at (308) 987-2424, [brian.fleischman@overtoneagles.org](mailto:brian.fleischman@overtoneagles.org) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: \_\_\_\_\_ Mr. Mark Aten  
Title: \_\_\_\_\_ Superintendent  
Address: \_\_\_\_\_ 401 7<sup>th</sup> Street, Overton, NE 68863  
Telephone: \_\_\_\_\_ (308) 987-2424  
E-mail: [mark.aten@overtoneagles.org](mailto:mark.aten@overtoneagles.org)

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

### **FMLA**

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy. The school district will utilize the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

## **News & Press Release Update**

~~Positive media coverage of the school district and its activities is good for the school, its staff, and its students. Staff should endeavor to establish and maintain cordial relationships with local media outlets. Only individuals who have prior administrative approval may issue press releases or other official communications regarding school activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.~~

Activity sponsors and other staff who are involved in newsworthy activity should submit typed press releases to the office for distribution to the media when noteworthy events have occurred. Coaches must communicate with local TV, radio, and print media promptly after matches or games to disseminate the results. ~~Communicating with the public, keeping the public informed, and public relations with the community are important tasks. News of important and/or interesting events and activities are usually welcomed by the newspapers.~~

## **Projection Maps**

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
  - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
  - b. Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

## CONTRACT

Educational Service Unit Number 10 (the “ESU”) and Overton Public Schools (the “District”) (collectively, the “Parties”) hereby enter into this Contract for the benefit of both Parties and to comply with applicable laws and regulations regarding Title 1A and other federal funds.

**1. ESU’s Support to the District.** Due to changes in the interpretation and enforcement of certain federal funds, the ESU will no longer facilitate a Title 1A “Co-Op” for school districts within the ESU’s service area. Instead, the ESU and District intend to contract for the ESU to assist the District with its obligations related to its Title 1A and other federal funds. As such, the ESU will continue to provide the same supports and assistance to the District as the ESU has historically provided, including the following:

- a. Assist the District with monitoring and reporting;
- b. Provide reasonable support of ESU staff members to assist the District with monitoring and reporting;
- c. Facilitate trainings for District staff to understand monitoring, reporting and other requirements;
- d. Coordinate timely communications and updates from the Nebraska Department of Education;
- e. Assist Districts with collecting, maintaining and reporting Time and Effort logs, Risk Assessments, A133 Audits, and the like;
- f. Make staff available for any monitoring visits that occur at the District;
- g. Other services or supports as agreed to by both Parties.

**2. District’s Payment to the ESU.** In exchange for the ESU’s supports, services and staff time, the District will pay to the ESU an administrative fee equal to 2% of allocated Title 1A funds. Such payment shall be made to the ESU by October 1, 2024. If the District fails to make such payment, then the ESU may, with or without notice, decline to provide the services and supports identified in this Contract.

**3. Other Services.** The Parties agree that this Contract is intended to be a guiding document, and not a detailed or itemized list of every service and support that the ESU will provide to the District. As such, the Parties agree to work together to identify what additional services and supports the ESU will provide to the District, and whether any such additional services and supports will necessitate an increased administrative fee to be paid by the District to the ESU. Both Parties agree that all such discussions will be conducted in good faith and in the best interests of both Parties.

**4. Risk and Liability.** Since the ESU will not operate the Title 1A “Co-Op” any longer, the District hereby expressly acknowledges and agrees that it will indemnify and hold harmless the ESU from any fine, penalty or other sanction related to the District’s receipt, use, monitoring, or reporting of Title 1A or other federal funds. To the extent that the ESU incurs or has been advised that the ESU must pay any fine, penalty or other sanction related to the District’s receipt, use, monitoring, or reporting of Title 1A or other federal funds, then the District agrees to

reimburse the ESU in the amount of such fine, penalty or sanction within 30 days of the ESU's payment of such fine, penalty or other sanction.

**5. Termination.** Either Party may immediately terminate this Contract upon written notice to the other Party.

**6. Lawful Provisions.** In the event that any provision of this Contract is deemed unlawful or contrary to any statute, regulation, or guidance by any applicable state or federal agency, such provision shall automatically be null and void but the remainder of this Contract shall remain in full force and effect.

**EDUCATIONAL SERVICE UNIT NUMBER 10**

ESU 10 Administrator signature

Signature: Heather Stukey  
Printed Name: Heather Stukey  
Title: Title I Coordinator  
Date: July 1, 2024

**OVERTON PUBLIC SCHOOLS**

Superintendent or School Board President signature

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[illegible]

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
  - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
  - a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.



5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
- a) When the complaint is about a board policy, not implementation of the policy;
  - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
  - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the

Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a

disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### **1. Types of Meetings**

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### **2. Notice**

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the Beacon Observer. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall

pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2009**  
**Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual. The board will allow five minutes per speaker and a total of twenty minutes for public participation.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3004.1**

### **Fiscal Management for Purchasing and Procurement Using Federal Funds**

#### **I. Applicability of Policy**

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

#### **II. Procurement System**

The District maintains the following purchasing procedures.

##### **A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.



## **B. Methods of Purchasing**

The type of purchase procedures required depends on the cost of the item(s) being purchased.

### **1. Purchases up to \$10,000 (Micro-Purchases)**

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

### **2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)**

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

**4. Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

**5. Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

### **C. Use of Purchase (Debit & Credit) Cards**

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

### **D. Federal Procurement System Standards**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

#### **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

#### **F. Settlements of Issues Arising Out of Procurements**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

### **III. Conflict of Interest and Code of Conduct**

**A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.**

**B. Purchases covered by this policy are subject to the following additional provisions.**

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

### **C. Favors and Gifts**

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

### **D. Enforcement**

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

## **C. Inventory Records**

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;

4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

#### **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

#### **E. Maintenance**

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

#### **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

## **H. Disposal of Equipment**

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

## **I. Equipment Retention**

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

## **J. Equipment and Capital Expenditures**

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

## **K. Depreciation**

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

## **V. Financial Management**

### **A. Identification**

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

### **B. Financial Reporting**



The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

### **C. Accounting Records**

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

### **D. Internal Controls**

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

### **E. Budget Control**

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

### **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time

sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

### **G. Allowability of Costs**

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

### **H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching**

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

## **I. Cost Sharing or Matching**

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

## **J. Documentation of Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;

- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

## **B. Time and Effort Procedures**

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

## **C. Fringe Benefits**

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

## **D. Leave**

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

## **E. Unexpected or Extraordinary Circumstances**

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

## **F. Documentation for Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

# **VII. Other Contract Matters.**

## **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

## **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

**Buy American.** The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

## **C. Record Keeping**

### **1. Record Retention**

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before

the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3011**  
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**3017**  
**Official Communication with the Public**

Only individuals who have prior administrative approval may issue press releases or other official communication regarding school-related activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3032**

### **Fees for School District Records**

Requests for school district records shall be subject to applicable fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first two copies; ten cents for each copied page thereafter.
- Computer data printouts: No charge for the first \_\_\_\_ pages; \_\_\_\_ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first two copies; ten cents for each copied page thereafter.
- Computer data printouts: No charge for the first two pages; ten cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Deposit.** The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3033**  
**[Intentionally Left Blank]**

## **3053**

### **Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district's Title IX and/or Section 504/ADA Coordinator.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3057**

### **Title IX**

**Nondiscrimination.** The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 401 7<sup>th</sup> Street Overton, NE 68863, mark.aten@overtoneagles.org, 308-987-2424. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: [Overton Public Schools - Title IX \(overtoneagles.org\)](https://www.overtoneagles.org/title-ix). To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

**Publication Notice.** The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [Overton Public Schools - Title IX \(overtoneagles.org\)](https://www.overtoneagles.org/title-ix).

**Retaliation Prohibited.** Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

**Definitions.** As used in this policy, the following terms are defined as follows:

**Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

**Complaint** means an oral or written request to the school district that objectively can be understood as a request for the school district to



investigate and make a determination about alleged sex discrimination under Title IX.

**Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

**Respondent** means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

**Sex-based harassment** prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

**Quid pro quo harassment.** An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

**Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and

- Other sex-based harassment in the school district's education program or activity.

**Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

**Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

**Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

**Dating violence** meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined

based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

**Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

**Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

## **Response to Sex-based Harassment.**

**All Employees.** All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

**Title IX Coordinator.** The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

**Supportive Measures.** The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

**Requests to Modify Supportive Measures.** A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

**Students with Disabilities.** If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

**Emergency Removal.** The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Administrative Leave.** The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

**Informal Resolution.** The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance

process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

**Grievance Procedures to Resolve Complaints of Sex Discrimination.** Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Complaint.** Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

**Complaint by Coordinator.** In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

**Consolidation of Complaints.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

**Basic Procedures.** This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15

Investigation	1-30
Determination	1-30
Appeal	1-20

**Notice of Allegations.** Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

**Complaint Investigation.** The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

**Relevant and Permissible Evidence.** The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred,

and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

**Determining Whether Sex Discrimination Occurred.** The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.



**Dismissal of a Complaint.** A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

**Appeal.** The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome

being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

**Notice of Appeal Filed By Party.** The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

**Appeals of Dismissals.** If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

**Appeal Decision.** The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

**Disciplinary Sanctions and Remedies.** If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

**Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**Recordkeeping.** The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Adopted on:\_\_\_\_\_

Reviewed on:\_\_\_\_\_

Revised on:\_\_\_\_\_

## **3059**

### **Audio and Video Recording**

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

**Secret Recordings.** No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child’s classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student’s IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (*e.g.*, AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3060**

### **Firearms and Weapons for Non-Students**

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

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

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

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers’ Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

**Consequences.** In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4011**  
**Employee Leave Under the Family and Medical Leave Act**  
**(FMLA)**

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

**I. Qualifying for Leave**

**A. Qualified Employees**

1. To be eligible for ***unpaid*** leave under this policy, an employee must:
  - a. Make the request for leave at a time when the school district employs 50 or more workers;
  - b. Have been working for the school district for at least 12 months prior to the request; and
  - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.



## **B. Qualified Circumstances Necessitating Leave**

1. The school district will grant an eligible employee up to a total of 12 workweeks of ***unpaid*** leave under the following conditions:
  - a. For birth of a son or daughter, and to care for the newborn child;
  - b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of ***unpaid*** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

### **C. Limitations on Leave**

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
  - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
  - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of

this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

#### **D. Qualifying Notice and Certification**

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;
5. Certification supporting the need for leave to care for a Veteran who was discharged or

released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

#### **E. Scheduling Leave**

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

### **II. Relationship with District During Leave**

#### **A. Leave to Be Unpaid**

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

#### **B. Substitution of Paid Leave**

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the

number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

**C. Group Health Plan Benefits**

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

**D. Intermittent or Reduced-Schedule Leave**

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
  - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
  - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave

intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead

of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

### **III. Return from Leave**

#### **A. Restoration to Position**

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the

employee would have been entitled had the employee not taken leave.

**B. Denial of Restoration**

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
  - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
  - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
  - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
  - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

**C. Failure to Return from Leave**

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the



continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

#### **IV. Notice to Employees**

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- C.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **4053 Conflict of Interest**

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:

a. Business with which an employee is associated shall include the following:

(1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
  - (1) The employee does not abuse his or her position.
    - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
      - (i) who is not qualified for and able to perform the duties of the position;
      - (ii) for any unreasonably high salary;
      - (iii) who is not required to perform the duties of the position.
  - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
  - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
  - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
- 4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
  - a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
    - (1) a public official, public employee, or candidate.
    - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
    - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
  - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
  - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
  - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
- 5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
  - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
  - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
  - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year
- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
  - b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
    - ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
  - c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
    - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
    - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
    - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
  - d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.
7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

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

## **5001**

### **Compulsory Attendance and Excessive Absenteeism**

#### **Required Attendance**

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

#### **Mandatory Attendance Age**

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

#### **Exceptions**

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

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

#### **Discontinuing Enrollment – 5 Year Old Students**

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

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

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

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

## **Attendance Officer**

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

## **Expectations for Regular Attendance:**

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
  - a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
  - b.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
  - c.) student attendance at a school-sponsored activity;
  - d.) student has been suspended or expelled from school by the school district; and



- e.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, routine medical appointments are simply "absences."
4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

### **Attendance Incentives:**

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

### **When students are absent from school, district staff will respond as follows:**

#### **First Stage Response to Absences**

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
  - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
  - b. The meeting shall be documented
  - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to

review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.

4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

### **Excessive Absenteeism**

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer must file a report with the county attorney of the county in which the student resides.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### **Acknowledgment of Receipt**

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

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

Student  
Signature\_\_\_\_\_

Date\_\_\_\_\_

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

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

Date\_\_\_\_\_

## **5004 Option Enrollment**

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

### **1. Definitions**

- a. Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. Elementary School Defined.** Elementary school means grades K - 8
- e. Middle School Defined.** Middle school means grades \_\_\_\_\_ - \_\_\_\_\_.
- f. High School Defined.** High school means grades 9 through 12.

- 2. Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

- 3. Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

- 4. Standards for Acceptance or Rejection of Option Students.**

- a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.
- b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
    - ii. Would require the procurement of new equipment, technology, or furnishings;
    - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
    - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
    - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
  - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
  - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
    - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
    - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
  - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
5. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. Procedure for Students Optioning Into or Out of the School District.**
  - a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
  - b.** On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.
- 9. Late Applications and Requests for Release**
  - a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
    - i.** When the district has already entered into contracts with teaching staff for the following school year;
    - ii.** When the district has already contracted for the performance of specific services for the student;
    - iii.** When the release of the student would have a negative financial impact or loss of revenue for the district.

- b.** The board of education will approve late applications to option into the district under the following conditions:
  - i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
  - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

## **9. Students Who Do Not Need a Release from the Resident District**

- a.** A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
  - i. When the student has relocated to a different resident school district after February 1
  - ii. When a student's option school district merges with another district effective after February 1
- b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

## **11. Cancellation of Option.**

Students who option either into or out of the school district shall:

- a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district,



completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

**12. Authority of Superintendent.**

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

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

## **5005 Transportation**

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

**Option Transportation.** The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5008**

### **Pregnant or Parenting Students**

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

#### **I. Accommodations Regarding Attendance and Participation**

##### **A. Generally**

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

##### **B. Students with Disabilities**

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

### **C. Title IX**

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

The District will make reasonable accommodations to the District's policies, practices, and procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. The District will coordinate reasonable modifications based on the student's individualized need. The District will consult with the student when determining what reasonable modifications may be appropriate, and the student has the discretion to accept or decline the reasonable modifications offered by the District.

The District will allow the student to voluntarily access any separate and comparable portion of the District's education program or activity. The District will allow the student to voluntarily take a leave of absence from the District's education program or activity to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. Upon the student's return, the student will be reinstated to the student's academic status, and as practicable, to the extracurricular status that the student held when the voluntary leave began.

## **II. Accommodations Regarding Lactation and Breastfeeding**

### **A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which

accommodates the student's needs while facilitating education to the maximum extent possible.

3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

## **B. Educational Process**

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5035 Student Discipline**

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

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

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

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

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

### **Pre-Kindergarten through Second Grade Students**

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

### **Makeup Work for Suspended Students**

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

### **Short-Term Suspension**

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An



opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

### **Emergency Exclusion**

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

### **Weapons and/or Firearms**

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

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

**Exceptions Regarding Firearms and Weapons.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

**Consequences - Firearm.** Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school

for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

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

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

## **Long-Term Suspension**

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

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the

following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when

such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-

- 320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
  11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    - c. Violating school bus rules as set by the school district or district staff;
    - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
    - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
    - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
    - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
    - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally

considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession



of the school board or board of education no later than forty-eight hours prior to the hearing.

9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

### **Reporting Requirement to Law Enforcement**

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5049**  
**[Intentionally Left Blank]**

## **5052 School Wellness**

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

### **1. Goals for Nutrition Promotion and Education**

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

### **2. Goals for Physical Activity**

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

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

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

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

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

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

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

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

## **6. Food and Beverage Marketing**

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

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

## **7. Public Participation**

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

**8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers)**

- a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.
- b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)
- c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.
- d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.
- e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half

hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

## **9. Triennial Assessment**

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

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

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

## **10. Public Notice**

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

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

## **11. Recordkeeping**

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

## **12. Operational Responsibility**

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

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) [found at https://api.healthiergeneration.org/resource/2](https://api.healthiergeneration.org/resource/2).

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



## **6025**

### **Student Cell Phone and Other Electronic Devices**

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6031 Emergency Exclusion**

**Grounds for Emergency Exclusion.** Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

**Extension of Exclusion.** Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

**Appointment and Qualifications of a Hearing Examiner.** The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ten school days after the initial date of exclusion; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

**Continued Exclusion.** If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

**Examination of Student's Records and Affidavits.** Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

**Attendance at Hearing.** The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing

the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

**Sworn or Affirmed Testimony.** The principal or his or her designee shall present evidence supporting the recommended extension. Witnesses will give testimony under oath of affirmation, and may be questioned.

**Hearing Examiner's Report and Recommendations.** The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

**Superintendent's Decision.** The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6036**

### **Reading Instruction and Intervention Services**

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

**Effective Reading Teachers.** It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

**Reading Assessment.** The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment for kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

**Deficiency Identification.** Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

**Supplemental Reading Intervention Program.** The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must be:

- Provided to any student identified as having a reading deficiency;
- Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Made available as a summer reading program between each summer for any student who has been enrolled in grade one, grade two, or grade three or in a higher grade and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or offered online.

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
  - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
  - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
  - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

**Parent/Guardian Notification.** The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

**Reading Improvement Plan.** Any student who is identified as having a reading deficiency will receive an individualized reading improvement plan, that shall include a supplemental reading intervention program, no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

**Reading Progress.** Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

**NDE Professional Learning System.** The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

**NDE Report.** On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.



Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6039**

### **Repeat of Grade at Parent-Guardian Request**

Parents and guardians may request that their student repeat a grade level under the following conditions:

#### **Students in Kindergarten through Fourth Grade**

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

#### **Students in Fifth through Twelfth Grade**

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

#### **Procedure for Parent Requests for Student Grade Repetition**

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**6041**  
**Malcolm X Day Education**

Each year on May 19<sup>th</sup>, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19<sup>th</sup> falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6042 Projection Maps**

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
  - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
  - b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 6043

### Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

**Definition.** Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

**Sharing of Mapping Data.** Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

**Requirements Related to Mapping Data.** Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
  - The purchase of additional software by such public safety agencies; or
  - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

**Annual Certification or Updates.** The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

**Reimbursement.** The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

[illegible]



			Overton Public School		
			Financial Information		
			Fund Securities		
<b><u>Accounts</u></b>	<b><u>Funds Available</u></b>	<b><u>FDIC Coverage</u></b>	<b><u>Securities</u></b>	<b><u>Coverage</u></b>	<b><u>Date</u></b>
Non-Interest Bearing	\$ 829,329.75	\$ 250,000.00	\$ 579,329.75	\$ 829,329.75	7/1/2024
Interest Bearing	\$ 5,379,181.80	\$ 250,000.00	\$ 5,129,181.80	\$ 5,379,181.80	
Total Funds	\$ 6,208,511.55	\$ 500,000.00	\$ 5,708,511.55	\$ 6,208,511.55	
Total Funds Available	\$ 6,208,511.55				
Securities/Insurance	\$ 6,208,511.55				
Collateralization	\$ -				
	<b>Interest Bearing</b>				<b>Non-Interest Bearing</b>
<b><u>Account Name</u></b>	<b><u>Account Number</u></b>	<b><u>Funds</u></b>	<b><u>Account Name</u></b>	<b><u>Account Number</u></b>	<b><u>Funds</u></b>
Depreciation Fund	600443255	\$ 59,468.20	Bond Fund	600443204	\$ -
Clearing Account	600012733	\$ 13,572.48	Booster Checking	600024880	\$ 16,318.32
Reserve Fund	600443700	\$ 3,555,519.54	Activity Fund	600025836	\$ 301,083.78
MMA C.D.	2100007235	\$ 750,000.00	Lunch Fund	600026360	\$ 65,927.63
Building Fund	600731064	\$ 125,037.29	General Fund	600029580	\$ 445,490.02
Booster Club	600006539	\$ 2,546.94	Site & Building	600029602	\$ 510.00
Depreciation Fund #5	126887	\$ 163,586.64			
Depreciation Fund #3	126888	\$ 292,527.78		\$ 5,061,931.43	General Fund
Depreciation Fund #4	126889	\$ -		\$ 515,582.62	Depreciation Fund
Building Fund	126886	\$ 114,512.95		\$ 240,060.24	Special Building Fund
Booster Club	600006498	\$ 5,060.59		\$ 301,083.78	Activity Fund
OHS C.D.	600006873	\$ 297,349.39		\$ 65,927.63	Food Nutritional Fund

			Overton Public School		
			Board Financial Report		
			Two Year Comparison		
Updated:	7/1/2024				
	<b>2022-2023</b>			<b>2023-2024</b>	
<b>Date</b>	1-Jul-24		<b>Difference</b>	<b>Date</b>	7/1/2024
<b>Depreciation</b>	\$ 490,615.53		\$ 24,967.09	<b>Depreciation</b>	\$ 515,582.62
<b>MMA/CD</b>	\$ 4,259,505.42		\$ 343,363.51	<b>MMA/CD</b>	\$ 4,602,868.93
<b>Checking</b>	\$ 384,805.20		\$ 60,684.82	<b>Checking</b>	\$ 445,490.02
<b>Total</b>	\$ 5,134,926.15		\$ 429,015.42	<b>Total</b>	\$ 5,563,941.57
				<b>Current Date</b>	7/1/2024
				<b>MMA</b>	\$ 3,555,519.54
				<b>MMA C.D.</b>	\$ 750,000.00
				<b>OHS C.D.</b>	\$ 297,349.39
				<b>Total</b>	\$ 4,602,868.93
			<b>Special Building</b>		
		600731064	\$ 125,037.29	<b>Current Date</b>	7/1/2024
		126886	\$ 114,512.95	<b>Depreciation</b>	\$ 59,468.20
		Checking Accto.	\$ 510.00	<b>Depreciation</b>	\$ 163,586.64
		<b>Total</b>	\$ 240,060.24	<b>Depreciation</b>	\$ 292,527.78
				<b>Total</b>	\$ 515,582.62

			Overton Public School		
			Board Financial Report		
<b><u>Month</u></b>	<b><u>July</u></b>		<b>Official</b>		
<b><u>Year</u></b>	<b><u>2024</u></b>		<b>Three Year Comparison</b>		
<b><u>Account</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>	<b><u>\$ Change</u></b>	<b><u>% Change</u></b>
MMA - Reserve	\$ 3,998,274.79	\$ 4,259,505.42	\$ 5,061,931.43	\$ 802,426.01	18.84%
Depreciation Fund	\$ 484,091.60	\$ 490,615.53	\$ 515,582.62	\$ 24,967.09	5.09%
Bond Fund	\$ -	\$ -	\$ -	\$ -	0.00%
Special Building Fund	\$ 232,716.89	\$ 234,472.13	\$ 240,060.24	\$ 5,588.11	2.38%
Food Nutritional Fund	\$ 83,402.67	\$ 36,173.35	\$ 65,924.08	\$ 29,750.73	82.24%
Activities Fund	<u>\$ 255,736.79</u>	<u>\$ 279,992.57</u>	<u>\$ 292,692.15</u>	<u>\$ 12,699.58</u>	<u>4.54%</u>
<b>Totals</b>	\$ 5,054,222.74	\$ 5,300,759.00	\$ 6,176,190.52	\$ 875,431.52	16.52%
<b>Total Reserve</b>	\$ 4,482,366.39	\$ 4,750,120.95	\$ 5,577,514.05	\$ 827,393.10	17.42%

7/1/2024

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

<u>Fund Summary</u>	<u>Amount</u>
Depreciation Fund	\$ 456,114.42
District MMA	\$ 1,047,349.39
Site & Building	<u>\$ 112,950.73</u>
Total	\$ 1,616,414.54

<u>Certificate Number</u>	<u>Fund</u>	<u>Account Name</u>	<u>Time</u>	<u>Interest Rate</u>	<u>Last Maturity</u>	<u>Maturity Date</u>	<u>Current Amount</u>
126886	Site & Building	Building Fund 1	12 Months	5.5100%	10/19/2023	10/19/2024	\$ 112,950.73
126887	Depreciation	Deprecation #5	12 Months	5.5100%	10/19/2023	10/19/2024	\$ 163,586.64
126888	Depreciation	Deprecation #3	12 Months	5.5100%	10/19/2023	10/19/2024	\$ 292,527.78
126889	Depreciation	Deprecation #4	12 Months	1.0000%	10/19/2020	10/19/2023	\$ -
2100007235	MMA	MMA CD	10 Months	5.6600%	6/30/2023	4/30/2024	\$ 750,000.00
600006873	District MMA	OHS CD	12 MONTHS	4.6200%	2/14/2023	2/14/2024	<u>\$ 297,349.39</u>
Total							\$ 1,616,414.54

Checking Account ID:

<u>Check Number</u>	<u>Check Date</u>	<u>102</u> <u>Cleared</u>	<u>Check</u> <u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
7440	06/05/2024		AMYBAR2267	AMY BARNES	58.00
7441	06/05/2024		FLATWA	FLATWATER FOOD & AUTOMOTIVE, LLC	143.21
7442	06/13/2024		DASSTATE	DAS STATE ACCOUNTING - CENTRAL FINANCE	267.63
7443	06/13/2024		FLATWA	FLATWATER FOOD & AUTOMOTIVE, LLC	188.84
7444	06/20/2024		MUIRHEADA	MUIRHEAD AGENCY	40.00
7445	06/20/2024		SARAHN	SARAH NEBEN	118.11
7446	06/20/2024		USBANK	US BANK	4,080.28
7447	06/20/2024		FLATWA	FLATWATER FOOD & AUTOMOTIVE, LLC	193.06
7448	06/28/2024		WALMARTC	CAPITOL ONE	62.91
Check Type Total:			Void Total:	0.00	Total without Voids: <u>5,152.04</u>

**ACTIVITY ACCOUNT 2023-2024**

<u>Date</u>	<u>Disbursements</u>	<u>Receipts</u>	<u>Profit/Loss</u>	<u>Ending Balance</u>
Aug. 2023	\$ 17,728.73	\$ 94,691.37	\$ 76,962.64	\$ 340,423.36
Sept.	\$ 19,153.71	\$ 23,356.72	\$ 4,203.01	\$ 347,485.63
Oct.	\$ 16,700.00	\$ 31,360.89	\$ 14,660.89	\$ 362,146.22
Nov.	\$ 22,867.05	\$ 21,433.73	\$ (1,433.32)	\$ 360,712.90
Dec.	\$ 20,667.78	\$ 19,948.58	\$ (719.20)	\$ 356,461.09
Jan.	\$ 21,624.05	\$ 13,529.49	\$ (8,094.56)	\$ 348,366.53
Feb.	\$ 22,667.54	\$ 23,529.30	\$ 861.76	\$ 349,228.29
March	\$ 36,716.29	\$ 8,886.51	\$ (27,829.78)	\$ 321,398.54
April	\$ 41,741.41	\$ 14,906.49	\$ (26,834.92)	\$ 293,753.62
May	\$ 38,833.38	\$ 41,119.81	\$ 2,286.43	\$ 303,040.50
June	\$ 25,922.43	\$ 15,574.54	\$ (10,347.89)	\$ 292,692.15
July	\$ -	\$ -	\$ -	\$ -
Aug-23	\$ -	\$ -	\$ -	\$ -
Fiscal Year	\$ 266,893.64	\$ 213,646.06	\$ (53,247.58)	
School Year	\$ 284,622.37	\$ 308,337.43	\$ 23,715.06	

Checking Account ID:

5

Check Typ Automatic Payment

Check Number	Check Date	Void Date	Entity ID	Entity Name	Amount
15	06/28/2024		TASC	TASC	3,625.00
Check Type Total:		Void Total:		0.00	Total without ` 3,625.00

Checking Account ID:

5

Check Typ Check

Check Number	Check Date	Void Date	Entity ID	Entity Name	Amount
18480	06/05/2024		ROAMING	ROAMING GREENS MINI-GOLF CO	399.84
18481	06/05/2024		NCA3679	NEBRASKA COACHES ASSOCIATION	25.00
18482	06/05/2024		NSAA	NSAA	1,320.00
18483	06/05/2024		CASH	CASH	540.00
18484	06/05/2024		DIVAS2775	DIVAS AT KEARNEY FLORAL CO.	576.75
18485	06/05/2024		MATTJEF	JEFFREY MATTHEWS	105.95
18486	06/05/2024		ISITEAM	ISI TEAM CAMPS	403.00
18487	06/05/2024		SOREMEG	MEGAN SORENSON	115.00
18488	06/06/2024		MINDENGIR	MINDEN GIRL'S BASKETBALL	250.00
18489	06/11/2024		NEKIDNEY	NE KIDNEY ASSOCIATION	50.00
18490	06/11/2024		LOOMISPUB	LOOMIS PUBLIC SCHOOL	600.00
18491	06/11/2024		MARISOL	MARISOL GONZALEZ	280.00
18492	06/12/2024		SIGNPRO	SIGN PRO	164.50
18493	06/12/2024		CLASSICSP	CLASSIC SPORTSWEAR & AWARDS	271.02
18494	06/13/2024		TAILWIND	TAILWIND POLE VAULT CLUB	240.00
18495	06/13/2024		NCA3679	NEBRASKA COACHES ASSOCIATION	25.00
18496	06/13/2024		HOBBY	HOBBY LOBBY	35.56
18497	06/13/2024		AMAZON	AMAZON CAPITAL SERVICES	355.77
18498	06/13/2024		CASHWA	CASH-WA DISTRIBUTING	220.40
18499	06/13/2024		PLUMCR	PLUM CREEK MARKET	42.80
18500	06/17/2024		USBANK	US BANK	6,412.92
18501	06/18/2024		STUDENTAS	STUDENT ASSURANCE SERVICES	713.25
18502	06/18/2024		CHESTER	CHESTERMAN CO.	132.50
18503	06/18/2024		BSNSPORTS	BSN SPORTS LLC	1,034.30
18504	06/18/2024		EDGERTONE	EDGERTON EXPLORIT CENTER	296.00
18505	06/20/2024		FUTURESTA	FUTURE STARS CAMP	100.00
18506	06/20/2024		TAILWIND	TAILWIND POLE VAULT CLUB	560.00
18507	06/20/2024		SCHOOLHEAL	SCHOOL HEALTH CORP.	493.37
18508	06/24/2024		LOOMISPUB	LOOMIS PUBLIC SCHOOL	100.00
18509	06/24/2024		KEVINL	KEVIN LUTHER	100.00
18510	06/24/2024		DRAKEB	DRAKE BRAND	400.00
18511	06/24/2024		YANDAS	YANDA'S MUSIC & PRO AUDIO	2,580.00
18512	06/25/2024		FAITHB	FAITH BECKER	1,300.00
18513	06/27/2024		NATFFA	NATIONAL FFA ORGANIZATION	118.50
18514	06/27/2024		COURTYARD	COURTYARD BY MARRIOTT	1,836.00
18515	06/28/2024		NCA3679	NEBRASKA COACHES ASSOCIATION	100.00

Void Total:                      ## Total without ` 25,922.43

Fund: 05

Chart of Account	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance
	ATHLETICS FUND BALANCE	66,582.30	13,638.42	5,295.35	58,239.23
05 704 2109	SENIOR CLASS OF 2024	1,598.54	576.75	0.00	1,021.79
05 704 2110	JUNIOR CLASS OF 2024	1,641.16	0.00	0.00	1,641.16
05 704 2111	SOPHMORE CLASS OF 2024	3,714.79	0.00	0.00	3,714.79
05 704 2112	FRESHMAN GRADE CLASS OF 2024	4,684.42	0.00	0.00	4,684.42
05 704 2113	8TH GRADE CLASS OF 2024	4,285.81	0.00	0.00	4,285.81
05 704 2114	7TH GRADE CLASS 2024	6,360.40	0.00	0.00	6,360.40
05 704 3010	YEARBOOK	1,662.88	105.95	0.00	1,556.93
05 704 3011	BBB CLUB	2,084.77	600.00	0.00	1,484.77
05 704 3020	CHEERLEADING	2,720.87	964.80	3,881.24	5,637.31
05 704 3025	DANCE TEAM	4,009.21	1,300.00	1,300.00	4,009.21
05 704 3030	CONCESSIONS	(2,323.80)	352.90	0.00	(2,676.70)
05 704 3041	FB CLUB	3,174.18	200.00	0.00	2,974.18
05 704 3042	PEE WEE FOOTBALL CLUB	305.52	0.00	0.00	305.52
05 704 3043	PEE WEE WR CLUB	1,997.75	0.00	0.00	1,997.75
05 704 3048	FFA CLUB	1,167.07	118.50	0.00	1,048.57
05 704 3049	FBLA	550.46	0.00	0.00	550.46
05 704 3050	FCCLA	8,431.81	0.00	0.00	8,431.81
05 704 3051	GBB CLUB	1,664.67	584.62	0.00	1,080.05
05 704 3060	HONOR SOCIETY	218.90	0.00	7.00	225.90
05 704 3070	MUSIC	(96.47)	0.00	0.00	(96.47)
05 704 3090	SCHOOL PLAY	1,118.95	0.00	0.00	1,118.95
05 704 3100	SHOP	2,146.34	0.00	0.00	2,146.34
05 704 3110	STAFF LOUNGE	4,945.54	0.00	0.00	4,945.54
05 704 3120	STUDENT COUNCIL	474.76	0.00	409.35	884.11
05 704 3121	VB CLUB	5,183.12	275.00	0.00	4,908.12
05 704 3122	WR CLUB	1,419.13	403.00	0.00	1,016.13
05 704 3123	TRACK CLUB	583.71	0.00	0.00	583.71
05 704 3124	CROSS COUNTRY	450.28	0.00	0.00	450.28
05 704 3125	GREENHOUSE PROJECT	1,977.81	0.00	226.50	2,204.31
05 704 3126	GOLF CLUB	(1,413.45)	(98.35)	194.86	(1,120.24)
05 704 4000	MISC/ACT. DEPOSITS	6,200.00	0.00	0.00	6,200.00
05 704 4010	GENERAL/125 PLAN	75,900.52	6,205.00	4,260.24	73,955.76
05 704 4015	EHA	2,621.47	0.00	0.00	2,621.47
05 704 4020	SITE	2,403.33	0.00	0.00	2,403.33
05 704 4025	SUMMER READING PROGRAM	1,178.73	695.84	0.00	482.89
05 704 4030	REVOLVING/COCA COLA SCHOLARSHIP	364.34	0.00	0.00	364.34
05 704 4035	ACTIVITY SPECIAL FUNDS ACCOUNT	62,707.52	0.00	0.00	62,707.52
05 704 4037	IPADS	13,096.08	0.00	0.00	13,096.08
05 704 4040	GRANT \$	445.58	0.00	0.00	445.58
05 704 4070	FELLOWSHIP OF CHRISTIAN ATHLETES	6,000.79	0.00	0.00	6,000.79
05 704 4080	CIRCLE OF FRIENDS (1) ELEMENTARY	255.29	0.00	0.00	255.29
05 704 4081	CIRCLE OF FRIENDS (2) SECONDARY	22.78	0.00	0.00	22.78
05 704 4090	SCHOOL STORE	522.18	0.00	0.00	522.18
Fund Total:		303,040.04	25,922.43	15,574.54	292,692.15



## **Hot Lunch Financial Report**

Balance :

6/1/2024 \$ 70,592.81

### **Reiepts:**

Meal Sales		\$ 549.00
Summer Food Program		\$ -
Fed. Reimbursement	May	\$ 7,215.63
State Reimbursement	May	\$ -
Loans to Program		\$ -
Other Local Misc		\$ 19.00
Transfer from General		\$ -

Total receipts \$ 7,783.63

Balance & Receipts \$ 78,376.44

### **Disbursements**

Food		\$ 3,524.28
Salaries	June	\$ 4,998.83
Benefits	June	\$ 2,684.58
Other Expenses		\$ 1,128.18
Pre K, Ala Carte, Juice, Catering		\$ 116.49
Loan Repayment		

Total Disbursements: \$ 12,452.36

Balance

6/30/2024 \$ 65,924.08

	9/1/2009A	B	C	D	E	F	G	H	I
759									
760	Food Program 2023-2024								
761	<u>Date</u>	<u>Lunch Meals</u>	<u>Breakfast Meals</u>	<u>Summer Food</u>	<u>Disbursements</u>	<u>Receipts</u>	<u>Profit/Loss</u>	<u>Days Served</u>	<u>Balance</u>
762	Aug-23	3075	887	0	\$ 13,520.39	\$ 47,837.40	\$ 34,317.01	16	\$ 78,630.12
763	Sept.	3532	1309	0	\$ 20,899.18	\$ 18,100.69	\$ (2,798.49)	17	\$ 75,831.63
764	Oct.	4038	1471	0	\$ 18,633.45	\$ 19,974.32	\$ 1,340.87	20	\$ 77,172.50
765	Nov.	3029	1205	0	\$ 22,412.07	\$ 20,300.30	\$ (2,111.77)	16	\$ 75,153.12
766	Dec.	2982	911	0	\$ 16,424.02	\$ 16,015.06	\$ (408.96)	15	\$ 74,857.77
767	Jan.	3394	1053	0	\$ 16,167.89	\$ 14,662.99	\$ (1,504.90)	18	\$ 73,145.97
768	Feb.	3338	1084	0	\$ 20,515.19	\$ 18,138.59	\$ (2,376.60)	17	\$ 70,769.37
769	March	3246	1093	0	\$ 17,872.69	\$ 27,928.58	\$ 10,055.89	17	\$ 80,872.69
770	April	3663	1203	0	\$ 18,885.78	\$ 15,475.57	\$ (3,410.21)	20	\$ 77,415.05
771	May	1990	448	0	\$ 23,220.14	\$ 16,397.90	\$ (6,822.24)	12	\$ 70,592.81
772	June	1290	1490	0	\$ 12,452.36	\$ 7,783.63	\$ (4,668.73)	16	\$ 65,924.08
773	July	0	0	0	\$ -	\$ -	\$ -	0	\$ -
774	Aug-20	0	0	-	\$ -	\$ -	\$ -	0	\$ -
775	Fiscal Year	0	0		\$ 187,482.77	\$ 174,777.63	\$ 21,611.87	0	\$ -
776	School Year				\$ 201,003.16	\$ 222,615.03	\$ 21,611.87	0	\$ -
777	Totals	33577	12154	0				184.00	
778	All Meals	45731							
779									

Checking Account ID:		6	Check		
<u>Check Number</u>	<u>Check Date</u>		<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
5221	06/12/2024		HILAND	HILAND DAIRY	713.40
5222	06/12/2024		CASHWA	CASH-WA DISTRIBUTING	1,827.95
5223	06/12/2024		USFOOD	US FOODS	1,793.51
5224	06/17/2024		EGAN	EGAN SUPPLY	407.10
5225	06/17/2024		USBANK	US BANK	26.99
Check Type Total:			Void Total:	0.00	4,768.95
Checking Account Total:			Void Total:	0.00	4,768.95
			Void Total:	##	4,768.95

	<b>2023-2024</b>								
	<u>Free Lunch</u>	<u>Reduced Lunch</u>	<u>Full Pay Lunch</u>	<u>Free Breakfast</u>	<u>Reduced Breakfast</u>	<u>Full Pay Breakfast</u>	<u>Coivd Free Breakfast</u>	<u>Covid Free Lunch</u>	<u>Totals</u>
July	0	0	0	0	0	0	0	0	0
June	1290	0	0	1490	0	0	0	0	2780
May	836	242	912	255	82	111	0	0	2438
April	1446	492	1725	570	213	420	0	0	4866
March	1265	421	1560	518	185	390	0	0	4339
February	1308	420	1610	514	196	374	0	0	4422
January	1378	420	1596	517	184	352	0	0	4447
December	1185	347	1450	465	156	290	0	0	3893
November	1224	50	1455	486	218	401	0	0	3834
October	1657	478	1903	731	268	472	0	0	5509
September	1451	533	1881	790	249	569	0	0	5473
August	<u>1251</u>	<u>384</u>	<u>1440</u>	<u>470</u>	<u>153</u>	<u>264</u>	<u>0</u>	<u>0</u>	<u>3962</u>
Totals	14291	3787	15532	6806	1904	3643	0	0	45963

	<b>2022-2023</b>						<b>Summer</b>		
	<u>Free Lunch</u>	<u>Reduced Lunch</u>	<u>Full Pay Lunch</u>	<u>Free Breakfast</u>	<u>Reduced Breakfast</u>	<u>Full Pay Breakfast</u>	<u>Coivd Free Breakfast</u>	<u>Covid Free Lunch</u>	<u>Totals</u>
July	0	0	0	0	0	0	0	0	0
June	1648	0	0	1387	0	0	0	0	3035
May	964	334	1157	471	123	264	0	0	3313
April	1232	425	1444	596	172	440	0	0	4309
March	1669	579	2009	833	245	596	0	0	5931
February	1457	521	1717	735	220	513	0	0	5163
January	1360	465	1707	610	160	395	0	0	4697
December	1225	411	1534	567	148	392	0	0	4277
November	1221	395	1497	692	183	437	0	0	4425
October	1474	517	1905	744	233	465	0	0	5338
September	1451	533	1881	790	249	569	0	0	5473
August	<u>1110</u>	<u>374</u>	<u>1473</u>	<u>457</u>	<u>153</u>	<u>355</u>	<u>0</u>	<u>0</u>	<u>3922</u>
Totals	14811	4554	16324	7882	1886	4426	0	0	49883



**--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --**  
Nebraska Rural Community Schools Association

**STATE LEGISLATIVE ADVOCACY**

NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents/ESU Administrators and 6 Board of Education members from member schools/ESUs.

**RURAL ADVOCACY**

NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska. Other groups do a great job of representing their members, but at times cannot take a stand as they represent both very large and smaller districts. NRCSA is not necessarily tied down along those lines.

**SUPERINTENDENT SEARCHES**

NRCSA's Superintendent and Principal Search Services are conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.

**PLANNING WORKSHOPS**

The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.

**NATIONAL ADVOCACY**

NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.

**PRINCIPAL SEARCHES**

During the 2022-23 year, NRCSA added a Principal Search service. NRCSA consultants will work with the Superintendent to conduct a search for Principal candidates.

**COMMUNICATIONS**

NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is [www.nrca.net](http://www.nrca.net). NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook ([www.facebook.com/nrcsahome](http://www.facebook.com/nrcsahome)).

**SPRING CONFERENCE**

NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.

**TEACHER SCHOLARSHIPS**

New for this year, NRCSA provides six \$1,000 scholarship to employees of member districts/ESUs who are working to attain teacher certification either through a recognized "para to teacher" program such as offered by the state colleges or a transitional program such as offered by UNK.

**DISTRICT MEETINGS**

Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis.

**US BANK ONE CARD PROGRAM**

NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.

**NRCSA AWARDS**

NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.

**NRCSA EXECUTIVE BOARD**

The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.

**NRCSA SCHOLARSHIPS**

NRCSA annually awards 20 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers. NRCSA also presents two \$2,000 Gary Fisher Scholarships to high school seniors going into the fine arts.

**EXCESS EQUIPMENT CLEARINGHOUSE**

A free service to member districts and ESUs is the opportunity to post items for sale to all other members. Items such as vehicles, scoreboards, weight equipment, school furniture, and text books have been posted on behalf of members.

**NEBRASKANS UNITED**

NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.

**NEW LEAF TELETHERAPY**

Beginning with the 2023-24 school year, NRCSA has partnered with New Leaf to provide another tool in helping to provide Mental Health teletherapy services for their staff and students.

**LEADERSHIP OPPORTUNITIES**

Each year there are over 70 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents/ESU Administrators.

**EDUCATION ASSOCIATIONS  
COALITION**

NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.

**NATIONAL RURAL EDUCATION  
ASSOCIATION**

NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, serves as NRCSA's Federal Legislative Liaison.

**RURAL TEACHER SHORTAGE**

NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College, and Peru State College in this work.

"QUALITY RURAL SCHOOLS"

Nebraska Rural Community Schools Association 440 S. 13th St, Suite B, Lincoln, NE 68508

		Overton Public School				
		Staff Training Plan				
		2024-2025 School Year				
Training	Staff	Training Provider	Method of Delivery	Estimated Time	Timeframe	Confirmation
Title IX	All Staff	KSB School Law	On-Line	30 Minutes	Required Annually	KSB
Dating Violence	Staff Deemed Appropriate	SafeSchools Training	On-Line	20 Minutes	Not Required Annually	SafeSchools
Concussion Awareness	Coaches or Sponsors of Teams	SafeSchools Training	On-Line	16 Minutes	Not Required but Recommended	SafeSchools
Van Transportation	All Staff Transporting Students in Non-Bus Vehicles	UNK	On-Line	120 Minutes	Required Annually	Superintendent
Behavioral and Mental Health Training (Suicide)	All Staff	SafeSchools Training	On-Line	39 Minutes	Required Annually	SafeSchools
Slips/Trips/and Falls	All Staff by Departments	SafeSchools Training	On-Line	17 Minutes Refresher	Required Annually	SafeSchools
First Aid/AED/Emergency Responder	All Staff	School Nurse - Required Certification	In-Person	120 Minutes Refresher	Required Every Two Years	Superintendent
504 Training	All Staff	KSB School Law - PowerPoint	On-Line	30 Minutes	Required Annually	Superintendent
Bullying Recognition and Response (Staff and Students)	All staff	SafeSchools Training	On-Line	25 Minutes Refresher	Required Annually	SafeSchools
Bullying Recognition and Response (Staff and Students)	All staff	SafeSchools Training	On-Line	50 Minutes Full-Course	Required Annually	SafeSchools
Other Training as Needed	Staff Deemed Appropriate	SafeSchools Training	On-Line	TBA	As Deemed Necessary	TBA



June 11, 2024

Administrator  
Overton Public Schools  
PO Box 310  
Overton, NE 68863

RE: 2024/2025 Accreditation

Dear Administrator,

On June 7, 2024, the State Board of Education voted to grant accreditation to Overton Public Schools for the period July 1, 2024, through June 30, 2025. This action is based upon records indicating that Overton Public Schools operated in compliance with Title 92, *Nebraska Administrative Code*, Chapter 10 (Rule 10), *Regulations and Procedures for the Accreditation of Schools*. This action confers upon your school system the legal right to fulfill provisions of the compulsory education law.

We have appreciated the cooperation you have extended to us during the past year in the continued efforts to provide a quality education to Nebraska students.

Sincerely,

Decua Jean-Baptiste Ed. D.  
Director of Accreditation  
Office of Accreditation, Certification, & Approval  
Nebraska Department of Education



# Certificate of Accreditation

The Nebraska Department of Education

Recognizes

**Overton Public Schools**

AS AN ACCREDITED SCHOOL  
FOR THE SCHOOL YEAR 2024-2025

BY THE OFFICIAL ACTION OF THE STATE BOARD OF EDUCATION

A handwritten signature in black ink, reading "Brian L. Maher", written over a horizontal line.

Dr. Brian L. Maher  
Commissioner of Education

A handwritten signature in black ink, reading "Deborah A. Frison", written over a horizontal line.

Deborah A. Frison, Ed.D.  
Deputy Commissioner of Education