

Board of Education Regular Meeting

Monday, February 12, 2024 6:00 PM

Elm Creek Public Schools, room 810.
230 Calkins Avenue
Elm Creek, NE 68836-0490

1. Call to Order
2. Flag Salute
3. Open Meeting Act
 - 3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.
4. Roll Call
 - 4.1. - Excuse Absent Board Members
5. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

6. Consent Agenda
 - 6.1. Elm Creek Public Schools Mission Statement:
At Elm Creek Public Schools we will:
Be Kind
Be Respectful
Be Responsible
Be Trustworthy
Be Accountable
Be Honest
and Give Great Effort.
 - 6.2. Minutes
 - 6.3. Claims
 - 6.4. Treasurer's Report
7. Information Items
 - 7.1. Proposed 2024-2025 Calendar

Thank you calendar committee:
Katie Holland - Elementary
Jennifer Schopke - Elementary
Tanner Cavenee - MS/HS
Kris Tool - MS/HS
Micki Fries - MS/HS

Brandon Marquez - Principal

Terah Williams - Principal

7.2. Disposal of Surplus Items

7.3. Girls Wrestling

7.4. Fitness Facility Agreement

7.5. Jobs for America's Graduates Nebraska Agreement

7.6. Policies for Discussion

2005-Conflict of Interest

4043- Professional Boundaries and Appropriate Relationships Between Employees and Students

5052 - School Wellness Policy

7.7. Policies For Approval

4002- Drug Free Workplace

4003 - Drug Policy Regarding Drivers

4004 - Employment of Relatives, Domestic Partners and Significant Others.

4005 - Communication Between the Board and District Employees

4006 - Insurance

4007 - Personnel Records

4008 - Outside Employment

4009 - Restrictions on Employees Receiving Gratuities

4010- Inclement Weather

4011- Employee Leave under the FMLA

4011.1 Nebraska Family Medical Leave Act

4013 - Grievance Procedure

4016 - Jury Duty/Service as Witness in Court

4017 - Relations with Employee Collective Bargaining Associations

4018 - Corporal Punishment

4019 - Workplace Injury Prevention and Safety Committee

4020 - Ownership of Copyrighted Works

4022 - Certification and Endorsements

4023 - Professional Ethics

4024 - Teachers' Rights, Responsibilities and Duties

4025- Superintendent

8. Action Items

8.1. Adopt 2024-2025 Calendar

8.2. Approve Disposal of Surplus Items

8.3. Approve girls wrestling as an extra-curricular activity.

8.4. Approve Jobs for America's Graduates Nebraska Agreement

8.5. Approve use of Fitness Agreement and Fitness Facility Rules

8.6. Recognize KSB School Law as legal counsel for Elm Creek Public Schools.

8.7. Recognize FirstTier Bank as the depository for Elm Creek Public School funds.

8.8. Adopt Policies 4002- Drug Free Workplace, 4003 - Drug Policy, Regarding Drivers, 4004 - Employment of Relatives, Domestic Partners and Significant Others, 4005 -

Communication Between the Board and District Employees, 4006 - Insurance, 4007 - Personnel Records, 4008 - Outside Employment, 4009 - Restrictions on Employees Receiving Gratuities, 4010- Inclement Weather 4011- Employee Leave under the FMLA, 4011.1 Nebraska Family Medical Leave Act, 4013 - Grievance Procedure, 4016 - Jury Duty/Service as Witness in Court, 4017 - Relations with Employee Collective Bargaining Associations 4018 - Corporal Punishment, 4019 - Workplace Injury Prevention and Safety Committee, 4020 - Ownership of Copyrighted Works, 4022 - Certification and Endorsements, 4023 - Professional Ethics, 4024 - Teachers' Rights, Responsibilities and Duties, 4025- Superintendent

9. Reports

9.1. Superintendent's Report

9.1.1. Building Update

9.2. Principals' Report

9.2.1. Secondary Principal

Student Successes

9.2.2. Elementary Principal

Safety Team Update

Upcoming Professional Development

9.3. Board Committees

9.3.1. Meeting Dates

February 28

5:00 -Building, Grounds and Transportation

6:00 - Finance and Personnel

March 6

5:00 - Policy and Negotiations

6:00 - Curriculum and Technology

10. Next Regular Board Meeting

March 11 @ 6:00 PM

11. Adjournment

Board of Education Regular Meeting

Tuesday, January 9, 2024 6:00 PM

1. Call to Order

Meeting was called to order at 6:00 PM by Board President, Alicia Beavers.

2. Flag Salute

3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

4. Reorganization of the Board

4.1. Adjourn Sine Die

Adjourned Sine Die @ 6:00 PM

4.2. Election of President of the Board of Education for 2024

Morgan Fouts Nominated Alicia Beavers for Board President.

Nominated Alicia Beavers for President. This motion, made by Morgan Fouts and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

4.3. Convene the 2024 Board of Education

Motion to Reconvene Board Meeting at 6:01 PM to Re-Elected Board President Alicia Beavers.

This motion, made by JC Ourada and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

4.4. Election of Vice-President of Board of Education 2024

Nomination of Lynette Mitchell as the Board Vice-President.

Nominated Lynette Mitchell for Vice President. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

4.5. Election of Secretary of the Board of Education 2024

Nominate Cole Brodine for Secretary. This motion, made by Lynette Mitchell and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

5. Designation of Board of Education Treasurer

Morgan Fouts was appointed Board Treasurer by Board President Alicia Beavers.

6. Committee Structure for 2024

6.1. 2024-2025 Standing Committees

7. Roll Call

All Present

7.1. - Excuse Absent Board Members

8. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

No Citizens Comments.

9. Consent Agenda

Motion to Approve the Consent Agenda. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

Be Kind

Be Respectful

Be Responsible

Be Trustworthy

Be Accountable

Be Honest

and Give Great Effort.

9.2. Minutes

9.3. Claims

9.4. Treasurer's Report

10. Information Items

10.1. Superintendent Contract

11. Action Items

11.1. Recognize Beacon Observer as the official newspaper for Elm Creek Schools

Motion to recognize the Beacon Observer as the official newspaper for Elm Creek Schools. This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

11.2. Approve Superintendent's Contract

Move to approve a contract for Kim Beran to serve as Superintendent for Elm Creek Public Schools for the 2024-2025 school year. This motion, made by Hannah Hild and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

11.3. Approve a pay increase for support staff of 3.25% for the 2024-2025 school year.

Move to approve a pay increase for the support staff of 3.25 % for the 2024-2025 school year. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

11.4. Set the elementary principal's salary at \$99,235.00 for the 2024-2025 school year.

Move to set the Elementary Principal's salary at \$99,235 for the 2024-2025 school year. This motion, made by Cole Brodine and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

11.5. Set the 7-12 principal/Athletic Director's salary at \$106,832.00 for the 2024-2025 school year.

Move to set the 7-12 Principal/Athletic Director's salary at \$106,832 for the 2024-2025 school year. This motion, made by Morgan Fouts and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

12. Reports

12.1. Superintendent's Report

12.1.1. KSB Inservice on Special Education and IDEA Rights

12.2. Principals' Report

12.2.1. 7-12 Principal

gym floor

2nd semester update

12.2.2. PK-6 Principal

2nd semester update

12.3. Board Committees

12.3.1. January 10

5:00 Building Grounds and Transportation

6:00 Curriculum and Technology

13. Next Regular Board Meeting

February 12, 2024 @ 6:00 PM

14. Adjournment

Meeting was adjourned at 6:22 PM by Board President, Alicia Beavers.

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
19945	02/12/2024				AGLAND	AGLAND AUTO REPAIR	164.52
19946	02/12/2024				ALPHAREH	ALPHA REHABILITATION P.C.	1,517.11
19947	02/12/2024				BLACKHILLS	BLACK HILLS ENERGY	4,460.82
19948	02/12/2024				COACHM	COACH MASTERS	151.57
19949	02/12/2024				COLLEGE B	COLLEGE BOARD	7,061.79
19950	02/12/2024				CONDITION	CONDITIONED AIR MECHANICAL SYSTEMS	2,130.50
19951	02/12/2024				USBANK	CORPORATE PAYMENT SYSTEMS	5,184.27
19952	02/12/2024				COUNTRYC	COUNTRY CLINIC	185.00
19953	02/12/2024				COUNTYPL	COUNTY OF BUFFALO DIST R-105	1,587.10
19954	02/12/2024				EAKESOFF	EAKES OFFICE PRODUCTS	3,887.07
19955	02/12/2024				ECOLAB	ECOLAB PEST ELIMINATION	76.69
19956	02/12/2024				ESU10	EDUCATIONAL SERVICE UNIT 10	1,215.43
19957	02/12/2024				FOSTFAM	FOSTER'S FAMILY FOODS	108.61
19958	02/12/2024				GREATM	GREAT MINDS	105.00
19959	02/12/2024				GRISSB	BROOKE GRISS	24.53
19960	02/12/2024				HARRIS	HARRIS SCHOOL SOLUTIONS	98.05
19961	02/12/2024				HOMETOWN	HOMETOWN LEASING	1,320.00
19962	02/12/2024				ISS	INTEGRATED SECURITY SOLUTIONS	480.00
19963	02/12/2024				DISTRICT7	JANAE DAHLSTEDT DISTRICT #7 TREASURER	10,258.75
19964	02/12/2024				JOSTENS	JOSTENS	262.52
19965	02/12/2024				PEPPERJW	JW PEPPER	251.50
19966	02/12/2024				KELLYSA	KELLY'S SALES & AG SERVICE	2,258.84
19967	02/12/2024				KIDWELL	KIDWELL INC.	4,163.50
19968	02/12/2024				MARQUEZB	BRANDON MARQUEZ	404.01
19969	02/12/2024				LINWELD	MATHESON TRI GAS	229.52
19970	02/12/2024				MENARD430	MENARDS - KEARNEY	606.12
19971	02/12/2024				MOSTEKE	MOSTEK ELECTRIC, INC.	1,588.94
19972	02/12/2024				MRKINC	MRK, INC	400.00
19973	02/12/2024				NASB	NEBRASKA ASSN OF SCHOOL BOARDS	4,137.00
19974	02/12/2024				NPPD	NEBRASKA PUBLIC POWER DISTRICT	5,962.71
19975	02/12/2024				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
19976	02/12/2024				RAPIDF	RAPID FIRE PROTECTION INC.	465.48
19977	02/12/2024				RAVSAN	RAVENNA SANITATION LLC	902.82
19978	02/12/2024				ROCKS	ROCK SOLID RENTALS	183.33
19979	02/12/2024				SAHLING	SAHLING KENWORTH-KEARNEY	2,591.76
19980	02/12/2024				SPARTAN	SPARTAN COMMERCIAL ROOFING	943.00
19981	02/12/2024				STATENE	STATE OF NEBRASKA	354.53
19982	02/12/2024				VILLAGEE	VILLAGE OF ELM CREEK	857.70
19983	02/12/2024				VILLAGEU	VILLAGE UNIFORM	278.20
19984	02/12/2024				WEXBANK	WEX BANK	744.79
19985	02/12/2024				WICKJ	JOSH WICK	104.96
19986	02/12/2024				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00
19987	02/12/2024				YANDAS	YANDA'S MUSIC	389.73
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 68,277.77
Checking Account Total:		GENERAL			Void Total:	0.00	Total without Voids: 68,277.77
Grand Total:					Void Total:	0.00	Total without Voids: 68,277.77

Checking Account ID: BUILDING

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>		
10040	02/12/2024				BDCONST	BD CONSTRUCTION	67,566.19		
10041	02/12/2024				WILKINSA	WILKINS ARCHITECTURE DESIGN	863.46		
Check Type Total:			Check			Void Total:	0.00	Total without Voids:	68,429.65
Checking Account Total:			BUILDING			Void Total:	0.00	Total without Voids:	68,429.65
Grand Total:						Void Total:	0.00	Total without Voids:	68,429.65

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 12, 2024
 JANUARY 2024 FINANCIALS

GENERAL FUND - ACCT NO. 137766

BALANCE JANUARY 1, 2024		\$	226,212.18
RECEIPTS	BUFFALO COUNTY - TAXES	\$	556,705.57
	Dawson County	\$	6,976.08
	ESU 10-SUBPAY	\$	425.00
	FLOELL, ROBIN & KELLY - NPPD REIMBURSE	\$	94.74
	MCGRAW HILL (RETURNED BOOKS)	\$	600.91
	NASB PREMIUM ADJUSTMENT	\$	4,289.00
	PHELPS COUNTY	\$	372,823.59
	Preschool	\$	4,350.00
	STATE OF NEBRASKA - AID	\$	78,808.00
	STATE OF NEBRASKA - APPORTIONMENT	\$	49,873.53
	STATE OF NEBRASKA - IDEA	\$	871.00
	STATE OF NEBRASKA - MAAPS	\$	-
	STATE OF NEBRASKA - MIPS	\$	2,236.48
	STATE OF NEBRASKA - SA FFR '22-'23	\$	59,271.00
	TOTAL RECEIPTS	\$	1,137,324.90
AVAILABLE BALANCE		\$	1,363,537.08
DISBURSEMENTS:			
	BILLS PAID JANUARY 8, 2024	\$	41,739.58
	Payroll	\$	327,351.73
		\$	-
	TOTAL DISBURSEMENTS	\$	369,091.31
	BALANCE JANUARY 31, 2024	\$	994,445.77

DEPRECIATION FUND - ACCT NO 14832

ACCT 14832	BALANCE JANUARY 1, 2024	\$	269,534.29
	INTEREST	\$	-
	BALANCE JANUARY 31, 2024	\$	269,534.29
CD 7651 (ORIGINAL 31722)	BALANCE JANUARY 1, 2024	\$	513,790.96
	INTEREST	\$	7,184.87
	TRANSFER FROM GENERAL FUNDS	\$	-
	BALANCE JANUARY 31, 2024	\$	520,975.83
	DEPRECIATION BALANCE JANUARY 31, 2024	\$	790,510.12

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 12, 2024
 JANUARY 2024 FINANCIALS

<u>UNEMPLOYMENT CD #7655</u> (ORIGINAL 2232)	BALANCE JANUARY 1, 2024	\$ 11,650.45
	INTEREST	\$ 162.92
	BALANCE JANUARY 31, 2024	\$ 11,813.37
<u>BUILDING FUND</u>	BALANCE JANUARY 1, 2024	\$ 190,127.21
	BUFFALO COUNTY	\$ 11,816.79
	DAWSON COUNTY	\$ 148.15
	RECEIPTS - PHELPS COUNTY	\$ 7,850.44
	INTEREST	\$ 340.39
	BALANCE JANUARY 31, 2024	\$ 210,282.98
BOND FUND OPENED 01/01/2023	BALANCE JANUARY 1, 2024	\$ 8,789.11
	RECEIPTS- BUFFALO	\$ 122,342.23
	RECEIPTS-DAWSON CO	\$ 1,591.20
	PHELPS COUNTY	\$ 85,004.51
	BALANCE JANUARY 31, 2024	\$ 217,727.05
ELEM CONSTRUCTION (NLAF)	BALANCE JANUARY 1, 2024	\$ 1,191.41
	DIV REINVESTMENT	\$ 5.11
	BALANCE JANUARY 31, 2024	\$ 1,196.52
ELEM CONSTRUCTION (FIRSTIER)	BALANCE JANUARY 1, 2024	\$ 1,472,695.77
	JANUARY 2024 INTEREST EARNED	\$ 3,565.02
	INTEREST TO SWEEP ACCOUNT-DECEMBER	\$ (4,714.82)
	CSI INDUSTRIES	\$ (4,648.00)
	WILKINS ARCHITECTURE DESIGN	\$ (863.47)
	BD CONSTRUCTION	\$ (112,943.86)
	BALANCE JANUARY 31, 2024	\$ 1,353,090.64
SWEEP SAVINGS ACCOUNT	BALANCE JANUARY 1, 2024	\$ 172,948.12
	EARNED INTEREST ON ACCOUNT	\$ -
	INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$ 4,714.82
	BALANCE JANUARY 31, 2024	\$ 177,662.94

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 12, 2024
 JANUARY 2024 FINANCIALS

LUNCH FUND

<u>BALANCE JANUARY 1, 2024</u>	\$	21,310.53
<u>RECEIPTS</u>		
LUNCH SALES	\$	5,488.03
EFUND PAYMENTS	\$	929.30
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
TOTAL RECEIPTS	\$	6,417.33
AVAILABLE BALANCE	\$	27,727.86
<u>DISBURSEMENTS</u>		
Food/Groceries/Milk Etc.	\$	14,986.05
Supplies	\$	1,407.42
Miscellaneous (Reimbursements, Bank Fees)	\$	11.02
Payroll	\$	5,107.01
TOTAL DISBURSEMENTS	\$	21,511.50
BALANCE JANUARY 31, 2024	\$	6,216.36

FEBRUARY BILLS AS OF 2-8-24

BERNARD	\$	1,022.40
CASHWA (DEC AND JAN INVOICES)	\$	28,718.63
DOLLAR GENERAL	\$	30.83
FOSTERS	\$	148.66
HILAND (MILK)	\$	3,123.33
FEBRUARY PAYROLL (ESTIMATE)	\$	6,000.00
NE FOOD DISTRIBUTION PROGRAM	\$	120.04
VILLAGE UNIFORM (TOWELS ETC)	\$	148.36
	\$	39,312.25

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR FEBRUARY 12, 2024
 JANUARY 2024 FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

	BALANCE JANUARY 1, 2024	\$	67,070.39
RECEIPTS	ATHLETICS & ACTIVITIES	\$	32,713.22
	CLUB & CLASS ACCOUNTS	\$	1,058.00
	DISTRICT ACTIVITIES	\$	5,672.91
	NHS DONATION	\$	12,136.58
	TRANSFER FROM GENERAL	\$	-
	TOTAL RECEIPTS	\$	51,580.71
EXPENSES	ATHLETICS & ACTIVITIES	\$	21,803.30
	CLUB & CLASS ACCOUNTS	\$	3,213.85
	DISTRICT ACTIVITIES	\$	3,949.08
	TOTAL EXPENSES	\$	28,966.23
	BALANCE JANUARY 31, 2024	\$	89,684.87

Cash Flow Report

School District #9

Page: 1

02/09/2024

Processing Month

01/2024

User ID: LKJ

FUND NI Account		BEGINNING CASH 09/01/2023	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	449,017.95	2,703,614.84	(2,158,187.02)	994,445.77
02	DEPRECIATION	269,466.36	67.93	-	269,534.29
02	DEPRECIATION CD	506,705.17	14,270.66	-	520,975.83
03	EMPLOYEE BENEFIT	11,489.78	323.59	-	11,813.37
05	ACTIVITY FUND	84,573.22	175,735.54	(170,623.89)	89,684.87
06	NUTRITION FUND	48,786.44	85,050.12	(127,620.20)	6,216.36
07	BOND FUND	456,197.39	454,680.81	(693,151.15)	217,727.05
08	BUILDING FUND	185,634.55	69,648.43	(45,000.00)	210,282.98
08	EL BLDG FUND-NLAF	1,171.44	25.08	-	1,196.52
08	EL BLDG FUND-FIRSTIER	2,960,133.93	25,582.68	(1,632,625.97)	1,353,090.64
08	EL SWEEP ACCT (INTEREST)	147,416.10	30,246.84	-	177,662.94
		5,120,592.33	3,559,246.52	(4,827,208.23)	3,852,630.62

Elm Creek Public Schools Calendar

2024-2025 School Year

	Open House
	PreSchool Start and End Dates
	Parent /Teacher Conference
	School Event, No School
	Vacation - No School
	First Day of the Quarter
	Last day of the Quarter
	Teacher Work Day
	Graduation
	Last Day for Seniors
	JH/HS in session/No School Elementary

Elementary, Junior High & High School
Monday - Friday 8:00am - 3:25pm

Pre School
Monday - Thursday AM 7:45am - 11:15am
Monday - Thursday PM 11:50am - 3:25pm

Student Days		Teacher Days	
Qtr 1	45	Qtr 1	49
Qtr 2	43	Qtr 2	45
Sem 1	88	Sem 1	94
Qtr 3	43	Qtr 3	45
Qtr 4	41	Qtr 4	43
Sem 2	84	Sem 2	88
Total	172	Total	182

Love **BLUE.**
Live **GOLD.**



August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17 S / 20 T

- 5th-New Teacher Orientation
- 5th-7th No School-Teacher Work Day
- 7th- Open House No School-Teacher Work Day
- 8th First Day of School/First Day of Quarter
- 14th First Day of Pre-K

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

19 S / 20 T

- 2nd No School-Labor Day
- 11th PT Conference
- 18th PT Conferences
- 20th No School-Teacher Work Day

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 S / 21 T

- 11th Last Day of First Quarter
- 14th 2nd Quarter Starts
- 17th-18th No School Fall Break

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

17 S / 18 T

- 4th-Teacher Work Day
- 27th -29th No School Thanksgiving Break

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

14 S / 15 T

- 19th Last Day of 2nd Qtr/1st Sem 1:30 Dismissal
- 20th Teacher Work Day
- 23rd-27th Holiday Break-No School
- 30th-31st Holiday Break-No School

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 S / 19 T

- 1st-3rd Holiday Break-No School
- 6th Teacher Work Day
- 7th 3rd Quarter Starts
- 17th EC Wrestling Invite- No School

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

18 S / 19 T

- 12th & 19th PT Conferences
- 20th Teacher Work Day
- 21st No School



March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18 S / 18 T

- 6th-7th No School
- 13th Last Day of 3rd Quarter
- 14th No School
- 17th 4th Quarter Starts

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

20 S / 20 T

- 18th No School
- 21st No School

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10 S / 12 T

- 2nd No School EC Track Invite
- 10th Graduation
- 15th End of 4th Qtr/2nd Sem 1:30 PM Dismissal
- 16th Teacher Work Day

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



Elm Creek Public Schools Usage Application and Agreement

Pursuant to Elm Creek Public Schools ("District") board policy, the district permits patrons to use district's fitness facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement.

Applicant Last Name First Name Middle Initial

Street Address City State Zip

Birth date: _____ Home Phone: _____
Work Phone: _____ Cell: _____

Name of Emergency Contact: _____

- Home Phone: _____ Work : _____ Cell: _____
- Relationship of Emergency Contact: _____
- Email of Emergency Contact: _____

Fob # _____
Receipt # _____
Method of Payment _____
Date Fitness Room Expectation Video is watched _____

Rules and Regulations: By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours. You will be provided a fob to access the facilities.

Superior Interest in Usage. The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring and Other Security Measures. The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the facilities will be available to me only during hours designated by the administration, and that I am

responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Age: _____

Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____

Fitness Facility Information and Rules

Costs - \$50.00 per year. Each year renewals can be paid in January or February and must be paid by March 1st.

Hours – Open 7 Days a week, facility will be closed during any event happening in the gym. Does not include youth or club practices.

School Days, 4 am to 7 am, 6:30 pm to 11:00 pm.

Non-school days, 4:00 am to 11:00 pm.

Cleaning – Please wipe down and clean all equipment you use before you leave. Do not wear street shoes when using the facility. Failure to do so will void your agreement and your fob will be turned off.

Sound System – You are not allowed to access the school's sound system. If you want to listen To music, please use head phones or ear buds.

Use of Fob – Do not allow anyone who's name is not on your agreement form to use your fob. Doing so will void your right to use the facility and your fob will be turned off.

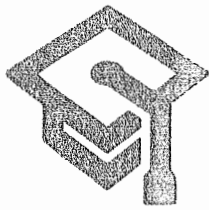
Entering and Exiting the Building - You must enter and exit through the vestibule on the north side of the school. You are not allowed access to any other part of the school including the gym.

Damage to Equipment – If equipment or facilities are damaged because of misuse Fob owners are financially responsible.

Student Supervision - No students are allowed into the Fitness Center without their parents/guardians' supervision. Damage caused by children will be the responsibility of the supervising adult.

Cameras – There are several cameras in the weight room and your activities will be recorded.

Substance Use - Elm Creek Public School is a drug and tobacco-free zone. No alcohol, drugs, or tobacco use is allowed. This includes E-cigarettes.



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands



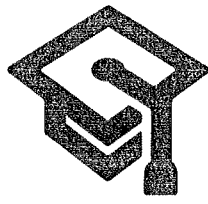
JAG Class Description

Jobs for America's Graduates (JAG Nebraska) is dedicated to empowering students with the personal and professional development skills and support to achieve success in high school graduation, further-education and employment following high school graduation. JAG Nebraska programming is provided as in-school, for-credit class electives during the school day. Classes integrate project-based learning and employer engagement through hands-on, realistic learning experiences where students master up to 87 competencies translatable to the workforce. JAG also provides leadership development experiences through extracurricular activities which include student-led planning and engagement for public service and social awareness projects and activities in addition to participation in State and National JAG conferences throughout the school year. As a result of JAG Nebraska, students become equipped to contribute to the local community through attainment of meaningful employment and active civic engagement skills.

Course Codes:329930-329934; or 320100 for Middle School and 320101 for High School programs.

JAGNEBRASKA.ORG

2201 Farnam Street, Suite 200, Omaha, NE 68102



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

MEMORANDUM OF UNDERSTANDING

This Agreement is made on February 12, 2024 (the Effective Date), between JAG Nebraska in affiliation with United Way of the Midlands, a 501(c)3 non-profit organization, and Elm Creek Public Schools ("District").

Jobs for America's Graduates (JAG) is an evidence-based, data-driven, national organization that is dedicated to empowering students with the skills and support to achieve success in education, employment, and life. The JAG Advantage integrates project-based learning, employer engagement, and trauma-informed care through competency-based, for-credit, elective classes. The JAG model allows students to participate in hands-on, realistic learning experiences, mastering 37 to 87 competencies, with the support to help our young adults navigate high school graduation and post-graduation success.

Term of Agreement

The term of this Agreement shall be for school year 2025-2026, to include 12-months of follow-up services for students who received JAG Nebraska programming for this school year.

This Agreement may be amended, extended, or renewed upon mutual written agreement of the parties except as otherwise expressly authorized by a provision of this Agreement.

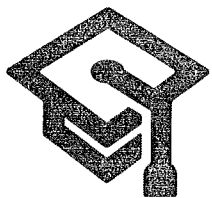
This Agreement shall terminate upon the occurrence of any or all the following:

1. Mutual, written agreement of the parties;
2. Upon thirty days written notice by JAG Nebraska to the District;
3. Should this Agreement be declared void or unenforceable by final order of a court of law;
4. In the event of violation of the terms of this Agreement by the District or failure to make sufficient progress to endanger program performance, JAG Nebraska may:
 - a. Suspend the Agreement after ten (10) days' notice to the District, pending corrective action by the District, or JAG Nebraska's decision to terminate; or
 - b. Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that the District has failed to comply with the terms and conditions of this Agreement. JAG Nebraska shall promptly notify the District in writing of the determination and the reasons for the termination.

If this Agreement is terminated, in whole or in part, the District shall comply with all close-out and post-termination requirements of this Agreement.

District Financial Contributions

This Agreement shall be funded from multiple funding sources to include federal, state, philanthropic and corporate grants and funding contributions otherwise. The District shall contribute \$10,000 toward each JAG Nebraska program budget beginning the third school year of JAG Nebraska programming.



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

Program Funding Requests

All requests for financial or in-kind contributions where JAG Nebraska is the beneficiary, written notice must be provided to the JAG Nebraska Director in a timely manner. All letters of intent, requests for proposals, or grant writing for or on behalf of JAG Nebraska must be conducted by United Way of the Midlands.

Student Enrollment

Both parties mutually agree to fulfill student enrollment requirements of JAG to include a minimum of 45 students and up to 55 students thereafter. Class cohorts are not to exceed 16 students per class period/block and may not be less than 8 students per class period/block.

Personnel: JAG Nebraska Career Specialist

JAG Nebraska agrees to employ one (1), full-time, year-round, mutually acceptable JAG Nebraska Career Specialist to fulfill JAG programming at the District, qualified and credentialed according to the Nebraska Department of Education's Career and Technical Education Certification requirements. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #4*.

The District agrees to conduct at least one (1) annual review of the JAG Nebraska Career Specialist's teaching and classroom management techniques per school year. The District agrees to notify the JAG Nebraska Program Manager of any personnel concerns in a timely manner.

JAG Nebraska agrees to conduct at least one (1) mid-year review and one (1) annual review of the JAG Nebraska Career Specialist's performance per school year. *See attached JAG Nebraska Career Specialist Job Description.*

The District and JAG Nebraska will meet at least once (1) annually to review the prior school year's performance and review the subsequent school year's goals and plans. At a minimum, meeting attendees must include the assigned JAG Nebraska Career Specialist, the JAG Nebraska Program Manager, and the school Principal. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #3*, into the agenda of this meeting.

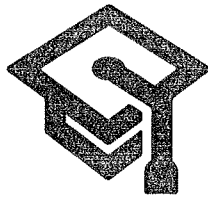
Staff Training

JAG Nebraska agrees to provide JAG program training prior to the JAG Nebraska Career Specialist's integration into the District.

The District agrees to include and provide the JAG Nebraska Career Specialist with all state required, District, and school specific teacher training's and meetings, to include, but not limited to: new teacher orientations, mandatory reporting, safety protocols, student transportation and travel policies, student and parent communication policies and procedures, and other trainings or professional development opportunities provided to District faculty.

Equipment and Property

The District agrees to provide the assigned JAG Nebraska Career Specialist with one laptop computer, internet access, printer and copier access, classroom, designated office space, and a landline telephone. The District will include the JAG Nebraska Career Specialist on school communications and mailing lists.



JAGINE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

Program Performance and Outcomes

JAG Nebraska and the District agree to meeting or exceeding JAG national standards and required performance outcomes associated with JAG National's *model component #2*, see attachment.

Advisory Committee

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating one (1) meeting with the school's JAG Nebraska Advisory Committee per school semester. The Advisory Committee is responsible for identifying eligible students according to JAG standards and serving as support to the JAG Nebraska Career Specialist in approving final JAG rosters and fulfilling student data requirements of JAG, *model component #10*, and requests otherwise as required by program funding agreements or reports. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #5*, see attachment.

Career Association Chapter

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating the JAG Nebraska Career Association Chapter at the District, fulfilling JAG National standards associated with JAG National's *model component #6*, see attachment.

Substitute Teacher Request and Fulfillment

The District agrees to provide substitute teacher coverage for the JAG Nebraska Career Specialist's personal time off, sick leave, and JAG statewide events, not to exceed the maximum sub day requests of ten (10) days per school year.

Post-Graduation Support and Follow-Up Services

JAG Nebraska agrees to fulfill the JAG National standard *model component #9*, delivering value-added support and advocacy to graduates and non-graduates throughout a minimum of 12-month follow-up service period.

Student Transportation and Travel

The District agrees to provide transportation for students for local and statewide JAG Nebraska activities, to include one (1) local field trip per month per school year and statewide transportation three (3) times per school year.

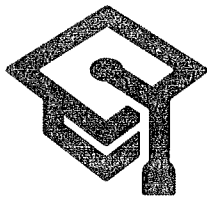
JAG Nebraska agrees to adhere to the District's field trip and student travel policies. JAG Nebraska agrees to provide transportation and travel accommodations for JAG National events.

Notices

All notices from either party must be provided in a timely manner to the JAG Nebraska Director, District Superintendent and assigned School Principal.

Governing Law

JAG Nebraska and the District agree to fulfill the requirements of provisional grant funding for the JAG program at the District. Both parties agree to comply with applicable law, and any reasonable procedures and requirements that the grantor may prescribe. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, Code of Federal Regulations (CFR), Federal Funding Accountability and Transparency Act (FFATA), or any other federal or state law or entity for use of applicable program funding.



JAGINE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

X

District Superintendent

X

District Principal

X

JAG Nebraska State Director

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

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

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

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

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into

employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
 - c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
 - d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.
3. Contracts with Board Member's Immediate Family.
 - a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
 1. All district employees.
 2. All employees within a specific classification but which does not single out the member of his or her immediate family.
 4. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
 - 1. The board member does not abuse his or her position.
 - 2. Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - i. who is not qualified for and able to perform the duties of the position;
 - ii. for any unreasonably high salary;
 - iii. who is not required to perform the duties of the position.
 - 3. The board makes a reasonable solicitation and consideration of applications for employment.
 - 4. The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
 - 5. The board approves the employment or supervisory position.
- b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - 1. a public official, public employee, or candidate.
 - 2. a member of the immediate family of an individual listed in Subparagraph 'a' above.

3. a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
 - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
 - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
6. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
1. The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board

on specific occasions such as public meetings or legislative hearings.

2. Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

1. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
2. Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
3. Abstain from participating or voting on the matter in which he or she has a conflict of interest.

- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:

1. The names of the contracting parties.

2. The nature of the interest of the board member in question.
 3. The date that the contract was approved.
 4. The amount of the contract.
 5. The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.
9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: May 9, 2022

4043

Professional Boundaries and Appropriate Relationships Between Employees and Students

School district employees and student teachers or interns (“employees”) are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Sexual Relationships Prohibited. Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

Grooming Prohibited. Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

Communication Between Employees and Students. The preferred methods for employees to communicate with students are _____ [NOTE TO BE DELETED: identify the methods that your district prefers teachers to use to communicate with students such as in person, school e-mail accounts,

and other preferred modes of communication. Employees may use the following personal communication systems to communicate with students: _____. [NOTE TO BE DELETED: Identify the methods that your district prefers teachers to use to communicate with students such as school e-mail accounts, SeeSaw, Google classroom, and other approved personal communication systems]. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

Reporting a Policy Violation. Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or Nde.investigations@nebraska.gov.

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (____) ____-____, the county sheriff at (____) ____-____, or the Nebraska State Patrol at (____) ____-____.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive

and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation Prohibited. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

Policy Violations. Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

Policy Verification. Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

No Limits on Reports to NDE. Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5052 School Wellness Policy

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

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.
- f. Nutrition Topics shall be integrated within the health education curriculum and taught at every grade level (k-12)

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

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

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

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

6. Food and Beverage Marketing

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

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

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

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

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. School Lunch Program

- a. Meals served through the school lunch program will comply with the National School lunch and Breakfast Standards.
- b. The District will take steps to protect the privacy of students who qualify for free and reduced meals.
- c. Free water is available in the cafeteria during meals.
- d. The District will attempt to purchase locally produced foods.
- e. After obtaining food, students will have at least 20 minutes to eat.

10. Triennial Assessment

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

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

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

11. Public Notice

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

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

12. Recordkeeping

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

13. Operational Responsibility

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

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

Adopted on: December 14, 2020

Revised on: March 11, 2024

Reviewed on: _____

4002 Drug Free Workplace

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated the superintendent of schools as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management. The superintendent of schools may be contacted at the school district's central office.

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's

drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited

above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: December 14, 2020

Revised on: September 11, 2023

Reviewed on: February 12, 2024

4004

Employment of Relatives, Domestic Partners and Significant Others

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to

individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred employee in a position which is similar in terms of pay and benefits. The superintendent and/or board may make exceptions to this general rule.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4005

Communication Between the Board and District Employees

Employees have the same right to communicate with the board about matters of public concern as other patrons of the district. Regarding employment-related issues, employees must follow the applicable board policies and/or contractual procedures regarding the administrative chain of command, complaints, grievances and other applicable processes.

When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4006
Insurance

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a contract or collective bargaining agreement.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4007
Personnel Records

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees (or individuals to whom employees have given written authorization) may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4008 Outside Employment

1. An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.

2. Tutoring
 - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.

 - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.

 - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.

3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.

4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.

5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.

6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or

personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.

7. Sale of goods or services by employees.

a. Employees shall not sell, solicit or promote the sale of goods or services to students.

b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.

c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).

d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

10. Staff may not exploit their professional relationships for personal gain.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4009
Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$ 50.00 must disclose the receipt of such gift to the superintendent, who will then report that gift to the board. The superintendent, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school’s patronage.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4010
Inclement Weather

Unless the superintendent directs otherwise, the following personnel shall report to work when school is canceled because of inclement weather: the superintendent, principals, secretaries, and custodians/maintenance staff.

If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4011

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

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for **unpaid** leave under this policy, an employee must:

a. Make the request for leave at a time when the school district employs 50 or more workers;

b. Have been working for the school district for at least 12 months prior to the request; and

c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.

3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was

discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

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

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:

a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and

b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three

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

D. Qualifying Notice and Certification

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

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

employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

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

E. Scheduling Leave

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

II. Relationship with District During Leave

1.

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

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

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

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.

2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.

a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.

b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness

- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.

- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.

2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;

 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious

health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

B. When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.

C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4011.1

Nebraska Family Military Leave Act

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

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Benefits

- 1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
- 2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
- 3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4012

Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.

5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personally-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may

override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;

3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

Bad Faith or Serial Filings. The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4014

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Adopted on: December 14, 2020

Revised on: _____

Reviewed on: _____

4015

Prohibition Against Employment of Board Members

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-544 of the statutes prohibits a board member from being engaged in a contract to teach pursuant to sections 79-817 through 79-821 with the school district where he or she also serves on the board.

A conflict of interest is also created when a board member serves simultaneously as both a board member and an employee in any capacity, whether certified or non-certified. Therefore, a board member shall not be employed by the school district when serving on the board. If an employee is

elected or appointed to the board, his or her employment shall be terminated upon being seated on the board. Because of the conflict that is created by a board member applying for employment while sitting on the board, a board member who wishes to apply for employment shall be required to resign from the board before applying.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4016

Jury Duty/Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4017

Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations that have been established in accordance with public employee bargaining statutes and will negotiate with local collective bargaining unit representatives at mutually agreeable times.

To facilitate an amicable relationship between the district and any local employee associations, the district will allow associations to make reasonable use of district facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district resources, post notices of meetings and other information on bulletin boards

designated for this purpose, and use district e-mail and mail boxes for delivery of employment-related information. Associations must pay for damage caused, or the loss or theft of borrowed property.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4018 Corporal Punishment

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4019 Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and shall review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: December 14, 2020

Revised on: April 11, 2022
Reviewed on: February 12, 2024

4020
Ownership of Copyrighted Works

Works created by district employees in the course and scope of their employment remain the property of the district. The board may enter into a written agreement with a staff member allowing the staff member to share ownership of a copyright in the covered work. The board will only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

The board hereby expressly grants to other educational entities located within Nebraska a non-exclusive license to use the district's copyrighted works for educational purposes within Nebraska when those works have been placed onto collaborative learning systems within the State.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4021
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Adopted on: December 14, 2020
Revised on: _____
Reviewed on: _____

4022
Certification and Endorsements

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department’s rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4023
Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certificated employees are responsible for reading, understanding, and complying with these standards.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4024
Teachers’ Rights, Responsibilities and Duties

All certificated employees shall assume the duties and responsibilities assigned by the superintendent or designee. Teachers’ professional responsibilities involve considerably more than merely classroom instruction. They include, but are not limited to, study and research to keep abreast of new knowledge and instructional techniques; assessment of students’ work; record-keeping; lesson planning and preparation; conferences with students, parents and administrators; in-service meetings; and supervision of pupils outside the classroom.

Teachers must be in their classrooms or assigned areas as instructed by the building principal. All duty time is necessary for educational planning, preparation, and conferences with students, parents and faculty members.

All teachers must maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that reflects their professional status in the community.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4025 Superintendent

The superintendent is hired by and shall report directly to the board of education. The superintendent will be the chief administrative officer of the board of education and shall keep the board informed on important issues. The board delegates to the superintendent the general power and authority to make necessary decisions to ensure the efficient and effective operations of the school.

The superintendent is charged with timely preparing, presenting, and filing an annual school budget, subject to the approval of the board after the annual budget hearing.

All school employees shall be under the direct and/or delegated supervision of the superintendent. The board delegates to the superintendent the authority to hire and terminate the employment of all classified staff. He or she shall review all certified and non-certified employees applying for vacancies and shall make recommendations regarding these employees.

All of the grounds and buildings are supervised by the superintendent, including necessary repairs and improvements unless the board is required to approve such repairs or improvements.

The superintendent's other duties shall be included in his or her job description, contract, or as otherwise assigned by the board.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

Elm Creek Public Schools Calendar

2024-2025 School Year

	Open House
	PreSchool Start and End Dates
	Parent /Teacher Conference
	School Event, No School
	Vacation - No School
	First Day of the Quarter
	Last day of the Quarter
	Teacher Work Day
	Graduation
	Last Day for Seniors
	JH/HS in session/No School Elementary

Elementary, Junior High & High School
Monday - Friday 8:00am - 3:25pm

Pre School
Monday - Thursday AM 7:45am - 11:15am
Monday - Thursday PM 11:50am - 3:25pm

Student Days		Teacher Days	
Qtr 1	45	Qtr 1	49
Qtr 2	43	Qtr 2	45
Sem 1	88	Sem 1	94
Qtr 3	43	Qtr 3	45
Qtr 4	41	Qtr 4	43
Sem 2	84	Sem 2	88
Total	172	Total	182

Love **BLUE.**
Live **GOLD.**



August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17 S / 20 T

- 5th-New Teacher Orientation
- 5th-7th No School-Teacher Work Day
- 7th- Open House No School-Teacher Work Day
- 8th First Day of School/First Day of Quarter
- 14th First Day of Pre-K

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

19 S / 20 T

- 2nd No School-Labor Day
- 11th PT Conference
- 18th PT Conferences
- 20th No School-Teacher Work Day

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 S / 21 T

- 11th Last Day of First Quarter
- 14th 2nd Quarter Starts
- 17th-18th No School Fall Break

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

17 S / 18 T

- 4th-Teacher Work Day
- 27th -29th No School Thanksgiving Break

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

14 S / 15 T

- 19th Last Day of 2nd Qtr/1st Sem 1:30 Dismissal
- 20th Teacher Work Day
- 23rd-27th Holiday Break-No School
- 30th-31st Holiday Break-No School

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 S / 19 T

- 1st-3rd Holiday Break-No School
- 6th Teacher Work Day
- 7th 3rd Quarter Starts
- 17th EC Wrestling Invite- No School

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

18 S / 19 T

- 12th & 19th PT Conferences
- 20th Teacher Work Day
- 21st No School



March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18 S / 18 T

- 6th-7th No School
- 13th Last Day of 3rd Quarter
- 14th No School
- 17th 4th Quarter Starts

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

20 S / 20 T

- 18th No School
- 21st No School

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10 S / 12 T

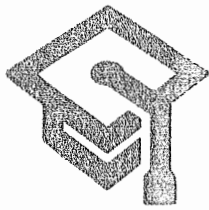
- 2nd No School EC Track Invite
- 10th Graduation
- 15th End of 4th Qtr/2nd Sem 1:30 PM Dismissal
- 16th Teacher Work Day

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		





JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands



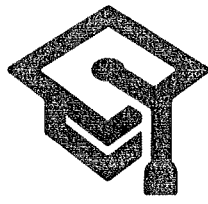
JAG Class Description

Jobs for America's Graduates (JAG Nebraska) is dedicated to empowering students with the personal and professional development skills and support to achieve success in high school graduation, further-education and employment following high school graduation. JAG Nebraska programming is provided as in-school, for-credit class electives during the school day. Classes integrate project-based learning and employer engagement through hands-on, realistic learning experiences where students master up to 87 competencies translatable to the workforce. JAG also provides leadership development experiences through extracurricular activities which include student-led planning and engagement for public service and social awareness projects and activities in addition to participation in State and National JAG conferences throughout the school year. As a result of JAG Nebraska, students become equipped to contribute to the local community through attainment of meaningful employment and active civic engagement skills.

Course Codes:329930-329934; or 320100 for Middle School and 320101 for High School programs.

JAGNEBRASKA.ORG

2201 Farnam Street, Suite 200, Omaha, NE 68102



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

MEMORANDUM OF UNDERSTANDING

This Agreement is made on February 12, 2024 (the Effective Date), between JAG Nebraska in affiliation with United Way of the Midlands, a 501(c)3 non-profit organization, and Elm Creek Public Schools ("District").

Jobs for America's Graduates (JAG) is an evidence-based, data-driven, national organization that is dedicated to empowering students with the skills and support to achieve success in education, employment, and life. The JAG Advantage integrates project-based learning, employer engagement, and trauma-informed care through competency-based, for-credit, elective classes. The JAG model allows students to participate in hands-on, realistic learning experiences, mastering 37 to 87 competencies, with the support to help our young adults navigate high school graduation and post-graduation success.

Term of Agreement

The term of this Agreement shall be for school year 2025-2026, to include 12-months of follow-up services for students who received JAG Nebraska programming for this school year.

This Agreement may be amended, extended, or renewed upon mutual written agreement of the parties except as otherwise expressly authorized by a provision of this Agreement.

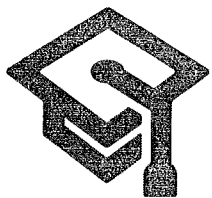
This Agreement shall terminate upon the occurrence of any or all the following:

1. Mutual, written agreement of the parties;
2. Upon thirty days written notice by JAG Nebraska to the District;
3. Should this Agreement be declared void or unenforceable by final order of a court of law;
4. In the event of violation of the terms of this Agreement by the District or failure to make sufficient progress to endanger program performance, JAG Nebraska may:
 - a. Suspend the Agreement after ten (10) days' notice to the District, pending corrective action by the District, or JAG Nebraska's decision to terminate; or
 - b. Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that the District has failed to comply with the terms and conditions of this Agreement. JAG Nebraska shall promptly notify the District in writing of the determination and the reasons for the termination.

If this Agreement is terminated, in whole or in part, the District shall comply with all close-out and post-termination requirements of this Agreement.

District Financial Contributions

This Agreement shall be funded from multiple funding sources to include federal, state, philanthropic and corporate grants and funding contributions otherwise. The District shall contribute \$10,000 toward each JAG Nebraska program budget beginning the third school year of JAG Nebraska programming.



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

Program Funding Requests

All requests for financial or in-kind contributions where JAG Nebraska is the beneficiary, written notice must be provided to the JAG Nebraska Director in a timely manner. All letters of intent, requests for proposals, or grant writing for or on behalf of JAG Nebraska must be conducted by United Way of the Midlands.

Student Enrollment

Both parties mutually agree to fulfill student enrollment requirements of JAG to include a minimum of 45 students and up to 55 students thereafter. Class cohorts are not to exceed 16 students per class period/block and may not be less than 8 students per class period/block.

Personnel: JAG Nebraska Career Specialist

JAG Nebraska agrees to employ one (1), full-time, year-round, mutually acceptable JAG Nebraska Career Specialist to fulfill JAG programming at the District, qualified and credentialed according to the Nebraska Department of Education's Career and Technical Education Certification requirements. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #4*.

The District agrees to conduct at least one (1) annual review of the JAG Nebraska Career Specialist's teaching and classroom management techniques per school year. The District agrees to notify the JAG Nebraska Program Manager of any personnel concerns in a timely manner.

JAG Nebraska agrees to conduct at least one (1) mid-year review and one (1) annual review of the JAG Nebraska Career Specialist's performance per school year. *See attached JAG Nebraska Career Specialist Job Description.*

The District and JAG Nebraska will meet at least once (1) annually to review the prior school year's performance and review the subsequent school year's goals and plans. At a minimum, meeting attendees must include the assigned JAG Nebraska Career Specialist, the JAG Nebraska Program Manager, and the school Principal. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #3*, into the agenda of this meeting.

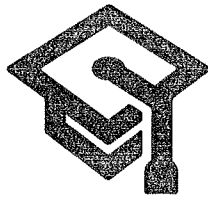
Staff Training

JAG Nebraska agrees to provide JAG program training prior to the JAG Nebraska Career Specialist's integration into the District.

The District agrees to include and provide the JAG Nebraska Career Specialist with all state required, District, and school specific teacher training's and meetings, to include, but not limited to: new teacher orientations, mandatory reporting, safety protocols, student transportation and travel policies, student and parent communication policies and procedures, and other trainings or professional development opportunities provided to District faculty.

Equipment and Property

The District agrees to provide the assigned JAG Nebraska Career Specialist with one laptop computer, internet access, printer and copier access, classroom, designated office space, and a landline telephone. The District will include the JAG Nebraska Career Specialist on school communications and mailing lists.



JAGINE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

Program Performance and Outcomes

JAG Nebraska and the District agree to meeting or exceeding JAG national standards and required performance outcomes associated with JAG National's *model component #2*, see attachment.

Advisory Committee

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating one (1) meeting with the school's JAG Nebraska Advisory Committee per school semester. The Advisory Committee is responsible for identifying eligible students according to JAG standards and serving as support to the JAG Nebraska Career Specialist in approving final JAG rosters and fulfilling student data requirements of JAG, *model component #10*, and requests otherwise as required by program funding agreements or reports. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #5*, see attachment.

Career Association Chapter

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating the JAG Nebraska Career Association Chapter at the District, fulfilling JAG National standards associated with JAG National's *model component #6*, see attachment.

Substitute Teacher Request and Fulfillment

The District agrees to provide substitute teacher coverage for the JAG Nebraska Career Specialist's personal time off, sick leave, and JAG statewide events, not to exceed the maximum sub day requests of ten (10) days per school year.

Post-Graduation Support and Follow-Up Services

JAG Nebraska agrees to fulfill the JAG National standard *model component #9*, delivering value-added support and advocacy to graduates and non-graduates throughout a minimum of 12-month follow-up service period.

Student Transportation and Travel

The District agrees to provide transportation for students for local and statewide JAG Nebraska activities, to include one (1) local field trip per month per school year and statewide transportation three (3) times per school year.

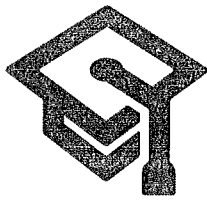
JAG Nebraska agrees to adhere to the District's field trip and student travel policies. JAG Nebraska agrees to provide transportation and travel accommodations for JAG National events.

Notices

All notices from either party must be provided in a timely manner to the JAG Nebraska Director, District Superintendent and assigned School Principal.

Governing Law

JAG Nebraska and the District agree to fulfill the requirements of provisional grant funding for the JAG program at the District. Both parties agree to comply with applicable law, and any reasonable procedures and requirements that the grantor may prescribe. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, Code of Federal Regulations (CFR), Federal Funding Accountability and Transparency Act (FFATA), or any other federal or state law or entity for use of applicable program funding.



JAGINE

JOBS for AMERICA'S GRADUATES NEBRASKA
In Association with United Way of the Midlands

X

District Superintendent

X

District Principal

X

JAG Nebraska State Director

Elm Creek Public Schools Usage Application and Agreement

Pursuant to Elm Creek Public Schools ("District") board policy, the district permits patrons to use district's fitness facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement.

Applicant Last Name First Name Middle Initial

Street Address City State Zip

Birth date: _____ Home Phone: _____
Work Phone: _____ Cell: _____

Name of Emergency Contact: _____

- Home Phone: _____ Work : _____ Cell: _____
- Relationship of Emergency Contact: _____
- Email of Emergency Contact: _____

Fob # _____
Receipt # _____
Method of Payment _____
Date Fitness Room Expectation Video is watched _____

Rules and Regulations: By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours. You will be provided a fob to access the facilities.

Superior Interest in Usage. The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring and Other Security Measures. The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the facilities will be available to me only during hours designated by the administration, and that I am

responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Age: _____

Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Child's Name: _____ Child's Birthdate: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____

Fitness Facility Information and Rules

Costs - \$50.00 per year. Each year renewals can be paid in January or February and must be paid by March 1st.

Hours – Open 7 Days a week, facility will be closed during any event happening in the gym. Does not include youth or club practices.
School Days, 4 am to 7 am, 6:30 pm to 11:00 pm.
Non-school days, 4:00 am to 11:00 pm.

Cleaning – Please wipe down and clean all equipment you use before you leave. Do not wear street shoes when using the facility. Failure to do so will void your agreement and your fob will be turned off.

Sound System – You are not allowed to access the school's sound system. If you want to listen To music, please use head phones or ear buds.

Use of Fob – Do not allow anyone who's name is not on your agreement form to use your fob. Doing so will void your right to use the facility and your fob will be turned off.

Entering and Exiting the Building - You must enter and exit through the vestibule on the north side of the school. You are not allowed access to any other part of the school including the gym.

Damage to Equipment – If equipment or facilities are damaged because of misuse Fob owners are financially responsible.

Student Supervision - No students are allowed into the Fitness Center without their parents/guardians' supervision. Damage caused by children will be the responsibility of the supervising adult.

Cameras – There are several cameras in the weight room and your activities will be recorded.

Substance Use - Elm Creek Public School is a drug and tobacco-free zone. No alcohol, drugs, or tobacco use is allowed. This includes E-cigarettes.

4002
Drug Free Workplace

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4003
Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated the superintendent of schools as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management. The superintendent of schools may be contacted at the school district's central office.

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's

drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited

above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: December 14, 2020

Revised on: September 11, 2023

Reviewed on: February 12, 2024

4004

Employment of Relatives, Domestic Partners and Significant Others

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to

individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred employee in a position which is similar in terms of pay and benefits. The superintendent and/or board may make exceptions to this general rule.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4005

Communication Between the Board and District Employees

Employees have the same right to communicate with the board about matters of public concern as other patrons of the district. Regarding employment-related issues, employees must follow the applicable board policies and/or contractual procedures regarding the administrative chain of command, complaints, grievances and other applicable processes.

When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4006
Insurance

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a contract or collective bargaining agreement.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4007
Personnel Records

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees (or individuals to whom employees have given written authorization) may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4008 Outside Employment

1. An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.

2. Tutoring
 - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.

 - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.

 - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.

3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.

4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.

5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.

6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or

personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.

7. Sale of goods or services by employees.

a. Employees shall not sell, solicit or promote the sale of goods or services to students.

b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.

c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).

d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

10. Staff may not exploit their professional relationships for personal gain.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4009
Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$ 50.00 must disclose the receipt of such gift to the superintendent, who will then report that gift to the board. The superintendent, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school’s patronage.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4010
Inclement Weather

Unless the superintendent directs otherwise, the following personnel shall report to work when school is canceled because of inclement weather: the superintendent, principals, secretaries, and custodians/maintenance staff.

If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4011

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

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for **unpaid** leave under this policy, an employee must:

a. Make the request for leave at a time when the school district employs 50 or more workers;

b. Have been working for the school district for at least 12 months prior to the request; and

c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.

3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was

discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

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

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:

a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and

b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three

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

D. Qualifying Notice and Certification

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

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

employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

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

E. Scheduling Leave

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

II. Relationship with District During Leave

1.

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

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

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

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.

2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.

a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.

b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness

- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.

- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.

2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;

 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious

health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

B. When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.

C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4011.1

Nebraska Family Military Leave Act

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

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Benefits

- 1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
- 2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
- 3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4012

Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.

5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personally-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may

override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;

3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

Bad Faith or Serial Filings. The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4014

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Adopted on: December 14, 2020

Revised on: _____

Reviewed on: _____

4015

Prohibition Against Employment of Board Members

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-544 of the statutes prohibits a board member from being engaged in a contract to teach pursuant to sections 79-817 through 79-821 with the school district where he or she also serves on the board.

A conflict of interest is also created when a board member serves simultaneously as both a board member and an employee in any capacity, whether certified or non-certified. Therefore, a board member shall not be employed by the school district when serving on the board. If an employee is

elected or appointed to the board, his or her employment shall be terminated upon being seated on the board. Because of the conflict that is created by a board member applying for employment while sitting on the board, a board member who wishes to apply for employment shall be required to resign from the board before applying.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4016

Jury Duty/Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4017

Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations that have been established in accordance with public employee bargaining statutes and will negotiate with local collective bargaining unit representatives at mutually agreeable times.

To facilitate an amicable relationship between the district and any local employee associations, the district will allow associations to make reasonable use of district facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district resources, post notices of meetings and other information on bulletin boards

designated for this purpose, and use district e-mail and mail boxes for delivery of employment-related information. Associations must pay for damage caused, or the loss or theft of borrowed property.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4018 Corporal Punishment

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4019 Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and shall review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: December 14, 2020

Revised on: April 11, 2022
Reviewed on: February 12, 2024

4020
Ownership of Copyrighted Works

Works created by district employees in the course and scope of their employment remain the property of the district. The board may enter into a written agreement with a staff member allowing the staff member to share ownership of a copyright in the covered work. The board will only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

The board hereby expressly grants to other educational entities located within Nebraska a non-exclusive license to use the district's copyrighted works for educational purposes within Nebraska when those works have been placed onto collaborative learning systems within the State.

Adopted on: December 14, 2020
Revised on: _____
Reviewed on: February 12, 2024

4021
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Adopted on: December 14, 2020
Revised on: _____
Reviewed on: _____

4022 Certification and Endorsements

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4023 Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certificated employees are responsible for reading, understanding, and complying with these standards.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4024 Teachers' Rights, Responsibilities and Duties

All certificated employees shall assume the duties and responsibilities assigned by the superintendent or designee. Teachers' professional responsibilities involve considerably more than merely classroom instruction. They include, but are not limited to, study and research to keep abreast of new knowledge and instructional techniques; assessment of students' work; record-keeping; lesson planning and preparation; conferences with students, parents and administrators; in-service meetings; and supervision of pupils outside the classroom.

Teachers must be in their classrooms or assigned areas as instructed by the building principal. All duty time is necessary for educational planning, preparation, and conferences with students, parents and faculty members.

All teachers must maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that reflects their professional status in the community.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

4025 Superintendent

The superintendent is hired by and shall report directly to the board of education. The superintendent will be the chief administrative officer of the board of education and shall keep the board informed on important issues. The board delegates to the superintendent the general power and authority to make necessary decisions to ensure the efficient and effective operations of the school.

The superintendent is charged with timely preparing, presenting, and filing an annual school budget, subject to the approval of the board after the annual budget hearing.

All school employees shall be under the direct and/or delegated supervision of the superintendent. The board delegates to the superintendent the authority to hire and terminate the employment of all classified staff. He or she shall review all certified and non-certified employees applying for vacancies and shall make recommendations regarding these employees.

All of the grounds and buildings are supervised by the superintendent, including necessary repairs and improvements unless the board is required to approve such repairs or improvements.

The superintendent's other duties shall be included in his or her job description, contract, or as otherwise assigned by the board.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: February 12, 2024

