

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. Principals Reports
 - 5.1.1. Elementary Report
 - 5.1.2. MS/HS Report
 - 5.2. Superintendent's Report
 - 5.3. Board Reports
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Approval of the Previous Meeting's Minutes
 - 6.1.2. Treasurer's Report
 - 6.1.3. Payment of general fund claims in the amount of \$311,869.20
 - 6.2. Consider, discuss and take all necessary action on ESU 7 Special Education Services contract for 2016-17.
 - 6.3. Consider, discuss and take all necessary action on request for local substitute approval for Kiley MacKenzie Carey.
 - 6.4. Consider, discuss, and approve suspending the two reading policy and to adopt updated numbers for accepting option enrollment students in Board Policy 5006 Appendix.
 - 6.5. Consider, discuss, and approve suspending the two reading policy and to adopt updated Equal Employee Opportunity (EEO) Policy 4002.
 - 6.6. Consider, discuss, and approve suspending the two reading policy and to adopt updated Anti-Harassment Policy 1200.
 - 6.7. Consider, discuss, and approve suspending the two reading policy and to adopt updated Equal Opportunity Policy 5401.
 - 6.8. Consider, discuss, and approve suspending the two reading policy and to adopt updated Employee Anti-discrimination Policy 4003.
 - 6.9. Consider, discuss, and approve suspending the two reading policy and to adopt updated Appendixes 4003a and 4003b.
 - 6.10. Consider, discuss and take all necessary action on hiring Mrs. Lisa Boucher as the new school counselor for the 2016-17 school year.
 - 6.11. Consider, discuss and take all necessary action on renewal of NASB Online Policies and Negotiations contract.

- 6.12. Consider, discuss and take all necessary action on Garratt/Callahan Boiler treatment contract.
- 6.13. Consider, discuss and take all necessary action to approve Control Services HVAC Contract for 2016-17.
- 6.14. Consider, discuss and take all necessary action on Control Services proposal to upgrade controls on High School HVAC units.
7. Discussion Items
 - 7.1. Discuss classified salary raises.
 - 7.2. Executive session
8. Next Meeting Dates and Times
 - 8.1. Regular meeting on April 11, 2016, 6:00PM at the Osceola Middle/High School Media Center.
9. Adjournment

Superintendent's March Report Items

1. Approve ESU7 Special Service Contract for 2016-17.
2. Take action on supporting Kiley MacKenzie Carey as a local substitute teacher for the district.
3. Approve option enrollment numbers for 2016-17 school year in policy 5006 appendix.
4. Take action on updating Board policies 4002, 4003, 4003a, 4003b, 1200, and 5401 to meet proper legal requirements.
5. Hire Mrs. Lisa Boucher as the new school counselor for the 2016-17 school year
6. Renew HVAC contract with Control Services.
7. Take action on HVAC controls update from Control Services.
8. Renew Boiler Treatment agreement.
9. Renew North Star Software agreement with NASB.
10. Classified compensation proposals attached for future discussion. .
11. Staff evaluations will be completed by end of March and we are not considering any non renewals.
12. Discuss options proposed by state legislators on reducing property tax reliance
13. Does the revised TRANE contract meet everyone's approval?

2016-17 Negotiations Information

School District	ESU	Superintendent or District Contact	e-mail of Superintendent or District Contact	settled?	1516 base	1617 base	Change from 1516 to 1617	Health Insurance deductible	Dental Plan	% Ins. Prem. Pd. By District	% Increase	Salary Schedule VxH	Teacher Contract Length
Lincoln Public Schools		Robbie Seybert	rseybert@lps.org	yes	\$41,731	\$42,831	\$1,100		80% A & B, 50% C		3.1800		191
Omaha Public Schools		Mark Evans	mark.evans@ops.org	yes	\$38,849	\$40,000	\$1,151		80% A&B, 50% C	see rpt.			190
Walthill	01	Ed Stansberry	estansbe@esu1.org	yes	\$37,605	\$38,357	\$752		80% A & B, 50% C	100%		4 x 4	185
Winnebago	01	Dan Fehringer	dfehringer@winnebago.k12.or.us	yes	\$37,058	\$38,170	\$1,112	\$600	80% A & B, 50% C	100%		4 x 4	185
Millard	03	Chad Meisgeier	cmeisgeier@mpsomaha.org	yes	\$36,785	\$37,555	\$770	750/\$3100		100%	3.0000	n/a	192
Homer	01	Cheryll Malcom	cmalcom@homerknights.org	yes	\$36,400	\$37,250	\$850	\$1,150	80% A & B, 50% C	EE only	3.7500	4 x 4	185
Howells-Dodge	07	Jeff Walburn	jwalburn@hdcjags.org	yes	\$35,500	\$36,500	\$1,000		n/a	stipnd	3.6800	4 x 4	185
ESU 05	05	Jan Reimer	jreimer@esu5.org	yes	\$35,649	\$36,435	\$786	750/\$165	PO 80%A&B 50%	\$925	3.0000	4 x 5	185
Raymond Central	02	Paul Hull	phull@rcentral.org	yes	\$35,375	\$36,300	\$925	\$900	PO 80%A&B 50%	100%	4.4000	4 x 5	186
Arlington	03	Lynn Johnson	lynn.johnson@apseagles.com	yes	\$35,325	\$36,025	\$700	900/\$350	80% A & B, 50% C	100%	3.8100	4 x 5	185
Columbus	07	Troy Loeffelholz	loeffelholz@discoverers.org	yes	\$35,440	\$35,880	\$440	900/\$2,000	PO 80%A&B 50%	\$655/mc	3.2500	4.7 x 5	188
Heartland	06	Brad Best	bbest@heartlandschools.net	yes	\$35,333	\$35,833	\$500	\$900	80% A & B, 50% C	100%	2.8100	4 x 4	185
Norfolk	08	Bill Robinson	billrobinson@npsne.org	yes	\$35,115	\$35,770	\$655		80% A & B, 50% C	100%	3.5000	4.5 x 4.5	186
Norris	06	John Skretta	john.skretta@nsdtitans.org	yes	\$35,260	\$35,760	\$500	900/\$350	80% A & B, 50% C	100%	3.7600	4 x 5	187+
Palmyra	04	Rob Hanger	hanger.rob@districtor1.net	yes	\$34,950	\$35,700	\$750	\$900	PO 80%A&B 50%	100%	3.2100	4 x 4	185
High Plains	07	Brian Tonniges	btonniges@hpcstorm.org	yes	\$34,825	\$35,675	\$850	\$900	80%AB	100%	4.0800	4 x 4.5	185
ESU 08	08	Bill Mowinkel	bmowinkel@esu8.org	yes	\$34,700	\$35,500	\$800	600/\$350	80% A & B, 50% C	100/mc	3.0300	4 x 5	185
Louisville	03	Andrew Farber	afarber@lpslions.org	yes	\$34,890	\$35,390	\$500	\$600	80% A & B, 50% C	100%	2.9300	5 x 3	185
Papillion-La Vista	03	Renee Hyde	rhyde@paplv.org	yes	\$35,000	\$35,365	\$365	900/\$350	80% A & B, 50% C		3.5000	4.5 x 4	190
McCool Jct.	06	Curtis Cogswell	ccogswell@mcjmustangs.org	yes	\$34,535	\$35,285	\$750	\$900	80% A & B, 50% C	100%		4 x 4	184
Minden	11	Melissa Wheelock	melissa.wheelock@minde.org	yes	\$34,300	\$35,150	\$850	\$900	80% A & B, 50% C	100%	3.8400	4 x 5	185
Syracuse-Dunbar-Av	04	Brad Buller	bbuller@esu6.org	yes	\$34,350	\$34,959	\$609				3.0800	5 x 5	185
Adams Central	09	Shawn Scott	shawn.scott@adams-central.com	yes	\$34,150	\$34,900	\$750	900/\$350	PPO 100%ABC	100%	3.3400	4.5 x 4.5	184
Bancroft-Rosalie	02	Jon Cerny	jcerny@esu2.org	yes	\$33,750	\$34,750	\$1,000	\$900	PO 80%A&B 50%	100%	4.3800	4 x 4	185
Dorchester	06	Mitch Kubicek	mkubicek@esu6.org	yes	\$33,750	\$34,750	\$1,000	900/\$350	AB, 50% C	100%	4.6600	4 X 4	185
ESU 10	10	Wayne Bell	wbell@esu10.org	yes	\$33,700	\$34,700	\$1,000	\$900	AB,50%C, 75% of F	100%	4.3600	4.75 x 4	185
Bruning-Davenport	05	Trudy Clark	tclark@bdstorm.org	yes	\$33,980	\$34,660	\$680	900/\$350	80%ABC	100%		4 x 4	184
Sioux County	13	Brett Gies	bgies@siouxcountyschools.org	yes	\$33,350	\$34,650	\$1,300	\$500	PO 80%A&B 50%	100%	4.0000	4x4	175
Yutan	02	Stan Hendricks	stan.hendricks@esu2.org	yes	\$33,587	\$34,595	\$1,008	\$900		100%	4.8100	4 x 4	185
Hampton	09	Holly Herzberg	hherzberg@hamptonhawks.us	yes	\$33,700	\$34,500	\$800	900/\$350	80% A & B, 50% C	100%	4.2000	4 x 4	185
Osceola	07	Steve Rinehart	srinehart@esu7.org	yes	\$33,600	\$34,450	\$850	\$900	PO 80%A&B 50%	100%		4 x 4.5	185
Scribner-Snyder	02	Ginger Meyer	gingermeyer@esu2.org	yes	\$33,525	\$34,425	\$900	\$750	80% A & B, 50% C	100%	2.9900	4 x 5	185
Stanton Community	08	Michael Sieh	msieh@esu8.org	yes	\$33,450	\$34,400	\$950		PPO 80%A&B 50%	100%		4 x 5	186
Johnson County Cent	04	Jack Moles	jack.moles@jccentral.org	yes	\$34,075	\$34,375	\$300	\$900	100% ABC	100%		4 x 5	185
Sutton	09	Dana Wiseman	dwiseman@spsne.org	yes	\$33,750	\$34,375	\$625	900/\$350	100% ABC	100%		4 x 5	184
Holdrege	11	Todd Hilyard	todd.hilyard@dusters.org	yes	\$33,250	\$34,350	\$1,100	900/\$350	80% A & B, 50% C	100%		4.5 x 4.5	185
Humboldt-Table Roc	04	Sherri Edmundson	SherriEdmundson@htrtitans.org	yes	\$33,925	\$34,350	\$425		80% A & B, 50% C	100%		4 x 4	185
Blue Hill	09	Joe'l Ruybalid	jruiybalid@esu9.org	yes	\$33,350	\$34,300	\$950	\$900		100%	2.8000	4 x 4	185
Central Valley (Gree	10	Amy Malander	amalander@centralvps.org	yes	\$32,300	\$34,300	\$2,000	\$900	80% A & B, 50% C	100%		4 x 5	185
Douglas County Wes	03	Melissa Poloncic	mpoloncic@dwest.org	yes	\$33,700	\$34,300	\$600	900/\$200	PO 80%A&B 50%	\$755/mo	3.3000	4 x 4	185
Exeter-Milligan	06	Paul Sheffield	psheffie@emwolves.net	yes	\$33,475	\$34,300	\$825		80% A & B, 50% C	100%		4 x 4	185
Ponca	01	Joan Reznicek	jreznice@esu1.org	yes	\$33,400	\$34,275	\$875	750/\$310	80% A & B, 50% C	93%		4 x 4	185
Tri County	05	Randy Schlueter	randy.schlueter@tricity.org	yes	\$33,275	\$34,275	\$1,000	900/\$350	80% A & B, 50% C	100%	3.2560	4 x 4	185
Gibbon	10	Larry Witt	larry.witt@gibbonpublic.com	yes	\$33,350	\$34,250	\$900	\$900	80% A & B, 50% C	100%	4.1500	4 x 5	185
Crete	06	Kyle McGowan	kylem@creteschools.org	yes	\$33,645	\$34,245	\$600	750/\$310	80% A & B, 50% C	100%	4.5500	4.5 x 4.5	186
Grand Island	10	Rob Winter	rwinter@gips.org	yes	\$33,600	\$34,210	\$610	750/\$165	PPO 80%A&B 50% C	00%EHED	Steps1-3(4x5)Steps4		187
Cross County	07	Brent Hollinger	bhollinger@esu7.org	yes	\$33,500	\$34,200	\$700	\$750	80% A & B, 50% C	100%	4.5100	4.5 x 4	185

2016-17 Negotiations Information

Humphrey Public	07	Greg Sjuts	gregsjuts@humphrey.esu7	yes	\$33,300	\$34,200	\$900	\$900	80% A & B, 50% C	100%	3.9800	4 x 4	185
Meridian	05	Randall Kort	rkort@meridianmustangs.org	yes	\$33,400	\$34,200	\$800	\$900	PO 80%A&B 50%	100%		4 x 4	185
Elmwood-Murdock	03	Dan Novak	dannovak@emknights.org	yes	\$33,350	\$34,175	\$825	\$900		100%		4 x 4	185
Doniphan-Trumbull	09	Kirk Russell	krussell@esu9.org	yes	\$33,250	\$34,150	\$900	\$900	PO 80%A&B 50%	100%	4.1539	4 x 5	185
Shickley	06	Bryce Jorgenson	bjorgenson@me.com	yes	\$33,650	\$34,150	\$500	900/\$3500		100%		4 x 4	185
Waverly	06	Bill Heimann	bill.heimann@district145.org	yes	\$33,700	\$34,145	\$445	\$900	80% A & B, 50% C	100%	3.0600	4 x 5	186
Falls City	04	Tim Heckenlively	theckenlively@fallscityps	yes	\$33,500	\$34,125	\$625	\$900	PO 80%A&B 50%	100%	2.2000	4 x 5	186
Clarkson	07	Rich Lemburg	rlemburg@clarkson.esu7.org	yes	\$33,000	\$34,100	\$1,100	\$1,250		100%	3.6000	4 x 4	184
Conestoga	03	Beth Johnsen	bjohnsen@conestogaps.or	yes	\$33,300	\$34,100	\$800	\$900	80% A & B, 50% C	100%		4 x 4	185
Dundy County Stratt	15	Jim Kent	jim@dcstigers.org	yes	\$33,800	\$34,100			80% A & B, 50% C	100%	2.0000	4 x 4	186
Johnson-Brock	04	Jeff Koehler	jeff.koehler@johnsonbroc	yes	\$33,100	\$34,100	\$1,000	\$900		100%		4 x 4	185
South Central USD #	09	Randy Gilson	rgilson@southcentralunifi	yes	\$33,400	\$34,100	\$700	900/\$3500	PO 80%A&B 50%	100%		4 x 5	185
Weeping Water	03	Ken Heinz	kheinz@weepingwaterps.	yes	\$33,200	\$34,100	\$900	\$900	80% A & B, 50% C	100%	4.3300	4 x 4	185
Scottsbluff	13	Rick Myles	rmyles@sbps.net	yes	\$33,620	\$34,095	\$475	\$900			4.4000	4.5 x 4.5	189
Kearney	10	Chris Nelson	chris.nelson@kearneypub	yes	\$33,485	\$34,065	\$580	750/\$1650	80% A & B, 50% C	\$233/mc	3.2500	4.5 x 4.5	185
Auburn	04	Kevin Reiman	kevin.reiman@apsbulldog	yes	\$33,200	\$34,050	\$850	750/\$3100	80% A & B, 50% C	100%	3.9900	4 x 5	181
Diller-Odell	05	Mike Meyerle	mmeyerle@dillerodell.org	yes	\$33,200	\$34,050	\$850	\$900	PO 80%A&B 50%	100%		4 X 4	185
Freeman	05	Randy Page	rpage@freemanschools.net	yes	\$33,250	\$34,050	\$800	900/\$3500	80% A & B, 50% C	100%	3.5700	4 x 4	185
Ord	10	Jason Alexander	jalexand@esu10.org	yes	\$33,400	\$34,050	\$650	\$900	PPO 100% A,B,C	100%	3.2900	5 x 4	185
Wayne	01	Mark Lenihan	malenih1@waynebluedevils.	yes	\$33,300	\$34,050	\$750	\$750		100%		4 x 5	185
Beatrice	05	John Brazell	jbrazell@bpsnebr.org	yes	\$33,525	\$34,025	\$500	see rpt.	80% A & B, 50% C	100%	3.3700	5 x 4	186
Fort Calhoun	03	Don Johnson	djohnson@esu3.org	yes	\$33,275	\$34,025	\$750	\$750	80% A & B, 50% C	100%	3.6200	4 x 5	187
David City	07	Chad Denker	denker@dcscouts.org	yes	\$33,500	\$34,000	\$500	900/\$3500	PO 80%A&B 50%	100%	3.7400	4 x 5	187
Elkhorn Valley	08	Keith Leckron	kleckron@esu8.org	yes	\$33,250	\$34,000	\$750	900/\$3100		100%		4 x 4.5	185
Giltner	09	Larry Lambert	llambert@giltnerschool.us	yes	\$33,100	\$34,000	\$900	\$900	PO 80%A&B 50%	100%	4.8700	4 x 4	185
Kenesaw	09	Robert Thompson	thompson@kenesawschoc	yes	\$33,000	\$34,000	\$1,000	\$900		100%		4 x 4	184
Leigh	07	Michael Montgomery	mmontgomery@esu7.org	yes	\$33,000	\$34,000	\$1,000	\$900	PO 80%A&B 50%	100%		4 x 4	185
Madison	08	Alan Ehlers	aehlers@esu8.org	yes	\$33,300	\$34,000	\$700	\$1,150	PO 80%A&B 50%	100%	3.4300	4 x 5	185
McCook	15	Rick Haney	rhaney@esu15.org	yes	\$33,360	\$34,000	\$640	900/\$3500	PO 80%A&B 50%	100%	3.8000	4.5x4.5/4	185
Ralston	03	Michael Rupprecht	mrupprecht@ralstonschoc	yes	\$33,450	\$34,000	\$550	900/\$3500	80% A & B, 50% C	1.25%-96%	4.2000	5 x 4	190
Schuyler	07	Dan Hoelsing	dhoelsing@esu7.org	yes	\$33,400	\$34,000	\$600	\$900		100%		4 x 5	185
Superior	09	Charles Isom	cisom@esu9.org	yes	\$33,485	\$34,000	\$515	900/\$3500	80% A & B, 50% C	100%		4 x 5	185
Winside	01	Michael Shoff	mshoff@winsidewildcats.	yes	\$33,300	\$34,000	\$700	\$900	PO 80%A&B 50%	100%	3.3400	4 x 4	185
Nebraska City	04	Jeff Edwards	jedwards@nebcityps.org	yes	\$33,675	\$33,975	\$300			100%	3.8400	4 x 5	188
Pawnee City	04	Darron Arlt	darlt@pawneecityschool.r	yes	\$33,375	\$33,975	\$600	\$900	80% A&B, 50% C	100%	3.9000	4 x 4	185
Fullerton	07	Jeff Anderson	janders@fullerton.esu7.or	yes	\$33,400	\$33,900	\$500	900/\$3500	PO 80%A&B 50%	100%	4.2700	4 x 5	185
Hartington-Newcastl	01	Corey Dahl	cdahl@esu1.org	yes	\$32,900	\$33,900	\$1,000			CIL	3.8300	4 x 4	185
Sidney	13	Jay Ehler	jay.ehler@raidermail.org	yes	\$33,700	\$33,900	\$200		80% A & B, 50% C	100%			
Silver Lake Public	09	Dan Polk	dpolk@esu9.org	yes		\$33,900		\$900	80% A & B, 50% C	100%		4 x 4	184
Chase County	15	Joey Lefdal	jlefdal@ccschools.cc	yes	\$33,500	\$33,850	\$350	\$1,150	PO 80%A&B 50%	100%	3.3200	4.5 x 4.5	184
Sterling	04	Ryan Knippelmeyer	rknippelmeyer@sterlingpubli	yes	\$33,000	\$33,850	\$850	\$900	PO 80%A&B 50%	100%		4 x 4	185
Fremont	2	Mark Shepard	mark.shepard@fpsmail.or	yes	\$33,071	\$33,839	\$768				3.6500	4.5 x 5	185
Boone Central	07	Cody Worrell	cworrell@boonecentral.es	yes	\$33,200	\$33,800	\$600			100%	4.2300	4 x 5	185
Broken Bow Schools	10	Tom Bailey	tom.bailey@bbps.org	yes	\$33,000	\$33,800	\$800	\$750	ABC, 50% D	100%		4.5 x 4.5	185
Cedar Bluffs	02	Harlan Ptomey	hptomey@esu2.org	yes	\$32,800	\$33,800	\$1,000	900/\$3500	PO 80%A&B 50%	100%	4.1200	4 x 4	185
Shelby-Rising City	07	Chip Kay	ckay@shelby.esu7.org	yes	\$33,200	\$33,800	\$600	900/\$3500	80% A & B, 50% C	100%		4 x 4.5	185
Gering	13	Bob Hastings	bhastings@geringschools.	yes	\$33,200	\$33,750	\$550			50%		4.5 x 4.5	186
Harvard	09	Michael Derr	mderr@esu9.org	yes	\$33,100	\$33,750	\$650	600/\$3500		100%	3.8500	4 x 4	185
Lakeview	07	Russ Freeman	rffreeman@esu7.org	yes	\$33,000	\$33,750	\$750		80% A & B, 50% C	100%	3.8100	4 x 5	185
Newman Grove	08	Mikal Shalikow	mshalikow@esu8.org	yes	\$32,800	\$33,702	\$902	\$1,150		100%		4 x 4	185
Kimball	13	Marshall Lewis	mlewis@kpslonghorns.org	yes	\$33,100	\$33,700	\$600	900/\$3500	PO 80%A&B 50%	100%		4 x 5	185

2016-17 Negotiations Information

Ravenna	10	Ken Schroeder	ken.schroeder@ravennabluej	yes	\$33,250	\$33,700	\$450	900/\$350	PO 80%A&B 50%	100%	3.0700	4 x 5	185
Palmer	07	Joel Bohlken	jbohlken@esu7.org	yes	\$32,685	\$33,685	\$1,000	\$600	80% A & B, 50% C	100%		4 x 4.5	183
Southern (Wymore)	05	Gene Haddix	ghaddix@southernschools	yes	\$33,057	\$33,657	\$600	\$900	80% A & B, 50% C	100%	3.7300	4 x 4	182
Allen Consolidated	01	Mike Pattee	mpattee@esu1.org	yes	\$32,950	\$33,650	\$700	\$900	80% A & B, 50% C	95%	4.1000	4 x 4	185
Battle Creek	08	Jay Bellar	jbellar@esu8.org	yes	\$32,900	\$33,650	\$750			100%		4 x 5	185
Bennington	03	Terry Haack	thaack@benmps.org	yes	\$33,150	\$33,650	\$500	\$900	100% ABC	100%	3.7500	4 x 5	186
Crofton	01	Corey Dahl	cdahl@esu1.org	yes	\$33,100	\$33,650	\$550	\$900	80% A & B, 50% C	100%	3.5400	4 x 4	185
Neligh-Oakdale	08	Bill Kuester	bkuester@nowarriors.org	yes	\$32,900	\$33,640	\$740	\$750		100%	4.0700	4 x 4	185
Plainview	08	Rich Alt	ralt@esu8.org	yes	\$33,000	\$33,625	\$625	\$900	80% A & B, 50% C	100%	3.6000	1.25 x 4.2	185
Ashland-Greenwood	02	Zach Kassebaum	Zach.Kassebaum@agps.o	yes	\$32,925	\$33,600	\$675	\$750	80% A & B, 50% C	100%		4 x 5	185
Axtell	11	Steve Wickham	steve.wickham@axtellwil	yes	\$32,800	\$33,600	\$800	900/\$350	80% A & B, 50% C	100%	4.5660	4 x 4.5	184
Creighton	01	Stephanie Peters	stpeters@esu1.org	yes	\$33,000	\$33,600	\$600	\$750		100%		4.5 x 4.5	185
ESU 16	16	Margene Beatty	mbeatty@esu16.org	yes	\$33,000	\$33,600	\$600	\$900	80% A & B, 50% C	100%		5 x 4	185
Valentine Communit	17	Jamie S Isom	jsisom@esu17.org	yes	\$33,150	\$33,600	\$450	\$950	PO 80%A&B 50%	100%	2.8500	4.5 x 4.5	185
West Holt	08	Paul Pistulka	paupistulka@westholt.org	yes	\$32,800	\$33,600	\$800	\$900		100%		4.25x4.25	184
Elkhorn	03	Steve Baker	sbaker@epsne.org	yes	\$32,840	\$33,590	\$750			100%	4.0000		190
Arthur County	16	Barry Schaeffer	barry.schaeffer@arthurcount	yes	\$32,700	\$33,550	\$850	\$1,150	80% A & B, 50% C	100%	5.9056	4 x 4	185
Banner County	13	Lana Sides	lsides71@gmail.com	yes	\$32,700	\$33,550	\$850	600/\$350	PO 80%A&B 50%	100%		4.5 x 4.5	183
ESU 01	01	Bob Uhing	buhing@esu1.org	yes	\$32,250	\$33,525	\$1,275	900/\$2000		70%			
Creek Valley	13	Ron Howard	ron.howard@cvsstorm.com	yes	\$32,750	\$33,500	\$750	\$750	80% A & B, 50% C	100%	2.2980	4.5 x 4.5	185
Hemingford	13	Casper Ningen	cningen@hemingfordscho	yes	\$32,900	\$33,500	\$600	\$500	100% ABC	100%		4.5 x 4.5	185
Osmond	08	Dave Hamm	dhamm@esu8.org	yes	\$32,850	\$33,500	\$650	\$900	80% A & B, 50% C	100%	3.7300	4 x 4	185
Southern Valley	11	Darren Tobey	darren.tobey@sveagles.or	yes	\$32,900	\$33,500	\$600	\$1,150	PO 80%A&B 50%	100%		4 x 4.75	183
Thayer Central	05	Drew Harris	drew.harris@thayercentra	yes	\$32,700	\$33,500	\$800	900/\$350	80% ABC, 50% D	100%	3.4500	5 x 4	184
Wahoo	02	Galen Boldt	gboldt@esu2.org	yes	\$32,700	\$33,500	\$800	900/\$350	80% A & B, 50% C	100%	4.2500	4 x 5	186
West Boyd Schools	08	Russ Lechtenberg	drl@westboyd.com	yes	\$32,500	\$33,500	\$1,000			100%		4 x 4	185
Wynot	01	Jeff Messersmith	jmessers@esu1.org	yes	\$32,750	\$33,500	\$750	900/\$350	80% A & B, 50% C	100%	3.9158	4 x 4	170
Springfield-Plattevie	03	Brett Richards	brichards@springfieldplat	yes	\$32,975	\$33,475	\$500	\$900	PO 80%A&B 50%	100%		5 x 3	187
Ainsworth	17	Darrell Peterson	dkpeters@esu17.org	yes	\$32,950	\$33,450	\$500	\$900	80% A & B, 50% C	100%	3.1900	4.5 x 4.5	185
Blair	03	Rex Pfeil	Rex.Pfeil@blairschools.or	yes	\$33,225	\$33,450	\$225	950/\$310	80% A & B, 50% C	100%	2.3971	4 x 5	186
Fairbury	05	Stephen Grizzle	sgrizzle@fairburyjeffs.org	yes	\$32,800	\$33,425	\$625		80% A&B	100%		4 x 5	185
Alma	11	Jon Davis	jon.davis@almacardinals.	yes	\$33,400	\$33,400	\$0	\$750	PO 80%A&B 50%	100%	3.5000	4 x 4.25	183
Loomis	11	Nicole Hardwick	nicole.hardwick@loomisv	yes	\$32,850	\$33,400	\$550	600/\$3500		100%	3.6600	4 x 4	183
Mitchell	13	Kathy Urbanek	kurbanek@mpstigers.com	yes	\$33,150	\$33,400	\$250			flat salar	2.3000	4.5 x 4.5	184
NE Unified Dist #1	08	Dale Martin	dmartin@esu8.org	yes	\$32,850	\$33,400	\$550	\$900		100%	3.3100	4 x 4	185
Niobrara	01	Margaret Sandoz	msandoz@esu1.org	yes	\$32,850	\$33,400	\$550	\$900		100%		4 x 4	185
West Point-Beemer	02	Bill McAllister	wmcallister@wpcadets.or	yes	\$33,000	\$33,400	\$400	\$750	80% A & B, 50% C	100%		4 x 5	185
Wisner-Pilger	02	Chad Boyer	cboyer@esu2.org	yes	\$32,700	\$33,400	\$700	\$750	PO 80%A&B 50%	100%	4.4200	4 x 5	185
Aurora	09	Damon McDonald	dmcDonald@4rhuskies.org	yes	\$32,575	\$33,350	\$775	\$900	80% A & B, 50% C	100%		5 x 5	185
Cambridge	11	Rob Gregory	robert.gregory@cambridgete	yes	\$33,100	\$33,350	\$250	900/\$350	80% A & B, 50% C	100%		4 x 4	185
Hayes Center	15	Phil Mahan	philip.mahan@hccardinal	yes	\$32,350	\$33,350			80% A & B, 50% C	100%		4 x 4.5	184
Lewiston	04	Rick Kentfield	rkentfield@lewistonschoo	yes	\$32,700	\$33,350	\$650	\$950	80% A & B, 50% C	100%		4 x 4	185
Ogallala	16	Carl Dietz	carl.dietz@esu16.org	yes	\$32,750	\$33,350	\$600	\$750	PPO 100% A,B,C	100%		5 x 4	185
Burwell	10	Dan Bird	danbird@burwellpublicsc	yes	\$32,550	\$33,300	\$750	\$900	80% A & B, 50% C	100%	3.3900		
Deshler	05	Al Meier	al.meier@deshlerdragons.	yes	\$32,800	\$33,300	\$500	900/\$350	PO 80%A&B 50%	100%	2.8000	4.5 x 4	182
Elgin	08	Dan Polk	dpolk@esu8.org	yes	\$32,500	\$33,300	\$800		80% A & B, 50% C	100%	2.5000	4 x 4.5	185
Mead	02	Dale Rawson	drawson@esu2.org	yes	\$32,300	\$33,300	\$1,000	\$900	80% A & B, 50% C	100%	4.4400	4 x 4	185
Medicine Valley	15	Alan Garey	agarey@medvalley.org	yes	\$32,500	\$33,300	\$800	\$600	80% A & B, 50% C	100%		4 x 4	184
Perkins County Scho	16	Phillip Picquet	phillip.picquet@perkinscc	yes	\$32,900	\$33,300	\$400	\$750	80% A&B	100%		4 x 4	184
Potter-Dix	13	Mike Williams	mike.williams@pdcoyotes	yes	\$33,000	\$33,300	\$300	\$900		100%	4.3700		
Randolph	01	Jeff Hoelsing	jhoelsing@esu1.org	yes	\$32,600	\$33,300	\$700	\$750	PO 80%A&B 50%	100%	3.4400	4 x 4	172

2016-17 Negotiations Information

Riverside (CdrRap/S	10	Joan Carraher	joan.carraher@riversideps	yes	\$32,400	\$33,300	\$900	\$750	80% AB	100%		4 x 4.5	184
Seward	06	Greg Barnes	greg.barnes@sewardschoc	yes	\$32,750	\$33,300	\$550	750/\$3100	80% A & B, 50% C	100%	4.0900	4 x 5	186
Wallace	16	Tom Sandberg	thsandberg@whscats.org	yes	\$32,625	\$33,300	\$675	600/\$3500	80% A & B, 50% C	100%	4.3600	4 x 4	183
Wausa	01	Bob Marks	bmarks@esu1.org	yes	\$32,550	\$33,300	\$750	\$950		100%		4 x 4	185
Hitchcock County	15	Mike Apple	mapple@hcfalcons.org	yes	\$32,750	\$33,250	\$500		PPO 80%A&B 50%	100%	3.4500	4 x 4	185
North Bend Central	02	Dan Endorf	dendorf@esu2.org	yes	\$32,750	\$33,250	\$500		PPO 80%A&B 50%	100%		4 x 5 mod	185
Southwest	15	Todd Porter	todd.porter@swpschools.c	yes	\$32,550	\$33,250	\$700	\$900	PO 80%A&B 50%	100%		4 x 4	183
Maxwell	16	Todd Rhodes	trhodes@maxwellschools.	yes	\$32,334	\$33,223	\$889	\$1,150	80% A & B, 50% C		2.5500	4 x 4	184
Stuart	08	Robert Hanzlik	rhanzlik@esu8.org	yes	\$32,569	\$33,221	\$652	\$900	80% AB	100%	5.2800	1.25 x 4.2	185
Gordon-Rushville	13	Lori Liggett	lori.liggett@grmustangs.o	yes	\$32,000	\$33,200	\$1,200	750/\$3100				4.5 x 4.5	185
Grand Island Northw	10	Matt Fisher	mfisher@ginorthwest.org	yes	\$32,300	\$33,200	\$900	900/\$3500	80% A & B, 50% C	100%	4.1600	4 x 5	185
Arapahoe	11	Charles Curnyn	charlie.curnyn@arapahoe	yes	\$32,550	\$33,150	\$600	900/\$3500	80% A & B, 50% C	100%	3.1500	4 x 4	184
Pender	01	Jason Dolliver	jadolli1@penderschools.o	yes	\$32,640	\$33,140	\$500	900/\$3500	PPO 100% A,B,C	100%	3.2800	4 x 5	185
Chadron	13	Caroline Winches	caroline.winchester@chad	yes	\$32,700	\$33,100	\$400	\$950	PO 80%A&B 50%	100%		4.5 x 4.5	185
Hastings	09	Craig Kautz	ckautz@esu9.org	yes	\$32,700	\$33,100	\$400	900/\$3500	80% A & B, 50% C		3.2800	4.5 x 4.5	186
Red Cloud	09	Brian Hof	bhof@esu9.org	yes	\$32,350	\$33,100	\$750	\$900	80% ABC, 50% D	100%		4 x 4	183
Wauneta-Palisade	15	Randy Geier	rgeier@esu15.org	yes	\$32,200	\$33,100	\$900	900/\$3500	80% A & B, 50% C	100%		4 x 5	184
Franklin	11	Candace Conratt	candace.conratt@fpsflyer	yes	\$32,675	\$33,075	\$400	900/\$3500	80% A & B, 50% C	100%	3.9279	4 x 5	185
Bayard	13	Travis Miller	travis.miller@bpstigers.or	yes	\$32,500	\$33,000	\$500	\$1,500	80% A & B, 50% C	100%	3.2800	4.5 X 4.5	185
Brady Public School	16	James McGown	jmcgown@bradyschools.org	yes	\$32,400	\$33,000	\$600	\$900	100% ABC	100%	1.8200	4 x 4	182
Eustis-Farnam	11	Steve Sampy	steve.sampy@efknights.o	yes	\$32,175	\$33,000	\$825	\$900		100%	3.8000	4 x 4	183
Friend	06	David Kraus	dkraus@bpsnebr.org	yes	\$32,420	\$33,000	\$580	\$900	80% A & B, 50% C	100%	3.7500	4.5 x 4	185
Keya Paha	17	Geraldine Erickson	gerickson17@esu17.org	yes	\$32,300	\$33,000	\$700	900/\$3500		100%	4.4590	1.25 x 4.2	184
Tekamah-Herman	02	Brandon Lavaley	blavaley@esu2.org	yes	\$32,050	\$32,950	\$900	\$900	80% A & B, 50% C	100%	4.4000		185
Chambers	08	Justin Frederick	jfrederick@esu8.org	yes	\$32,000	\$32,900	\$900	\$900	80% A & B, 50% C	100%	3.5090	4 x 4	184
Central City	07	Jeff Jensen	jjensen@centralcityps.org	yes	\$32,250	\$32,850	\$600	900/\$3500	PO 80%A&B 50%	100%	4.1400	4 X 5	185
Garden County	13	Paula Sissel	psissel@gceagles.org	yes	\$32,350	\$32,850	\$500			CIL		4.5 x 4.5	185
Rock County	17	Tom Becker	tbecker@esu17.org	yes	\$32,125	\$32,825	\$700	\$1,500	80% A & B, 50% C	100%	3.3626	1.25 x 4.2	182
Crawford	13	Richard Taedter	richard.taedter@cpsrams.c	yes	\$31,788	\$32,800	\$1,012			100%		4.5 x 4.5	183
Litchfield	10	Scott Maline	smaline@litchfieldps.org	yes	\$32,200	\$32,800	\$600	\$750	80% A & B, 50% C	100%	4.9000	4 x 5	185
Stapleton	16	Clayton Waddle	clayton.waddle@stapleton	yes	\$32,250	\$32,800	\$550	1500/\$3500	PPO 100% A,B,C	see rpt.	3.2900	4 x 5	tba
Pleasanton	10	Ron Wymore	rwymore@esu10.org	yes	\$32,000	\$32,725	\$725	900/\$3500		100%	3.5700	4 x 4.5	182
Anselmo-Merna	10	Jason Mundorf	jason.mundorf@amcoyote	yes	\$32,000	\$32,700	\$700	1500/\$3000	80% A & B, 50% C	100%	5.1000	4 x 4	184
Bertrand	11	Dennis Shipp	dennis.shipp@bertrandviking	yes	\$32,200	\$32,700	\$500	\$900		100%	3.4100	4 x 4	183
O'Neill	08	Amy Shane	amyshane@oneillschools.org	yes	\$31,700	\$32,700	\$1,000	1150/\$3500		100%	3.4400	4.5 x 4.5	185
St. Edward	07	Kevin Lyons	klyons@sted.esu7.org	yes	\$31,600	\$32,700	\$1,100	900/\$3500	PO 80%A&B 50%	100%	3.8000	4 x 4.5	184
Callaway	10	Dawn Lewis	dawnlewis@esu10.org	yes	\$31,750	\$32,600	\$850	900/\$3500	80% A & B, 50% C	100%		4 x 5	182
Elba	10	William Porter		yes	\$31,668	\$32,600	\$932	900/\$3500	80% ABC	100%		4 x 5	177
Loup County	10	Rusty Ruppert	wruppert@esu10.org	yes	\$31,675	\$32,600	\$925	\$900	80% A & B, 50% C	100%	4.0000	4 x 5	185
Mullen	16	Mark Sievering	mark.sievering@mullenpublicschoo		\$31,600	\$32,600	\$1,000	\$600	80% A & B, 50% C	100%	3.0800	4 x 5	183
Ansley	10	Dave Mroczek	dave.mroczek@esu10.org	yes	\$31,700	\$32,500	\$800	\$750	80% A & B, 50% C	100%		4 x 5	185
Elwood	11	Daren Hatch	daren.hatch@elwoodpirates.c	yes	\$32,250	\$32,500	\$250		100% ABC	100%	4.4500	4 x 4.25	184
Sargent	10	Rusty Ruppert	wruppert@esu10.org	yes	\$31,800	\$32,500	\$700	\$1,500	80% A & B, 50% C	100%	3.5800	4 x 5	185
Hershey	16	Jane Davis	jdavis@hpspanthers.org	yes	\$32,000	\$32,400	\$400	\$600	80%AB	100%	2.7000	5 x 4	185
Maywood School	15	Trent Benjamin	trent.benjamin@maywood	yes	\$31,700	\$32,400	\$700	\$900		100%		4.5 x 4.5	183
Hyannis Dist 11	16	Troy Unzicker	tunzicker@apschools.org	yes	\$31,500	\$32,300	\$800	\$900	80% A & B, 50% C	100%	3.6700	4 x 4	184
Shelton	10	Brian Redinger	bredinger@esu10.org	yes	\$31,250	\$32,000	\$750	\$900	100% ABC, 50% D	100%	3.9500	4 x 5	185
ESU 02	02	Ted DeTurk	tdeturk@esu2.org	yes	\$30,855	\$31,955	\$1,100		80% A & B, 50% C	100%	4.1600	4.5 x 4.5	185
Arcadia	10	Dave Mroczek	dave.mroczek@esu10.org	yes	\$31,054	\$31,900	\$846	750/\$1500	80% A & B, 50% C	100%	2.6400	4 x 5	185
Sandhills	10	Dale Hafer	dale.hafer@sandhillsknigh	yes	\$31,116	\$31,894	\$778	\$750	80% A & B, 50% C	100%	2.5000	4 x 5	186
Minatare	13	Tim Cody	supttimcody@gmail.com	yes	\$30,700	\$31,700	\$1,000	\$600	80% A & B, 50% C	100%	5.5900	4 x 5	183

2016-17 Negotiations Information

3/11/2016

Wheeler Central	08	Gary Klahn	gklahn@esu8.org	yes	\$30,050	\$31,550	\$1,500		PPO 80%A&B 50%	100%		4.5 x 4.5	185
Arnold	10	Dawn Lewis	dawnlewis@esu10.org	yes	\$30,650	\$31,400	\$750	600/\$350	80% A & B, 50% C	100%		4 x 5	182
ESU 03	03	Dan Schnoes	dschnoes@esu3.org	yes	\$30,552	\$30,946	\$394	\$950		see rpt.	4.0000	5 x 5	190
Alliance	13	Troy Unzicker	tunzicker@apschools.org	yes	\$30,050	\$30,900	\$850	\$1,150	80% A & B, C	stipend	2.0900	4.25 x 4.5	185
Sutherland	16	Dan Keyser	dkeyser@esu16.org	yes	\$30,100	\$30,700	\$600	\$900	80% ABC, 50% D	100%	3.3700	ompresse	184
SELECTED STATISTICAL INDICATORS OF REPORTED SETTLEMENTS FOR 2016-17													
			number of districts settled	204									
			low		\$30,050	\$30,700					1.8200		170
			average		\$33,112	\$33,834	\$723				3.6642		185
			median		\$33,000	\$33,650					3.6700		185
			high		\$41,731	\$42,831					5.9056		192
			midpoint info for negotiations		\$33,056	\$33,742					3.6671		185

Board of Education Regular Meeting
February 15, 2016 6:00PM
Middle School/High School Media Center

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Schleif called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Present Board Members:

Jennifer Boruch	Tom Schleif
John Kropatsch	Darin Sterup
Mike Neujahr	

Mrs. Jodie Roberts has given her resignation due to her new job position does not allow for an elected position.

Also present were Superintendent Rinehart, MS/HS Principal Maynard, Elementary Principal Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

No board members were absent.

3. Approval of Agenda

Motion Passed: To approve the agenda as written passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

4. Recognition of Visitors/Communications from the Public

4.1. Marvin Burbach from Control Services to demonstrate HVAC controls.

Mr. Marvin Burbach from Control Services, Inc. gave a demonstration to the Board about upgrading the HVAC controls. Currently the HVAC system is not working properly due to differences in the controls and the circuit boards. The circuit boards are outdated.

5. Reports

5.1. Principals Reports

5.1.1. Elementary Report

Elementary Principal/Activities Director Brett Webster gave his written and oral report about: NeSA writing tests and MAPs testing are completed; attendance of PTC was almost at 100%; Jump Rope for Heart started today (If \$2,500 is raised, Mr. Webster will kiss a pig!); and the first Transition Team meeting will take place on February 26th. This team will help transition students with needs to the next level of their academic life.

On the extra-curricular side of things: Girls Basketball starts sub-districts Tuesday, February 16th, at 7:30PM against Howells Dodge; Boys Basketball wraps up their regular season on Friday, February 19th, then play sub-districts Tuesday, February 23rd; and Little Kids Cheer Camp is scheduled for Friday, February 19th, with a performance at half time. Also, the Speech Team is doing very well, and the Polk County Spelling Bee will be held Tuesday, February 16th.

Congratulations to Macy Gustafson for scoring her 1000th point at the Saturday, February 13th, basketball game!

5.1.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: the development of job descriptions; the Advanced Ed visit agenda; the attendance of PTC was 60% for Middle School and 70% for High School; an upcoming Bryte Bytes survey; the NeSA C4L (Check for Learning) program; an update on MRSA and the protocol used; and the creation of a substitute teacher handbook.

5.2. Superintendent's Report

Superintendent Steve Rinehart gave his written and oral report about: the NRCSA Legislative Forums scheduled for Tuesday, February 16th, in Lincoln; the NRCSA Conference will be held March 17-18 in Kearney; the purchase of an automatic timing system for District Track; and interviewing candidates for school counselor/teacher will take place Saturday, February 20th. Also, Superintendent Rinehart reviewed Nebraska ADVISER Data Dashboard Early Adopter Program (EAP II). We have applied to be part of the ADVISER (Advanced Data Views Informing Student Education Response) dashboard which is designed for educators to combine multiple sets of data, near real-time, to inform and support effective instruction for every student.

5.3. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

Motion Passed: To approve the consent agenda passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$324,977.60

6.2. Consider, discuss and take all necessary action to accept the resignation Board Member Jodie Roberts effective immediately.

Motion Passed: To accept the resignation of Jodie Roberts as a board member and appoint John Kropatsch as the acting Board Treasurer passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

The Board and Administration would like to thank Mrs. Roberts for her service to the District and to let her know she will be missed.

6.3. Consider, discuss and take all necessary action to appoint a person to replace Mrs. Roberts' board position.

Motion Passed: To appoint Doug Rathjen as the new board member to replace Jodie Roberts passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.4. Consider, discuss and take all necessary action on school calendar for 2016-17.

Motion Passed: To approve the 2016-17 school calendar as proposed with the exception of moving Parent Teacher Conferences from February 13, 2017 to February 6, 2017 passed with a motion by John Kropatsch and a second by Mike Neujahr.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.5. Consider, discuss and take all necessary action on request for local substitute approval for Lauren Gustafson.

Motion Passed: To send a letter of support for Lauren Gustafson to NDE for a local substitute certificate passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.6. Consider, discuss and take all necessary action on joining NASB for 2016-17.

Motion Passed: To approve joining the Nebraska Association of School Boards (NASB) for the 2016-17 school year passed with a motion by Jennifer Boruch and a second by Mike Neujahr.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.7. Consider, discuss and take all necessary action on ESU 7 Core Services contract for 2016-17.

Motion Passed: To approve the ESU #7 2016-17 school year contract for services as presented passed with a motion by Mike Neujahr and a second by John Kropatsch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.8. Consider, discuss and take all necessary action to contract OT and PT services with G.I. Rehabilitation Services.

Motion Passed: To contract occupational and physical therapy services with Grand Island Rehabilitation Services for the 2016-2017 school year passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Abstain
Mike Neujahr	Yes		

6.9. Consider, discuss and take all necessary action to allow Friend to join the CRC.

Action item 6.9 "consider, discuss and take all necessary action to allow Friend to join the CRC" died to the lack of a motion.

6.10. Consider, discuss and take all necessary action on proposed teacher's negotiated agreement for 2016-17.

Motion Passed: To accept the proposed negotiated agreement for the 2016-17 school year passed with a motion by Darin Sterup and a second by Mike Neujahr.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.11. Discuss, consider and take all necessary action on details of Superintendent's contract.

Motion Passed: To offer a contract as proposed to Superintendent Rinehart for the 2016-17 school year passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.12. Consider, discuss and take all necessary action on Principal contracts.

Motion Passed: To approve proposed contracts to Principal Dale Maynard and Principal Brett Webster for the 2016-17 school year passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.13. Consider, discuss and take all necessary action on Control Services proposal to upgrade controls on High School HVAC units.

Action item 6.13 "consider, discuss and take all necessary action on Control Services proposal to upgrade controls on High School HVAC units" was tabled in order to gather more information.

6.14. Consider, discuss and take all necessary action on carpet bids.

Motion Passed: To accept the bid from Midwest Flooring for \$15,833.00 to replace carpet at the elementary and middle/high school buildings passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

6.15. Consider, discuss and take all necessary action on bids to replace steam piping over the summer at Jeffery Elementary.

Action item 6.15 "consider, discuss and take all necessary action on bids to replace steam piping over the summer at Jeffrey Elementary" was tabled due to needing more information.

7. Discussion Items

7.1. Discuss continued Jr. High coop with High Plains.

Superintendent Rinehart and the Board discussed continuing cooping Middle School sports with High Plains Community Schools. The past years have been very successful and at this stage the coop will continue at Middle School.

8. Next Meeting Dates and Times

8.1. Regular meeting March 14, 2016, 6:00PM at the Osceola Middle/High Media Center.

9. Adjournment

Motion Passed: To adjourn meeting at 8:57PM passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Tom Schleif	Yes
John Kropatsch	Yes	Darin Sterup	Yes
Mike Neujahr	Yes		

Respectfully submitted,
Debra D. Berry, Secretary Appointed

Board of Education Special Meeting
February 29, 2016 6:00 PM
Middle School/High School Media Center

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Schleif called the special meeting to order at 6:02 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Oath of Office for appointed board member Doug Rathjen.

Newly appointed board member, Doug Rathjen, took the Oath of Office.

2.3. Roll Call

Attendance Taken at 6:04 PM:

Present Board Members: Jennifer Boruch, John Kropatsch, Mike Neujahr, Doug Rathjen, Tom Schleif, Darin Sterup

2.4. Excuse Board Members Who Are Absent

All members were present.

3. Approval of Agenda

Motion Passed: Approval of the agenda as written passed with a motion by John Kropatsch and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Doug Rathjen	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

4. Action Items

4.1. Approval of the Previous Meeting's Minutes

Motion Passed: Approval of the February 15th meeting minutes as presented passed with a motion by Darin Sterup and a second by Mike Neujahr.

Jennifer Boruch	Yes	Doug Rathjen	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

4.2. Consider, discuss and take all necessary action on steam pipe replacement bids for elementary.

Motion Passed: Accept low bid from TRANE for \$125,000 to replace steam piping at the elementary during summer break with clarification that it includes removal and installation of the steam line passed with a motion by Darin Sterup and a second by Doug Rathjen.

Jennifer Boruch	Yes	Doug Rathjen	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

5. Next Meeting Dates and Times

5.1. Regular meeting March, 14th, 2016, 6:00 PM at the Osceola Middle/High School Library.

6. Adjournment

Motion Passed: Adjournment of the meeting at 6:29 p.m. passed with a motion by Doug Rathjen and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Doug Rathjen	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

Respectfully Submitted,
Steven A. Rinehart Superintendent

Board Report – Monthly

GENERAL FUND

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2016

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
29413	AUGUSTIN ELECTRIC	ELECTRICAL REPAIR	725.00
29414	AXIS CAPITAL, INC.	COPIER LEASE	189.23
29415	BIRCH TELECOM	LONG DISTANCE SERVICE	40.15
29416	BIRCH TELECOM	LONG DISTANCE SERVICE	4.34
29417	BUTLER COUNTY WELDING	SUPPLIES	73.95
29418	CENTRAL COMMUNITY COLLEGE	STUDENT CLASS	79.00
29419	CENTRAL NEBRASKA REHABILITATION SERVICES	PT/OT SERVICES	1,909.10
29420	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,089.00
29421	CONKLING, CHAD & BRANDI	REFUND ON PRESCHOOL TUITION	105.00
29422	CONTINUUM RETAIL ENERGY SERVICES, LLC	NATURAL GAS	3,073.65
29423	CONTROL SERVICES, INC.	STEAM PIPE REPAIRS	1,635.52
29424	EBSO INFORMATION SERVICES	PROFESSIONAL MAGAZINES	101.57
29425	ELECTRICAL ENGINEERING & EQUIPMENT CO.	LIGHT BALLASTS	70.62
29426	ESSENTIAL SCREENS	BACKGROUND CHECKS	72.00
29428	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	343.67
29429	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	6,466.11
29427	ESU #7	MAINTENANCE	8.75
29431	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	25.47
29432	FATHER FLANAGAN'S BOYS' HOME	EDUCATION SERVICES	7,423.38
29433	FEDEX	SHIPPING FEES FOR REPAIRS	26.19
29434	FRONTIER COOPERATIVE COMPANY	FUEL	1,708.93
29435	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	564.80
29436	HIRERIGHT, LLC	DRUG SCREENING	30.15
29437	J.W. PEPPER & SON, INC.	MUSIC	25.20
29439	JACKSON SERVICES, INC.	RUG SERVICE	249.09
29440	JONES, JEFF	COMPUTER CONSULTING AND REPAIRS	3,700.00
29441	MATHESON TRI-GAS, INC.	SUPPLIES	75.70
29442	MENTINK, JENA	MEAL REIMBURSEMENT	24.81
29443	NE ASSOCIATION OF SCHOOL BOARDS	NEW BOARD MEMBER WORKSHOP	285.00
29444	NE RURAL COMM SCHOOLS ASSN	LEGISLATIVE FORUM REGISTRATION FEE	80.00
29445	NEBRASKA SAFETY CENTER	BUS DRIVER TRAINING	75.00
29446	OFFICENET, INC.	SUPPLIES	356.73
29447	OPTUMHEALTH	FLEX PLAN FUNDING	150.00
29448	OSCEOLA PUBLIC SCHOOLS	PRESCHOOL MILKS	392.00
29449	PINNACLE BANK	LIBRARY BOOKS/SUPPLIES	2,611.77
29450	PINNACLE BANK	FUEL/ROOMS	158.66
29451	POLK COUNTY NEWS	PRINTING	154.42

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2016

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
29452	POLK COUNTY RPPD	ELECTRICITY	17,798.97
29453	PRAIRIE CREEK FAMILY MEDICINE	BUS DRIVER PHYSICAL	220.00
29454	PRESTO-X	PEST CONTROL	81.96
29455	PSAT 10	TEST BOOKLETS	15.00
29456	SCHMIT, DIANE	REIMB OF CLASSROOM SUPPLIES	75.80
29457	SPARQ DATA SOLUTIONS, INC.	ONLINE POLICY SUBSCRIPTION	2,000.00
29459	SUPPLYWORKS	CUSTODIAL SUPPLIES	149.42
29460	TECHEDU	SMART BOARDS	1,394.02
29461	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	271.87
29462	TRUCK CENTER COMPANIES	PARTS/LABOR/REPAIRS	961.84
29463	UNIVERSITY OF OREGON	DIBELS	118.00
29464	VERIZON WIRELESS	CELL SERVICE	37.51
29465	WINDSTREAM	TELEPHONE SERVICE	90.27
29466	WINDSTREAM	TELEPHONE SERVICE	228.89
29467	YORK ELEMENTARY SCHOOL	EARLY CHILDHOOD SUMMIT FEE	<u>50.00</u>
Checking Account Total:			57,597.51
<u>Checking</u>	1		
350	MG TRUST COMPANY	TSA PAYABLE	350.00
349	OPTUMHEALTH	FLEX PLAN FUNDING	<u>750.79</u>
Checking Account Total:			1,100.79
<u>Checking</u>	4		
1656	ADVANCE EDUCATION, INC.	EPROVE MAINTENANCE FEE	25.00
1642	BERINGER, JENNA	REFUND OF WIRE FEE	20.00
1640	BUILDERS SUPPLY	SUPPLIES	152.62
1641	CARNES, JOLA	REFUND OF WIRE FEE	20.00
1643	CERNY, PAUL	REIMB. OF TOOLBOX	20.26
1647	DOLLAR GENERAL	SUPPLIES	2.00
1653	ERICSON CASH HARDWARE	CEMENT	14.85
1651	KLEIN, DAVID	REFUND OF WIRE FEE	12.00
1646	PINNACLE BANK	TRACTOR PART/BOOKS	170.98
1644	PINNACLE BANK	SUPPLIES	50.00
1649	PINNACLE BANK	BUS LICENSE	37.66
1652	POSTMASTER	NEWSLETTER POSTAGE	79.23
1639	RALLY AUTO PARTS	TRACTOR BATTERY	109.00
1655	THOMPSON CO., INC., THE	SUPPLIES	102.90
1654	TOTALFUNDS BY HASLER	POSTAGE	700.00
1657	WINDSTREAM	DISTANCE LEARNING SERVICE	<u>25.57</u>
Checking Account Total:			<u>1,740.17</u>
TOTAL CHECKS & PREPAIDS			60,438.47
TOTAL PAYROLL			<u>251,430.73</u>
GRAND TOTAL			<u>311,869.20</u>



2563 44th Ave. • Columbus, NE 68601

402.564.0815 • FAX 402.563.1121

Website: www.esu7.org

Email: dmettler@esu7.org

Darus Mettler, SPED Director

2/23/16

To: ESU7 Superintendents

From: Darus Mettler

Re: 2016-2017 Special Education Service Contracts

Attached, you should find your 2016-2017 Projections and Service Agreement. Please take a look at these documents. At your request, I have made these available to you before your March Board of Education meetings. These projected amounts are based off current year budget and staffing plus a 5% increase; so they are subject to some change. Should you have any questions, please let me know.

Please sign the agreement and return to Megan Kassing at the ESU7 Special Education office by March 25, 2016. Thank you so much.

Darus



AGREEMENT

CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this 29th day of February by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and Osceola hereinafter called "District".

WITNESSETH:

- 1. That the Serving Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district's budget preparation.**
- 2. That the Serving Agency does hereby agree it will furnish to the District the following described special education services as follows:**
- 3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).**
- 4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child's progress.**
- 5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.**
- 6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 2016-2017 commencing no earlier than August 01, 2016 and ending no later than July 31, 2017.**
- 7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.**
- 8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.**
- 9. In the event that school district's programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense,**

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reallocating staff, and other resources within the bounds of the law and as the ESU 7 may in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

10. If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service.

11. The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency.

12. It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

13. It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **March 23, 2016** The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

Signatures:

_____	3-1-2016
District Board Representative	Date
_____	_____
Servicing Agency Representative	Date

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))

Darus Mettler
 SPED Director
 Office: (402) 564-0815
 Fax: (402) 563-1121
 Email: dmettler@esu7.org

ESU 7

Educational Service Unit 7

Special Education Department
 2563 44th Avenue
 Columbus, NE 68601

The mission of ESU 7 is to provide leadership and services supporting the improvement of learning and teaching.

Projections for ESU 7 Services 2016-2017

This document outlines the services your district has projected with ESU 7 for 16-17 school year.

School District: **OSCEOLA**

Date: **2/29/16**

Completed by ESU 7

Service	FTE				Monthly Billing	Yearly Billing
	0-2	3-5	Elem.	Sec.		
SPEECH					\$0.00	\$0.00
SPEECH TECHNICIAN					\$0.00	\$0.00
CEN7TER	Days Per Year				\$4,504.50	\$45,045.00
	273					
RESOURCE COACH	Days Per Year				\$0.00	\$0.00
PSYCHOLOGY					\$0.00	\$0.00
EARLY INTERVENTION	0.02	0.39			\$4,886.51	\$48,865.15
VISION/O&M			0.01		\$164.95	\$1,649.51
OMA					\$0.00	\$0.00
PARA					\$0.00	\$0.00
DEAF EDUCATION					\$0.00	\$0.00
TRANSITION				0.03	\$399.87	\$3,998.71
PROGRAM SUPERVISION					\$796.47	\$7,964.67
TOTAL					\$10,752.30	\$107,523.03

If you have any questions or concerns regarding this information, please call Darus. Thanks.

Projected Monthly/Yearly totals are based on 5% budget increase. After budget approval, new ACTUAL SERVICE FTE CONTRACT will be provided to the School Districts.

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and,

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

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

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

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

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

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____.

The following members voted against the same: _____.

The following members were absent or not voting: _____.

The Resolution having been consented to and approved by more than a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, _____.

OSCEOLA PUBLIC SCHOOLS

By: _____
President

Attest: _____
Secretary

Appendix "1" to Option Enrollment Policy

The following is Appendix "1" to Policy 5006 for the 2016-2017 School Year. The Board of Education hereby sets forth the maximum number of option students for the 2016-2017 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has "0" as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	24	20	4
First	24	21	3
Second	24	23	1
Third	24	17	7
Fourth	24	15	9
Fifth	24	21	3
Building Capacity, Elementary	144	117	27
Level I Elem. Special Education	15	17	0
Level II Elem. Special Education	3	5	0
Level III Elem. Special Education	1	2	0
Sixth	28	19	9
Seventh	28	19	9
Eighth	28	18	10
Building Capacity, Middle School Attendance Center	84	56	29
Level I MS Special Education	6	2	4
Level II MS Special Education	3	4	0
Level III MS Special Education	1	1	0
Ninth	28	14	14
Tenth	28	18	10
Eleventh	28	21	7
Twelfth	28	21	7
Building Capacity, Sr. High School Attendance Center	112	74	38
Level I HS Special Education	6	2	4
Level II Sr. HS Special Education	3	0	3
Level III Sr. HS Special Education	1	2	0

Personnel - All EmployeesEqual Opportunity Employment

It is the policy of Osceola Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

| Date of Adoption: ~~August 10, 2015~~[Insert Date]

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There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Date of Adoption: March 14, 2016

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of Osceola Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Osceola Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Osceola Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** Osceola Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Osceola Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Osceola Public Schools.
- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.

| Date of Adoption: [August 10, 2015](#)[Insert Date]

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of Osceola Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Osceola Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Osceola Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

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Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Osceola Public Schools.
- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.

Date of Adoption: March 14, 2016

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Osceola Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Osceola Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons haveperson has been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (---) --- --- ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (---) --- --- ([Email Address]).

Steven A. Rinehart, Superintendent, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 601 East 12th One Petticoat Lane, 1010 Walnut Street, Room 3533rd Floor, Suite 320, Kansas City, MO Missouri 64106, (800) 368-1019816 268-0550 (voice), Fax (816) 426-3686268-0599, (800) 537-7697877-8339 (telecommunications device for the deaf), or -ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**1. Purpose:**

The Osceola Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If

the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged

discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.

- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an “education record” under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: [August 10, 2015](#)[\[Insert Date\]](#)

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Osceola Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Osceola Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Steven A. Rinehart, Superintendent, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**1. Purpose:**

The Osceola Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

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The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply

with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and

relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary,

and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.

- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.

- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: March 14, 2016

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Osceola Public ~~School District~~Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination. ~~The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination should be addressed to said Coordinator.~~

The Osceola Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Steven A. Rinehart, Superintendent of Schools, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Preventing Prohibited Harassment and, Discrimination, and Retaliation of Employees and/or, Students and Others.**1. Purpose:**

The Osceola Public ~~School~~Schools is committed to offering employment and educational opportunity to its employees and students ~~based on ability and performance, in in~~ a climate free of discrimination. Accordingly, unlawful discrimination ~~or~~, harassment and retaliation of any kind by ~~administrators, teachers~~District employees, including, co-workers ~~or other persons~~, non-employees (such as volunteers), third parties, and others is strictly prohibited. ~~In addition, the Osceola Public School will try to protect employees or students and will not be tolerated.~~

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from ~~reported discrimination or~~

~~harassment by non-employees or others in the work place and an educational or work program or activity, including, but not limited to:~~

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment-, or

~~For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.~~

- ~~a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.~~

- ~~b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.~~

- ~~c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.~~

- ~~(i) Sexual harassment may exist when:~~

- ~~(a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);~~

- ~~(b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.~~

- ~~(c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.~~

- b. (ii) Sexual harassment may Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender specific traits, foul or obscene language or all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demearing jokes,
- e. Inappropriate gestures, displays of foul
- f. Graffiti or obscene printed inappropriate written or visual electronic material, and physical
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- a-d. Physical contact, such as touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance

2. Procedures:

_____a._____Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. **Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. **Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination—~~or~~, harassment or retaliation to their immediate supervisor or teacher. ~~However, if or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator).~~ If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student ~~is encouraged to go to the next level of supervision.~~ may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

_____b._____Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the

designated coordinator, even if that District employee or student's complaint is not resolved to is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her satisfaction options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within ~~five (5) to~~ **ten (10) working days**, ~~or if the discrimination or harassment continues, please report your complaint to the Superintendent of Osceola Public Schools. If a satisfactory arrangement cannot be~~ after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant.** Periodic status updates will be given to the parties, if necessary.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained through during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student

who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. *Level 2 (Appeal to the Superintendent of Osceola Public Schools, the complaint may be processed to):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. *Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

~~_____ c. _____ The supervisor, teacher or the Superintendent of Osceola Public Schools will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken. Under no circumstances will a supervisor or teacher threaten or retaliate against an employee or student for alleging a violation of this policy.~~

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.

- ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
- iii. Understand how and to whom to report any incidents of discrimination.
- iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
- v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to

report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate

and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each

building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: ~~December 13, 2010~~ _____ [Insert Date]

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Osceola Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Osceola Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Steven A. Rinehart, Superintendent of Schools, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**1. Purpose:**

The Osceola Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its

effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination,

including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an “education record” under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: March 14, 2016

Notice of Nondiscrimination

The Osceola Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons haveperson has been designated to handle inquiries regarding the non-discrimination policies:

~~Students: Steven A. Rinehart, Superintendent of Schools, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).~~

~~Employees and Others: Steven A. Rinehart, Superintendent of Schools, P.O. Box 198, Osceola, NE 68651 (402) 747-3121 (srinehart@esu7.org).~~

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th One Petticoat Lane, 1010 Walnut Street, Room 3533rd Floor, Suite 320, Kansas City, MO Missouri 64106, (800) 368-1019816) 268-0550 (voice), Fax (816) 426-3686268-0599, (800) 537-7697877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Adopted: August 10, 2015 [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

The Osceola Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Steven A. Rinehart, Superintendent, P.O. Box 198, Osceola, NE 68651 (402) 747-3121
(srinehart@esu7.org) Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

(2) Names of any witnesses to the matter being complained about: _____

(3) Identify and attach any document supporting the complaint: _____

(4) Confidentiality: I ___ do___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint):

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: _____ Signature: _____
Date: _____

Notice of Nondiscrimination

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Name: _____ Date: _____

(1) Description of the complaint: _____

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(2) Names of any witnesses to the matter being complained about: _____

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_____.

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Received by: _____ Signature: _____
Date: _____



SERVICE AGREEMENT

Beginning Date: _____ End Date: _____ Customer Number: _____
 Bill To: _____ Customer Site: _____

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:
 _____ DOLLARS \$ _____

Payable in _____ MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
 _____ DOLLARS \$ _____

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: _____ Date: _____

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended _____ additional year(s) at a _____ % increase per year.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____ GARRATT-CALLAHAN COMPANY _____

BY: _____ BY: _____
 (PRINTED NAME) (PRINTED NAME)

 (SIGNATURE/DATE) (SIGNATURE/DATE)

TITLE: _____ TITLE: _____



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



Invoice Payment Terms

Terms are net 30 days and prices do not include any applicable sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Note: The following exception applies:

International Sales Terms are letter of credit or wire transfer unless approved by the Burlingame Corporate Office.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.



Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified, any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Continuing Legal Compliance

Any provision of this Contract to the contrary notwithstanding, if Buyer determines, subsequent to the Execution Date of this Contract, that any of the terms of this Contract materially violate any provisions of state or federal law which, if enforced, would jeopardize the ability of Buyer to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of Buyer, or any entities which are affiliated with Buyer, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Buyer to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Buyer being in appropriate legal compliance, in Buyer's opinion. If the Parties are unable to timely agree on such terms, however, Buyer may terminate this Contract by delivering at least a thirty (30) day notice to Seller.



Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Termination Without Cause

Anything herein to the contrary notwithstanding, Buyer may terminate this agreement at anytime, without cause and without penalty, upon ninety (90) days prior written notice to G-C. If Buyer terminates this agreement for G-C's breach, or in accordance with this provision, G-C shall refund to Buyer, within ninety (90) days of the effective date of such termination, any prepaid but unearned fees paid to G-C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

SIGNATURE

DATE



Intelligent Building Environments

5712 South 85th Circle
Omaha, Nebraska 68127
(402) 339-4344

TO: Osceola Public Schools
Steve Rinehart
565 S. Kimmel Street
Osceola, NE 68651

DATE: March 4, 2016

SUBJECT: Maintenance Agreement Renewal

Dear Mr. Rinehart,

Control Services Inc. appreciates your continued confidence in us to perform preventive maintenance on your HVAC controls. It has been our pleasure providing you with a knowledgeable staff to take care of all of your HVAC needs. Our knowledgeable staff will continue to do the best job possible. We look forward to continuing our service with you in the future and hope we have met and/or surpassed all of your expectations of us. We hope the future brings continued success and new opportunities for the both of us.

This letter is a proposal to continue our Preventive Maintenance Agreement for the up coming year. The service contract renews on April, 1 2016. The annual price for our continued service will be \$9,835.00 (Nine Thousand Eight Hundred Thirty Five Dollars). The scope of the original contract will remain the same.

Again, we appreciate your business.

A handwritten signature in black ink that reads "Marv Burbach".

Marvin Burbach
Control Services Inc.
Service Sales
402-339-4344 ext 301
402-540-8822 cell
mburbach@controlservices.com

Osceola Public Schools

By:
Title: Steven A. Rinehart

Date: 3-10-2016