Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, August 20, 2018
High School Media Center - 7:30 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

    3.A. Approval of Agenda

    3.B. Approval of minutes of Regular July 16, 2018 Board Meeting

    3.C. Approval of Claims

    3.D. Financial Report

4. Visitors and communication from the public

5. Action Items

    5.A. Discuss, consider and take all necessary action to approve the policy 4001-4025.

6. Discussion Items

6.A. Beef In Schools Program.

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report

8. Next Board Meeting:

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, July 16, 2018 ~ 8:00 PM
Middle School Conference Room - Hildreth
613 Nelson Street
P.O. Box 157
Hildreth, NE 68947

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Open Student Fees Hearing (Policy #5416)

3.A. Comments from the Audience

3.B. Close Student Fees Hearing

4. Open Parent Involvement Hearing and Title I Parent Involvement Hearing. (Policies #6400 & #6410)

4.A. Comments from the audience

4.B. Close Parent Involvement Hearing

5. Consent Agenda
Motion by Aaron Pistulka, seconded by Ryan Knaus, to approve the consent agenda as presented. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.A. Approval of Agenda

5.B. Approval of minutes of Regular June 18, 2018 Board Meeting

5.C. Approval of Claims

5.D. Financial Report

6. Visitors and communication from the public

7. Action Items

7.A. Discuss, consider, and take all necessary action to approve the Corporate Resolution for banking transactions with Cornerstone Bank.
Motion by Roger Boyer, seconded by Kert Hansen, to approve the Corporate Resolution for banking transactions with Cornerstone Bank. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.B. Discuss, consider, and take all necessary action to approve Policy #6400 and #6410 Parent Involvement, Student Fees and Policy #5415 Anti-Bullying. No changes to these policies. As per Neb. Rev. Stat. 79-533, 79-2,134 and 79-2, 137.
Motion by Ryan Knaus, seconded by Gary Jensen, to approve Policy #6400 and #6410 Parent Involvement, Student Fees and Policy #5415 Anti-Bullying. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.C. Discuss, consider, and take all necessary action to approve the 3000 policy numbers as presented.
Motion by Kert Hansen, seconded by Roger Boyer, to approve the 3000 policy numbers as presented. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.D. Discuss, consider, and take all necessary action to approve new policy 5014, Homeless Students.
Motion by Roger Boyer, seconded by Gary Jensen, to approve new policy 5014, Homeless Students. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.E. Discuss, consider, and take all necessary action to approve Classified salaries and hourly pay for the 2018-19 fiscal year
Motion by Aaron Pistulka, seconded by Ryan Knaus, to approve Classified salaries and hourly pay for the 2018-19 fiscal year. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea

Yea: 6, Nay: 0

7.F. Discuss, consider, and take all necessary action to approve Transportation pay for the 2018-19 fiscal year.
Motion by Aaron Pistulka, seconded by Kert Hansen, to approve Transportation pay for the 2018-19 fiscal year. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.G. Discuss, consider, and take all necessary action to approve Substitute Teacher pay for the 2018-19 fiscal year at $110.00 per day, an increase of $5.00. Long-Term Substitutes will remain unchanged ($140.)
Motion by Ryan Knaus, seconded by Roger Boyer, to approve Substitute Teacher pay for the 2018-19 fiscal year at $110.00 per day, an increase of $5.00. Long-Term Substitutes will remain unchanged ($140.). Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.H. Discuss, consider, and take all necessary action to approve August Budget Workshop on August 20th at 7:00 and the August Board meeting to follow at 7:30 in Wilcox.
Motion by Kert Hansen, seconded by Aaron Pistulka, to approve August Budget Workshop on August 20th at 7:00 and the August Board meeting to follow at 7:30 in Wilcox. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.I. Discuss, consider, and take all necessary action to approve Linda Christiancy as a local substitute.
Motion by Kert Hansen, seconded by Ryan Knaus, to approve Linda Christiancy as a local substitute. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.J. Discuss, Consider, and take all necessary action to approve Architectural Services Agreement with Wilkins Architecture and Design. This is to perform a building and engineering analysis on both buildings in Hildreth and Wilcox. Cost not to exceed $15,000
Motion by Aaron Pistulka, seconded by Roger Boyer, to approve Architectural Services Agreement with Wilkins Architecture and Design. This is to perform a building and engineering analysis on both buildings in Hildreth and Wilcox. Cost not to exceed $15,000. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea

Yea: 6, Nay: 0

7.K. Discuss, consider, and take all necessary action to approve concrete work for the green house in Wilcox.
No Action Taken

7.L. Discuss, Consider and take all necessary action to approve concrete paving bid for parking lot.
Motion by Roger Boyer, seconded by Aaron Pistulka, to approve concrete paving bid for parking lot. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Nay, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 1

7.M. Discuss, consider, and take all necessary action to approve the addition of a new sidewalk in the Wilcox parking lot.
No Action Taken

7.N. Discuss, consider, and take all necessary action to approve Ostegren Construction to remove the old sidewalk in the Wilcox parking lot and grade the parking lot for the addition of the greenhouse.
Motion by Ryan Knaus, seconded by Aaron Pistulka, to approve Ostegren Construction to remove the old sidewalk in the Wilcox parking lot and grade the parking lot for the addition of the greenhouse. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

8. Discussion Items

8.A. D & J Farley Contruction submitted two bids to enclose the gym hallway stairwell and installing double doors in the weight room.

9. Administrator Report

9.A. Superintendent Report
Superintendent Dietz presented information about district finances to the Board, building and grounds projects.

9.B. Principal Report

1. Building Updates

1. New carpet in the Wilcox building is being installed
2. New ceiling tiles in the Wilcox gym lobby
3. Art room and preschool room floors will be lifted
4. School Safety Audit

10. Next Board Meeting:
The Board of Education Budget Hearing will be at 7:00 p.m Monday, August 20, 2018 in the Wilcox Media Center. The next monthly Board of Education meeting will be held at 7:30 p.m Monday, August 20, 2018 in the Wilcox Media Center.

11. Adjourn
Motion by Ryan Knaus, seconded by Aaron Pistulka, to to adjourn. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A-1 Refrigeration	9223	Install Air Conditioner Unit in MP Room	4,400.00
Total A-1 Refrigeration			4,400.00
ASK Supply Company, LLC	19482	Furniture for High School Special Ed.	8,891.20
ASK Supply Company, LLC	19483	Elementary Classroom Furniture/Desks	10,568.80
Total ASK Supply Company, LLC			19,460.00
Benjamin's Landscaping	962797	Sprinkler Service Call	138.07
Total Benjamin's Landscaping			138.07
Black Hills Energy	102 N.Stoc-0001	102 N. Stockton-Wilcox Site	13.19
Black Hills Energy	102 N.Stoc-0002	Nat. Gas Service 102 N. Stockton	154.30
Black Hills Energy	208Stockto-0001	Nat. Gas Service - 208 Stockton Street	13.19
Black Hills Energy	404 E.Sapp-0001	Nat. Gas Service 404 E. Sapp Street	13.95
Black Hills Energy	613 Nelson-0001	Gas Bill/Hildreth Site	66.33
Total Black Hills Energy			260.96
BTS Communications	32873	Additional Phone Supplies (cords, etc)	314.40
Total BTS Communications			314.40
Builders How To Warehouse	409633	Paint	158.72
Builders How To Warehouse	422445	80-Piece Drill & Drive Set	97.87
Builders How To Warehouse	424565	Custodial Supplies	22.28
Total Builders How To Warehouse			278.87
Business World	640839	Office Supplies	61.96
Business World	640839-01	Supplies	10.71
Business World	641264	Office Supplies	70.28
Business World	641264-01	Banker Boxes	42.99
Business World	641265	1st Grade Supplies	29.90
Business World	641280	2nd Grade-Construction Paper	113.07
Total Business World			328.91
Carr, Tracy	7/26 Custodial	Custodial Supplies	23.15
Total Carr, Tracy			23.15
Carter Electric	7971	Replace Motion Lite Fixtures/Elem	1,629.80
Carter Electric	7992	AC Unit at MS Cafeteria Main.	1,382.50
Carter Electric	7993	Hildreth Site Window AC Maint.	1,031.05
Carter Electric	7994	Science Room Repair	835.60
Carter Electric	7995	Custodial Room Electrical Project	1,184.15
Total Carter Electric			6,063.10
Charter Communications	344072418	Internet Services	1,069.50
Total Charter Communications			1,069.50
Chemsearch	3226750	Aloe Instant Hand Sanitizer	529.70
Chemsearch	3226881	Bus Barn - Opti Kill	589.48
Total Chemsearch			1,119.18
City of Holdrege	01-344900	Dump Services	7.15
Total City of Holdrege			7.15

Vendor Name	Invoice Number	Description	Amount
Clinch Enterprises	949548	Custodial Supplies	105.82
Total Clinch Enterprises			105.82
Cobra-Midwest	080678	Pool Chlorine	636.00
Total Cobra-Midwest			636.00
Computer Hardware	120904	Lenovo Laptop Computer - Patterson	1,398.00
Computer Hardware	121075	Apple Pencil	99.00
Total Computer Hardware			1,497.00
Cooperative Producers Inc	Fuel Bill/-0001	Fuel/Chemicals	836.60
Total Cooperative Producers Inc			836.60
Creative Teacher	8/8/18	Classroom Supplies - 2nd Grade	8.99
Creative Teacher	Sheen 8/11/18	Grade 2 Supplies - Border	4.99
Total Creative Teacher			13.98
D & J Farley Construction	8/10/18 Alt. Ed Door	Install Alt. Ed Storage Room Door	55.00
D & J Farley Construction	Basement Door/Wall	Install Door/Wall Around Basement Stairs	1,680.00
Total D & J Farley Construction			1,735.00
D & M Security	C10062	Fire Alarm Inspection	100.00
D & M Security	C10097	Fire/Smoke Alarm Repair	253.50
Total D & M Security			353.50
DAS State Accounting-Central Finance	1121672-0001	Interregional Fee	234.93
DAS State Accounting-Central Finance	1125918-0001	Interregional Bill	229.49
Total DAS State Accounting-Central Finance			464.42
Demco	6409999	Library Supplies	378.63
Total Demco			378.63
Deterding	168765-1	Pool Chemicals	26.08
Deterding	168989-1	Pool Chemicals	56.05
Deterding	169297-1	Pool Chemicals	20.69
Total Deterding			102.82
Dramatic Publishing	100025880	Abra Cadavar/One Act	15.15
Total Dramatic Publishing			15.15
Durable Service	11895	Filters	569.86
Total Durable Service			569.86
Eakes Office Solutions	7541998-0	Stratman-Library Supplies	54.55
Eakes Office Solutions	7541999-0	Meyers-Classroom Supplies	167.79
Eakes Office Solutions	7542000-0	Mach-Supplies	233.42
Eakes Office Solutions	7542001-0	Classroom Consumables	166.24
Eakes Office Solutions	7542002-0	English/Speech Office Supplies	94.19
Eakes Office Solutions	7542003-0	Martin-Classroom Supplies	175.31
Eakes Office Solutions	7542004-0	Supplies	329.87
Eakes Office Solutions	7542005-0	Carey-Supplies	161.20
Eakes Office Solutions	7542006-0	1st Grade Supplies	87.13
Eakes Office Solutions	7552766-0	4th Grade Supplies	228.13
Eakes Office Solutions	7552767-0	Music-Supplies	263.96

Vendor Name	Invoice Number	Description	Amount
Eakes Office Solutions	7561364-0	Name Plates for new staff	21.65
Eakes Office Solutions	7562014-0	Envelopes	28.79
Eakes Office Solutions	7563332-0	D. Johnson-Supplies	63.62
Eakes Office Solutions	7563334-0	Kotschwar-Supplies	48.27
Eakes Office Solutions	7564027-0	Rogene-Supplies	15.99
Eakes Office Solutions	7566647-0	Office Supplies	40.39
Eakes Office Solutions	7575218-0	Glenn-Supplies	177.64
Eakes Office Solutions	7575221-0	Jean Bunger - General Supplies	197.67
Eakes Office Solutions	7575221-1	Computer Supplies	12.74
Eakes Office Solutions	7575222-0	Kindergarten Supplies	67.27
Eakes Office Solutions	7584385-0	Carla-Custodial Suppliese	8.23
Eakes Office Solutions	INV78738	Copy Charges	566.96
Total Eakes Office Solutions			3,211.01
Ebsco Subscription Service	1568838	Magazine Subscriptions	1,066.41
Ebsco Subscription Service	1568839	Subscription-MS	275.35
Total Ebsco Subscription Service			1,341.76
Epp Concrete	4423	PolyLift Foam Concrete Raising	4,730.00
Total Epp Concrete			4,730.00
ESU #11	1718-4-11	Early Childhood Services	4,501.04
ESU #11	1718-4-13	4th Quarter Billing	18,575.70
ESU #11	3382	Tech Supplies for Facilities	534.60
Total ESU #11			23,611.34
Family Medical Specialties	Schepler/7/12/18	Judy Schepler Bus Physical	149.00
Total Family Medical Specialties			149.00
Firefly Computers	144603	3 computer storage/charging towers	4,229.94
Total Firefly Computers			4,229.94
Flinn Scientific Inc	2236599	Science Lab	85.20
Total Flinn Scientific Inc			85.20
Follett School Solutions, Inc.	2255165B	Business Workbooks-Accounting	116.01
Follett School Solutions, Inc.	876209	Books-Elementary	2,004.56
Follett School Solutions, Inc.	876209F	Books	468.05
Follett School Solutions, Inc.	876216	Books	465.28
Follett School Solutions, Inc.	876216F	Books-HS	1,681.87
Follett School Solutions, Inc.	876244	Books	191.91
Follett School Solutions, Inc.	876244A	Books-MS	2,012.34
Follett School Solutions, Inc.	876244F	Books	132.33
Total Follett School Solutions, Inc.			7,072.35
Franklin County Chronicle	27024	Notice of Meeting	6.22
Franklin County Chronicle	27080	Public Notice	8.81
Franklin County Chronicle	27152	Minutes	72.81
Franklin County Chronicle	27225	Subscription-Mary Martin	33.50
Franklin County Chronicle	27226	Subscription-MS	33.50
Franklin County Chronicle	27226-1	Subscription-HS	33.50
Franklin County Chronicle	27247	Notice of Meeting	5.70
Franklin County Chronicle	27290	Para Professional Ad	28.50
Franklin County Chronicle	27291	Bus Driver Ad	14.25
Franklin County Chronicle	27318	Minutes	117.89

Vendor Name	Invoice Number	Description	Amount
Franklin County Chronicle	27331	Para Ad - Rerun Ad	28.50
Franklin County Chronicle	27332	Bus Driver Ad-Rerun	14.25
Total Franklin County Chronicle			397.43
Franklin Memorial Hospital	8614-0027-001H	Fritson/Bus Physical	175.00
Total Franklin Memorial Hospital			175.00
Frontier	WilcoxSite-0001	Wilcox Site Phone Services	330.11
Total Frontier			330.11
GovConnection Inc	56031003	Chromebooks for Elementary	6,911.68
GovConnection Inc	56039151	Licenses for Elementary Chromebooks	764.16
Total GovConnection Inc			7,675.84
Graphic Arts Shop	39471	Window Envelopes	223.00
Total Graphic Arts Shop			223.00
Great Plains Communications	WilcoxPhon-0001	Wilcox Site Phone Services	306.68
Total Great Plains Communications			306.68
Hance, Carolyn	8/16 OneAct/Eng	Tote/Extension Cords	78.54
Total Hance, Carolyn			78.54
Harlan County Clerk	3146	School Board Meeting	19.25
Total Harlan County Clerk			19.25
Harlan County Journal	3374	Legal Notice-Budget Workshop	10.02
Harlan County Journal	3375	Board Meeting Legal Norice	19.25
Total Harlan County Journal			29.27
Harvest of Harmony Parade	HH Parade 2018	Harvest of Harmony Entry Fee	100.00
Total Harvest of Harmony Parade			100.00
Houghton-Mifflin-Harcourt	953832752	ELem. Saxon Phonics	1,889.71
Houghton-Mifflin-Harcourt	953855765	Saxon Grade 1 Phonics	225.76
Houghton-Mifflin-Harcourt	953870903	Kindergarten & 1st Grade Saxon Phonics	321.78
Houghton-Mifflin-Harcourt	953873424	Saxon Phonics&Spelling K,1,2 grade	1,367.52
Total Houghton-Mifflin-Harcourt			3,804.77
Jelden, Lisa	MS/LA Supplies 8/16	MS LA Supplies-Classroom	126.23
Total Jelden, Lisa			126.23
Jurgens, Ryan	7/19 Ace Hardware	Grass Blower Pull Rope	43.83
Total Jurgens, Ryan			43.83
Lakeshore Learning Materials	2464870718	Classroom Supplies	34.78
Total Lakeshore Learning Materials			34.78
Latter Repair & Irrigation, Inc.	15732	Mower Parts	35.44
Latter Repair & Irrigation, Inc.	16283	Mower Parts	215.66
Latter Repair & Irrigation, Inc.	16303	Mower Repair - Lazer	563.31
Latter Repair & Irrigation, Inc.	7825	New Mower & Bagger Unit	3,826.00
Total Latter Repair & Irrigation, Inc.			4,640.41

Vendor Name	Invoice Number	Description	Amount
Martin, Jim	816090	Carpet Tile for 2 classrooms	4,596.00
Martin, Jim	816092	Hallway Carpet	7,890.00
Total Martin, Jim			12,486.00
Mary Martin	8/8/18	Classroom Supplies	84.13
Total Mary Martin			84.13
Menards - Kearney	61786	Wall Cabinets for Custodial Storage Room	142.48
Menards - Kearney	61796	Custodial Storage Room Supplies	509.49
Menards - Kearney	62779	Tie Wire	5.37
Menards - Kearney	62780	Sheathing	11.99
Total Menards - Kearney			669.33
Minden Chamber of Commerce	Bandfest 2018	Minden Bandfest Entry Fee	50.00
Total Minden Chamber of Commerce			50.00
Minden Courier	7/11 para	Para Ad	44.10
Minden Courier	7/16 BOE Minutes	7/16 BOE Meeting Minutes	107.25
Minden Courier	7/18 Para Ad	Para Ad	44.10
Minden Courier	8/20 BOE	BOE Meeting Notice	7.53
Minden Courier	8/20 Budget Workshop	Budget Workshop Notice	8.51
Total Minden Courier			211.49
NASB ALICAP	18-19 Premium	18-19 Insurance Premium	48,049.75
Total NASB ALICAP			48,049.75
NASB	44464-1	Cancellation Fee	20.00
Total NASB			20.00
NCSA	18-19 Hinrichs Membe	18-19 NCSA Membership Dues	125.00
NCSA	55048	Lambert-Conference Registration	350.00
NCSA	56268	NCSA Member Reg. 2018 Admin Days	195.00
NCSA	56269	Admin Days 2018 Social	25.00
Total NCSA			695.00
Nebraska Central Equipment Inc	0158934-IN	Bus Parts	510.60
Total Nebraska Central Equipment Inc			510.60
Nebraska Safety Center	57-6114BUS	Ryan Jurgens Level 2 Trans. Course	100.00
Total Nebraska Safety Center			100.00
Nebraska State Bar Association	MockTrial2018	Mock Trial Registration	40.00
Total Nebraska State Bar Association			40.00
Neopost Inc	N7250986	Postage Machine Lease Payment	474.37
Total Neopost Inc			474.37
NewzBrain Education	9798	Glenn-NewzBrain Web Based Software	309.00
Total NewzBrain Education			309.00
Nex-Tech	DS-53378	Wireless Airport Install	4,450.50
Total Nex-Tech			4,450.50

Vendor Name	Invoice Number	Description	Amount
Northern Tool & Equipment	40755952	Equipment Cart	741.58
Total Northern Tool & Equipment			741.58
NSASSP Region IV	18-19 Dues	Principal Region IV Dues 18-19	20.00
Total NSASSP Region IV			20.00
NWEA	8238	Licenses for MAPS Testing	687.50
Total NWEA			687.50
Pearson Education Inc	4025554658	Elem/MS Engl/LA Curriculum	547.28
Pearson Education Inc	4025556176	MS & HS Math	10,074.69
Pearson Education Inc	4025577871	English/LA Books	160.47
Pearson Education Inc	7026300403	ENG/LA Curriculum	3,989.55
Pearson Education Inc	7026302526	MS & HS Math	10,283.54
Total Pearson Education Inc			25,055.53
Pioneer Drama Service Inc	572192	Carol Burnett Show Skits/One Act	32.95
Total Pioneer Drama Service Inc			32.95
PowerSchool Group LLC	INV154813	Powerschool Subscription/Support/Hosting	3,328.00
Total PowerSchool Group LLC			3,328.00
Presto-X Company	8355083	Monthly Pest Control	57.00
Presto-X Company	8641519	General Pest-Commercial Corrective Servi	150.00
Presto-X Company	8641520	Monthly Pest Control - Wilcox	57.00
Total Presto-X Company			264.00
Pro Building Supply Inc	124912	Ceiling Tiles	1,856.40
Pro Building Supply Inc	125344	Basement Staircase Supplies	1,111.04
Pro Building Supply Inc	125346	Basement Staircase Supplies	57.45
Pro Building Supply Inc	125433	Building Supplies	15.73
Pro Building Supply Inc	125449	Custodial Supplies	55.76
Pro Building Supply Inc	125498	Basement Staircase Supplies	7.45
Pro Building Supply Inc	125508	Track Gravel	11.90
Pro Building Supply Inc	125520	Staircase Supplies	2.95
Pro Building Supply Inc	125536	Weight Room Materials for new entry	2,835.60
Pro Building Supply Inc	125590	Building Supplies	11.58
Total Pro Building Supply Inc			5,965.86
Pro Quest	70529691	SIRS Subscription	1,262.96
Total Pro Quest			1,262.96
RAM Distributing	055356	Cleaning Supplies/HS-Elem	536.00
Total RAM Distributing			536.00
Really Good Stuff	6551079	Classroom supplies	92.82
Total Really Good Stuff			92.82
Scholastic Inc.	M6437151	Que Tal - Deb Johnson Textbooks/Spanish	175.78
Scholastic Inc.	M6451767	Scholastic News Grade 3	170.78
Scholastic Inc.	M6466584	Kindergarten Science	126.04
Total Scholastic Inc.			472.60

Vendor Name	Invoice Number	Description	Amount
School Mate	IN000496720	MS Planners	184.00
School Mate	IN000496733	Kindergarten Planners	140.00
School Mate	IN000496797	Elem. Planner	140.00
School Mate	IN000496802	Primary Planners Grades 3-4	122.50
Total School Mate			586.50
SpartanNash	935514	Office Supplies	11.72
Total SpartanNash			11.72
Spelling City	1144676	K-4 80 licenses	216.00
Total Spelling City			216.00
Supreme School Supply Company	85611	Office Supplies	88.07
Total Supreme School Supply Company			88.07
Svoboda's True Value	C126055	Paint/Rollers	26.97
Svoboda's True Value	C126557	Paint Tray	2.98
Svoboda's True Value	C126871	Bus Barn Garage Door Bulb	10.98
Svoboda's True Value	C128487	Supplies - Building	18.99
Svoboda's True Value	D157454	Drill/Drill Bit	143.78
Svoboda's True Value	D158023	PVC	19.97
Svoboda's True Value	D158631	Building Supplies	11.83
Svoboda's True Value	D158748	Power Strip	41.93
Svoboda's True Value	D159690	Custodial Supplies - Wilcox	46.82
Total Svoboda's True Value			324.25
Town & Country Service	11536	Parts	4.32
Town & Country Service	11891	Parts	2.36
Total Town & Country Service			6.68
Verizon Business	WilcoxTele-0001	Wilcox Site Telephone Bill	69.67
Total Verizon Business			69.67
Verizon Wireless	9810885170-0001	Cell Phone Bill	30.71
Total Verizon Wireless			30.71
Village Of Hildreth	15	Annual Website Fee	75.00
Village Of Hildreth	MS-Utiliti-0001	MS Utilities	1,635.47
Total Village Of Hildreth			1,710.47
Village Of Wilcox	WilcoxUtil-0001	Wilcox Site Utilities	6,833.32
Total Village Of Wilcox			6,833.32
VISA	Hinrichs C-0001	FBLA Charges/Travel/Fuel Charges/Busines	416.19
VISA	Patterson--0001	Patterson CC Charges/Early Childhood	309.15
Total VISA			725.34
Weides Water LLC	6343	Hot water storage was leaking/Repair	470.00
Weides Water LLC	6347	Prime Circulation Pump for swimming pool	50.00
Total Weides Water LLC			520.00
White Auto Glass Inc	6431-26965	Windshield Pit Repair	38.00

Vendor Name	Invoice Number	Description	Amount
Total White Auto Glass Inc			38.00
Wil-Hil Activity Account	Act. Transfer	Transfer to Activity Fund Year-End	20,000.00
Total Wil-Hil Activity Account			20,000.00
Wilcox Cafe	10927754	Staff Meal provided by BOE	755.86
Total Wilcox Cafe			755.86
Wilcox-Hildreth Depreciation Fund	8/16/18 Computer	Expense Computer Hardware to Depre.	400,000.00
Total Wilcox-Hildreth Depreciation Fund			400,000.00
Wilcox-Hildreth Lunch Account	Transfer 8/31/2018	Transfer to Nutrition Fund 8/2018	80,000.00
Total Wilcox-Hildreth Lunch Account			80,000.00
Windstream	Super Phon-0001	Superintendent Phone Line	6.14
Total Windstream			6.14
Woodward's Disposal Seervice	NO8810-2526	Document Destruction Service	70.00
Total Woodward's Disposal Seervice			70.00
Yanda's Music And Pro Audio	357535-0001	Instrument Repair	15.99
Yanda's Music And Pro Audio	358960-0001	Instrument Repair/Trumpet	68.95
Total Yanda's Music And Pro Audio			84.94
Zimmerman Printing & Shirt Shack	55550	Falcon Postcards	96.50
Total Zimmerman Printing & Shirt Shack			96.50
Fund Number 01			721,371.95
Checking Account ID 1			721,371.95
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
NASB ALICAP	18-19 Premium	18-19 Insurance Premium	1,892.25
Total NASB ALICAP			1,892.25
Fund Number 06			1,892.25
Checking Account ID 6			1,892.25

GENERAL FUND		
Balance 7/1/2017		**$4,112,468.76**
County Receipts	$26,027.61	
Motor Vehicle Taxes	$6,268.84	
Local License Fees		
Interest Earned	$5,309.12	
Other Local Receipts	$100.00	
County Fines & Licenses	$761.70	
Homestead Exemption	$1,915.27	
Other County Sources		
High Ability Learners		
State Aid		
SPED Programs		
SPED Transportation		
State Apportionment		
Special Bldg		
Personal Prop. Tax Credit		
Property Tax Credit	$1,201.30	
Pro Rata Motor Vehicles	$1,310.95	
In Lieu of Taxes	$373.66	
Title I	$2,460.28	
Title IIA		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts		
Grant	$2,132.41	
Apple Reimbursement		
Medicaid Reimb		
Distance Learning	$958.33	
Lunch Tax/Retire	$62.17	
URM Service Fee	$1,498.83	
TOTAL RECEIPTS	**$50,380.47**	

Instructional Services	$285,129.21
SPED Service	$16,709.72
Student Support Service	$12,423.55
Support Services - Staff	$10,315.40
Board of Education	$1,270.66
Executive Administration	$12,095.40
Principal	$22,160.98
Business	$4,208.00
Operation-Maintenance	$45,649.40
Regular Transportation	$278.43
SPED Transportation	
Community Service	$10,847.05
Title I	$5,754.61
Lunch Fund Expenses	$62.17
State Categorical Program	$29.95
IDEA (4400)	
Transfers	
Distance Education	$1,069.50
URM	$1,498.83
TOTAL EXPENDITURES:	**$429,502.86**

ACCOUNT BALANCES	**31-Jul-17**
Depreciation	$872,343.80
General	$3,733,346.37
Lunch	$11,975.67
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,870.40
HS Activity	$327,940.80
MS Activity (Closed)	Closed-Moved to HS Activity
Gen Fund Clearing	$4,586.12
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$2,227.41
URM Fund	$30,557.56
Falcon Team Account	$1,034.45
Special Building Fund	$438,502.02
Total Funds	**$5,428,912.51**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$122,123.38
Transportation	$99,531.48
Building	$537,706.97
Track	$83,223.69
Interest	$29,758.28
TCD	$20,000.00
Total:	**$892,343.80**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of 7/31/20	$3,736,721.51
Outstanding Checks:	$3,375.14
Ending Balance:	**$3,733,346.37**

Ending Balance 6/30/2017 **$3,733,346.37**

Report Date 7/31/17

GENERAL FUND			**ACCOUNT BALANCES:**	**31-Jul-18**
7/1/18		**$4,480,624.53**	Depreciation	$742,324.15
County Receipts	$27,715.59		General	$4,155,677.21
Motor Vehicle Taxes	$6,232.28		Lunch	$38,545.79
Local License Fees			ADA	$527.91
Interest Earned	$7,942.52		Building (Hildreth)	Closed-Moved to Sp. Bldg.
Other Local Receipts			Employee Benefit	$5,939.10
County Fines & Licenses	$474.31		HS Activity	$358,529.20
Homestead Exemption	$1,924.93		MS Activity (Closed)	$0.00
Other County Sources			Gen Fund Clearing	$4,578.37
High Ability Learners			MS Clearing	Closed-Moved to HS Clearing
State Aid			Student Fee	$4,755.61
SPED Programs			URM Fund	$14,928.55
SPED Transportation			Falcon Team Account	$1,034.45
State Apportionment			Special Building Fund	$528,634.34
Pers. Prop Tax Credit			**Total Funds**	**$5,855,474.68**
Property Tax Relief				
Pro Rata Motor Vehicles	$744.39			
In Lieu of Taxes	$215.93		**DEPRECIATION FUND BREAKDOWN:**	
Tax Credit			Charter Reimb	$122,123.38
Title I	$2,842.38		Transportation	$73,881.48
Title IIA			Building	$368,169.54
IDEA Base			Track	$83,223.69
IDEA Base Part B-2			Interest	$44,926.06
Misc Receipts	$791.20		Computer Hardware	$50,000.00
Grant			TCD	$20,000.00
Apple Reimbursement				
Medicaid Reimb				
U.S. Fish & Wildlife	$1,259.88			
Lunch Tax/Retire	$44.57		**Total:**	**$762,324.15**
URM Service Fee	$1,379.65			
TOTAL RECEIPTS	**$51,567.63**			
Instructional Services	$219,385.80			
SPED Service	$13,912.29			
Student Support Service	$7,492.11			
Support Services - Staff	$16,211.95			
Board of Education	$3,745.86			
Executive Administratior	$11,951.77			
Principal	$17,068.96		**GENERAL FUND BANK RECONCILIATION:**	
Business	$16,333.10			
Operation-Maintenance	$47,438.72		Bank Balance as of 7/31/2018	$4,161,451.61
Regular Transportation	$3,817.73		Outstanding Checks:	$5,774.40
SPED Transportation			**Ending Balance:**	**$4,155,677.21**
Community Service	$7,822.78			
Title I	$5,927.04			
Lunch Fund Expenses	$44.57			
State Categorical Progra	$300.00			
Title IIA	$632.53			
HAL	$50.09			
Building Acquisition	$3,000.00			
URM	$1,379.65			
Non-Program Expend.				
TOTAL EXPENDITURES	**$376,514.95**			
Ending Balance 7/31/2018		**$4,155,677.21**		**Report Date 7/31/2018**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 17-18**	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	**$2,495,500**	$147,567	$144,564	$141,071	$140,335	$140,402	$138,106	$137,806	$158,813	$154,175	$217,860	$217,117	$230,329	$1,968,145	$527,355
4	1200's	SPED	**$514,500**	$22,795	$26,066	$27,137	$26,532	$24,178	$27,452	$35,926	$27,192	$27,666	$62,137	$13,912	$27,856	$348,851	$165,649
5	2100's	Sup Ser Pupils	**$250,600**	$29,754	$9,136	$8,781	$28,492	$8,965	$8,288	$14,845	$13,106	$9,261	$53,419	$7,492	$29,096	$220,635	$29,965
6	2200's	Sup Ser Staff	**$221,500**	$14,049	$13,334	$14,687	$13,438	$13,659	$13,520	$13,876	$16,354	$14,923	$13,334	$16,212	$30,810	$188,196	$33,304
7	2310's	Board	**$58,000**	$475	$2,413	$2,413	$3,018	$8,249	$3,827	$1,475	$32,452	$5,305	$1,213	$3,746	$1,313	$65,898	-$7,898
8	2320's	Exec Admin	**$154,900**	$10,930	$10,970	$12,888	$11,479	$11,546	$10,981	$11,189	$11,707	$12,819	$11,594	$12,127	$12,802	$141,031	$13,869
9	2400's	Principal	**$342,000**	$24,954	$24,965	$25,633	$25,743	$24,603	$25,698	$24,627	$25,357	$26,177	$24,451	$17,654	$18,408	$288,268	$53,732
10	2500's	Business	**$129,000**	$1,010	$10,714	$5,069	$6,490	$3,137	$5,639	$5,009	$1,938	$4,607	$5,985	$16,395	$14,979	$80,971	$48,029
11	2600's	Main & Oper	**$693,000**	$54,468	$42,985	$43,254	$43,932	$35,842	$60,594	$48,874	$39,949	$48,177	$51,708	$47,439	$260,826	$778,050	-$85,050
12	2750's	Reg Trans	**$266,500**	$19,045	$18,772	$19,664	$22,163	$16,987	$21,608	$20,751	$19,498	$20,866	$16,013	$3,817	$209,489	$408,674	-$142,174
13	2760's	SPED Trans	**$2,600**		$0	$0	$376	$0	$0	$0	$0					$376	-$142,174
14	3000's	HAL & Community	**$45,000**	$2,797	$570	$1,118	$1,932	$50	$767	$165	$50	$50	$7,845	$7,873	$7,549	$30,765	$14,235
15	3500's	State Categorical	**$2,000**	$386	$235	$235	$386	$642	$642	$642	$642	$407	$1,377	$300		$5,891	-$3,891
16	4500's	Building Acquisition												$3,000		$3,000	-$3,000
17	6000's	Federal	**$123,400**	$13,431	$5,927	$23,512	$47,014	$6,259	$7,238	$36,776	$6,786	$6,786	$18,506	$6,560	$17,516	$196,310	-$72,910
18	1300's	Summer School	**$5,500**											$2,968	$82	$3,050	$2,450
19	8000's	Transfers	**$90,000**												$100,000		
20	9000's	Non-Program											$2,000				
21		EMC Reimbursement															
22	Total		**$5,394,000**	$341,659	$310,649	$325,463	$371,332	$294,519	$324,360	$351,961	$353,844	$331,219	$487,441	$376,611	$961,055	$4,830,111	$563,889
23																	
24	**Total Monthly Expenses:**																
25	General		**$4,746,000**	$305,047	$278,421	$274,578	$297,023	$263,441	$289,028	$278,617	$319,225	$296,360	$403,421	$349,872	$915,600	$4,270,634	$475,366
26	SPED		**$517,100**	$22,795	$26,066	$27,137	$26,908	$24,178	$27,452	$35,926	$27,192	$27,666	$62,137	$13,912	$27,856	$349,227	$167,873
27	Federal		**$123,400**	$13,431	$5,927	$23,512	$47,014	$6,259	$7,238	$36,776	$6,786	$6,786	$18,506	$6,560	$17,516	$196,310	-$72,910
28	Total		**$5,386,500**	$341,273	$310,414	$325,228	$370,946	$293,878	$323,718	$351,319	$353,203	$330,812	$484,064	$370,344	$960,973	$4,816,171	$570,329
29																	
30	**Total Yearly Expenses:**																
31	General		**$4,656,000**	$305,047	$583,469	$858,047	$1,155,070	$1,418,511	$1,707,539	$1,986,156	$2,305,381	$2,601,741	$3,005,162	$3,355,034	$4,270,634	$4,270,634	$385,366
32	SPED		**$517,100**	$22,795	$48,861	$75,998	$102,907	$127,085	$154,537	$190,463	$217,656	$245,322	$307,459	$321,371	$349,227	$349,227	$167,873
33	Federal		**$123,400**	$13,431	$19,358	$42,870	$89,884	$96,143	$103,381	$140,156	$146,942	$153,728	$172,234	$178,793	$196,310	$196,310	-$72,910
34	Total		**$5,296,500**	$341,273	$651,687	$976,915	$1,347,861	$1,641,739	$1,965,457	$2,316,776	$2,669,978	$3,000,790	$3,484,854	$3,855,198	$4,816,171	$4,816,171	$480,329
35																	
36	**Total Unencumbered:**																
37	General		**$4,746,000**	$4,440,953	$4,162,531	$3,887,953	$3,590,930	$3,327,489	$3,038,461	$2,759,844	$2,440,619	$2,144,259	$1,740,838	$1,390,966	$475,366		
38	SPED		**$517,100**	$494,305	$468,239	$441,102	$414,193	$390,015	$362,563	$326,637	$299,444	$271,778	$209,641	$195,729	$167,873		
39	Federal		**$123,400**	$109,969	$104,042	$80,530	$33,516	$27,257	$20,019	-$16,756	-$23,542	-$30,328	-$48,834	-$55,393	-$72,910		
40	Total		**$5,386,500**	$5,045,227	$4,734,813	$4,409,585	$4,038,639	$3,744,761	$3,421,043	$3,069,724	$2,716,522	$2,385,710	$1,901,646	$1,531,302	$570,329		
41																	
42	Gen Budget Avg Spend Down			$4,350,658	$3,954,842	$3,559,500	$3,163,684	$2,768,342	$2,373,000	$1,977,658	$1,581,842	$1,186,500	$791,158	$395,342	$0		
43	Total Budget Avg Spend Down			$4,944,680	$4,494,820	$4,045,500	$3,595,640	$3,146,320	$2,697,000	$2,247,680	$1,797,820	$1,348,500	$899,180	$449,320	$0		

4000 Series Policies

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4001
Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights

to military reservists and National Guard members called to active duty

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

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

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

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

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

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

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

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

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

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

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: _____
Revised on: _____
Reviewed on: _____

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.

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. 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. 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.

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.

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.

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. 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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

NOTE TO BE DELETED: PICK OPTION A OR OPTION B AND DELETE THE OPTION NOT USED

4010
[Option A] 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: _____
Revised on: _____
Reviewed on: _____

4010
[Option B] Inclement Weather

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather.

If school is canceled during the day because of inclement weather, classified and certified personnel 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: _____
Revised on: _____
Reviewed on: _____

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

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

I. Qualifying for Leave

A. Qualified Employees

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

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

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

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

2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be 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;

    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; or

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.

    <u>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</u>

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

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

C. Limitations on Leave

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

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

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

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

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

D. Qualifying Notice and Certification

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

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;

2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;

3. Second or third medical opinions and periodic re-certifications (at the school district's expense);

4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

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

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

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA

leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

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

C. Group Health Plan Benefits

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

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

D. Intermittent or Reduced-Schedule Leave

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

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

   b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an

eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

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

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

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

f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee

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

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

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

III. Return from Leave

A. Restoration to Position

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

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

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or

position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

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

2. If the school district intends to deny restoration to such an employee, it will:

   a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

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

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

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

C. Failure to Return from Leave

a. 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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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 personality-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: _____
Revised on: _____
Reviewed on: _____

4013
Grievance Procedure

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: _____
Revised on: _____
Reviewed on: _____

4014
Employment-Related Sexual Harassment

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

> Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:
>
> (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
>
> (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
>
> (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication

using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of students is addressed in a separate policy.

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

4015
Prohibition Against Employment of Board Members

Nebraska statutes prohibit board members from serving as a teacher on a regular teaching contract.

The board will allow a member of the board of education to be employed by the school district in a non-teaching capacity, including substitute teaching. Board members who are also employed by the district are strictly prohibited from discussing any issue with students, staff or parents in their capacity as an employee that may come before the board.

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.

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: _____
Revised on: _____
Reviewed on: _____

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 all supplies used, damage caused, or the loss or theft of borrowed property.

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

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: _____
Revised on: _____
Reviewed on: _____

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 district 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. Members of the safety committee shall be established through the collective bargaining process.

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: _____
Revised on: _____
Reviewed on: _____

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

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: _____
Revised on: _____
Reviewed on: _____

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: _____
Revised on: _____
Reviewed on: _____

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 at 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 superintendents other duties shall be included in his or her job description, contract, or as otherwise assigned by the board.

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

4027
Part-Time Certified Employees

Percentage of Time. The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.

Acquiring Permanent Status. A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

Salary. The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association.[1] The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

Horizontal Movement on the Salary Schedule. A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule, and according to the applicable district policies.

Attendance at In-service Meetings, Faculty Meetings, and School Activities. A part-time teacher is responsible for attending in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

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[1] If your negotiated agreement is silent on this issue, substitute the following sentence for this one preceding this footnote: The salary, benefits and leave entitlement of a part-time teacher shall be determined by multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic year's negotiated agreement.

Continuation of Employment. The school district administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

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

4028
Substitute Teachers

A substitute teacher is an educator who possesses the required certification from the Nebraska Department of Education and is employed to fill a teaching position on a temporary basis. The board shall establish the pay and benefits for substitute teachers.

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

4029
Salary Schedule for Certificated Employees

The board of education recognizes the "salary schedule" and related provisions for compensation currently in effect resulting from negotiations between the board and the education association. This policy is intended to supplement the terms and conditions contained in the collective bargaining agreement. If there is any conflict between the terms of this policy and the collective bargaining agreement, the terms of the negotiated agreement shall control.

Horizontal Advancement. Teachers who wish to advance horizontally on the salary schedule must notify the superintendent in writing prior to June 1 of the preceding school year. The teacher must furnish the superintendent with college transcripts by September 10 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by September 10, the teacher must provide the superintendent with written confirmation by September 10 from a college official attesting that the teacher has satisfactorily completed the courses.

Movement Past the BA Column. Teachers who wish to advance beyond the BA column must be accepted in a Masters Program that relates to their teaching field, as determined by the superintendent. Teachers must inform the superintendent of their enrollment prior to the beginning of their class to discuss its work-related objectives.

Movement Past the MA Column. Teachers who wish to advance beyond the MA column must be enrolled in course work that relates to their teaching field, as determined by the superintendent. Teachers must inform the superintendent of their enrollment prior to the beginning of their class to discuss its work-related objectives.

Superintendent's Review. The superintendent shall review all requests for advancement on the salary schedule resulting from a teacher's acquiring additional teaching experience or for completion of college courses, and shall report all changes to the board of education annually.

Vertical Advancement. A teacher may advance only one step vertically on the schedule in any year.

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

4030
Evaluation of Certificated Employees

All certificated employees to be evaluated shall be notified annually in writing of the evaluation process. A certificated administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each probationary certificated employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is a superintendent, he or she shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

The school district will train administrators in evaluation annually through meetings with the superintendent or other administrator, attendance at regional, state or national workshops, or any other method approved by the superintendent.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

> **Entire Instructional Period.** For certificated employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certificated employee in any activities in a classroom setting. When a certificated employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certificated employee performing activities that are typical of his or her position.

This policy and the evaluation instrument shall be included in the teacher handbook which will be distributed to staff members upon their employment and annually thereafter.

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

4031
Evaluation of Probationary Certified Employees

A certificated administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester. The administrator will provide each employee with a written list of deficiencies, concrete suggestions for improvement, and sufficient time to improve.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

Entire Instructional Period. For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

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

4032
Professional Growth

Every six years, permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.

The board of education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

Professional growth units may not be awarded if the applicant has been paid for a non-college activity.

Listed are the activities for which growth points may be obtained and in addition, the maximum number of points allowed. The required 24 points may be earned in a single year or over a period of six years. Points earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

Professional Development Activity		**Points Criteria**
I. Coursework		
	A. College or University Courses	One semester hour = 4 pts
	B. Verified Audit of College or University Courses	One semester hour = 4 pts
II. Professional Meetings		
	A. Workshops, curriculum conf. & conventions	Three seat hours = 1 pt
	B. TV or Internet In-Service Programs	Six viewing hours = 1 pt
	C. Professional presentations prepared and presented to adults at a workshop, conference, or convention	One hour = 1 pt
III. Other Pre-Approved Activities		
	A. Professional research related to pedagogy	Administrative discretion- up to 4 pts
	B. Publication of work in professional journals or other educational related materials	Administrative discretion- up to 4 pts
	C. Travel to destination related to endorsed area or subject matter of assigned curriculum	Administrative discretion- up to 4 pts
	D. School visitations or accreditation/visitation committees	One day = 1 pt
	E. Summer employment related to endorsed area or subject matter of assigned curriculum	Administrative discretion- up to 4 pts
	F. Service as a "cooperating Teacher" for student teacher	One semester = 1 pt
	G. Service as an appointed or elected officer of a professional organization	Administrative discretion- up to 4 pts
	H. Other activities not included above may be considered by the Professional Growth Committee after prior approval from the administration	Administrative discretion- up to 4 pts

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

4034
Staff Handbook

The superintendent or designee shall annually formulate, review and revise a staff handbook that will contain information about the district's employment policies and practices. The staff handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

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

4037
Reduction In Force

The board of education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.

2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.

    a. Programs to be offered;
    b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the

endorsement(s) shown on each teacher's Nebraska Teaching Certificate;

c. State and federal laws or regulations that may mandate certain employment practices;

d. Involvement in the programs and activities sponsored by the school district;

e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district;

f. The organizational and educational effect caused by multiple part-time certificated employees;

g. Formal and informal evaluation of staff performance by supervising administrators and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by board policy in effect at the time of the reduction and the evaluation forms shall be those on file with the Nebraska Department of Education for the district;

h. Any other reasons that are rationally related to the instruction in or administration of the school district.

4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.

a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.

b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.

c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.

d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. **Rights of Recall.**
   a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.
   b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
   c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.
   d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

6. **Current Teaching Certificate.**
   a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.
   b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

7. **Address Records.**
   a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
   b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

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

4038
Classified Staff Defined

The term "classified staff" means all employees other than certificated teachers and administrators. Classified staff employees are employed at will, and their employment may be amended or terminated at any time and without any cause.

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

4039
Employment of Classified Staff

The superintendent or designee shall hire classified staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations. The superintendent or designee may, but is not required to, conduct a criminal background check on any classified staff applicant, provided that such check shall occur only after the school district has determined that the applicant meets the minimum employment qualifications. This policy shall not prevent the school district from requiring an applicant to disclose his or her criminal record or history relating to sexual or physical abuse prior to any minimum employment qualification determination.

The superintendent or designee shall discipline and discharge classified staff as appropriate.

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

4040
Employment Terms for Classified Staff

If you have set out the terms of employment for classified staff in a staff handbook or individual staff contracts you do not need to adopt this policy

Each position listed below shall be hired by the superintendent on the terms stated.

Head and Assistant Custodian

Employed on a 12-month basis
Provided appropriate level of full coverage insurance
Allowed two weeks paid vacation after 1 full school term of employment; 3 weeks after 3 years.
Allowed 15 days of sick leave per year, cumulative to 40 days
Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, the Fourth of July and Memorial Day

Superintendent's Secretary

Employed on a 12-month basis
Provided appropriate level of full coverage insurance
Allowed two weeks paid vacation after 1 full school term of employment; 3 weeks after 3 years.
Allowed 15 days of sick leave per year, cumulative to 40 days
Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, the Fourth of July and Memorial Day

Principal's Secretary

Employed on an hourly basis only as needed
Allowed 5 days of paid sick leave, cumulative to 15 days
No paid holidays are granted for this position
Allowed 2 personal days per year

Cooks

Employed during the school term only
Allowed 5 days of paid sick leave, cumulative to 15 days
No paid holidays are granted for this position
Allowed 2 personal days per year
Paid from the Hot Lunch Fund

Physical Exam

Any non-certified school employees who are required to do so by law must have a yearly physical examination.

Required physical exams will be paid for by the district and a written notice given to the superintendent previous to September 1 of the ensuing year.
The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent.
If the employee wishes to go to a doctor other than the one specified by the board, the expenses will not be borne by the district.

Summer Workshops for Food Handlers

Those employed to handle and prepare food for the Hot Lunch Program are asked to attend the school provided by the State Department of Food Services.
All costs of the school and registration fees will be paid by the board of education. Transportation will be provided.

Non-Certified Substitute Pay

A substitute for a non-certified staff member will be paid on an hourly rate set each year at the regular April school board meeting.

Paraeducators

Employed on an hourly basis only as needed
Allowed 5 days of paid sick leave, cumulative to 15 days
No paid holidays are granted for this position.
Allowed 2 personal days per year

Other Provisions Applicable to All Classified Staff

Rate of Pay

All classified staff shall be paid an hourly rate.
Classified employees who work more than 40 hours in a workweek shall receive 1½ times their regular hourly rate for each hour over 40 worked.

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

NOTE TO BE DELETED: PICK OPTION A OR OPTION B AND DELETE THE OPTION NOT USED

4041
[Option A] Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public.

Certified staff, paraeducators and office staff should generally dress in business casual attire.

Classroom staff **may not** wear the following types of clothing during the traditional school day from, when students or visitors are in attendance, or when the employee is supervising, directing or coaching students when the public is in attendance:

- For men: shirts worn without ties, except when the shirt has a logo which identifies the school and/or the school's mascot.
- Sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium or on a playing field or at athletic or other activity practices.
- Shorts, except when teaching physical education class or at athletic or other activity practices.
- Blue jeans, except at athletic or other activity practices.
- Any clothing which is immodest and may distract other employees or students in the learning environment.

The building principal may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days").

The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community. To help meet that end, jeans of any color may not be worn except on Friday which is considered a "dress down" day.

Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

Adopted on _____
Reviewed on _____
Revised on _____

4041
[Option B] Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

I. Staff Expectations in Dress and Appearance

A. General Expectations in Dress and Appearance

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.

2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

B. Unacceptable Forms of Dress and Appearance

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
   - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
   - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
   - Shorts, except when teaching physical education class or at athletic or other activity practices.
   - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
   - Hats, except when worn outside for sun coverage.
   - Rubber soled 'flip flop' thong sandals.
   - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
   - Any attire which is immodest or may distract other employees or students in the learning environment.

II. Enforcement

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action.

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

4042
Employee Social Security Numbers

Nebraska law prohibits employers from using or publishing an employee's social security number except under certain specified circumstances. This district shall comply with this law and take reasonable steps to protect the confidentiality of employees' social security numbers. However, neither state law nor this policy prohibits the district from using the last four digits of an employee's social security number as an employee identification number or in any other reasonable manner.

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

4043
Professional Boundaries Between Employees and Students

School district 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. 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.

Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- 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. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and

inappropriate for persons other than the individual student to receive (i.e. grades).

- 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?"

An employee is required to make a report to 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 _____.

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 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.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

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

4044
Political Activity by Staff Members

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

The following activities are prohibited during an employee's work time (including duty-free lunch and planning periods):

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.

2. Discussing with students opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.

3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).

4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.

5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.

6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any school district resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.

2. Using school district property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.

3. Spending district funds to urge votes to vote for or against a candidate or ballot proposition

4. Requiring employees to engage in political campaign activities as part of their job duties.

5. Providing employees with additional compensation or benefits for engaging in political activities.

6. Representing an employee's personal political position as the position of the school district or the board of education.

7. Engaging in any other activity prohibited by state law.

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

4045
Milk Expression

The district will provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

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

4046
Internet Searches Regarding Potential Employees

Members of the administrative team or of a hiring committee (hereinafter "the committee") may conduct internet research about job applicants by using the following protocol, except that no criminal history record information check shall be made until the school district has determined that the applicant meets the minimum employment qualifications:

1. The committee may conduct internet searches using candidates' full names and any aliases. The committee may also search candidates' full names and any aliases on Facebook, Instagram, LinkedIn, Twitter, YouTube, and other social networking websites.

2. All applicants or all finalists must have the same research conducted about them. For example, if the committee conducts a search on Google using the name of one applicant in order to determine whether to include that applicant in the list of finalists, the committee must also conduct an identical search of all applicants' names.

3. The committee may not use deception to gain access to applicants' social networking pages, blogs, or other on-line media and will not require applicants for employment to provide the district with their username or password to personal social media accounts.

4. The committee must take reasonable steps to verify the reliability of the information obtained in the search, including consulting with the applicant for confirmation of accuracy, if appropriate.

5. The committee will consider the following information to be relevant in making hiring decisions about an applicant based on information obtained through internet research:

    a. Disparaging remarks made about current or former co-workers, supervisors, or employers;

    b. Discriminatory, harassing, or demeaning behavior or comments;

    c. Unprofessional, lewd, or obscene behavior or remarks;

    d. Criminal activity;

e. Information which indicates the applicant will or will not be able to perform the essential functions of the position sought; and

f. Information which indicates that the applicant is particularly suited or unsuited to the position sought.

6. The committee will retain documents to demonstrate its compliance with this policy with other documentation relevant to the job search.

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

4048
Assessment Administration and Security

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

1. Assessment Responsibilities

a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:

- overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;

- obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;

- informing the board of education of changes to the Nebraska State Accountability Security Procedures; and

- signing and enforcing the Nebraska State Accountability Test Security Agreement.

b. Every classroom teacher or other staff member who administers assessments is responsible for:

- complying with the Nebraska State Accountability Security Procedures;

- taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

2. Security Violations and Cheating

a. Classroom assessments

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

b. State Accountability Tests

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

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

4050
Overtime and Compensatory Time

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the district shall pay him/her at the rate of one and one-half (1½) times his/her regular rate of pay for each additional hour of overtime. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the district's operations.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular hourly rate paid to the employee during the last three years of his/her employment, or (2) the final regular hourly rate paid to the employee, whichever is higher.

Payment for unused compensatory time shall be at the employee's regular rate of pay for each hour of compensatory time, not one and one-half (1½) times the regular rate of pay.

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

4051
Staff and District Social Media Use

Social media 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 district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.

2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.

3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Bulldog Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.

3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.

4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about

appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

1. Staff may use social media for instructional purposes.

2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.

3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media 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.

C. Unacceptable Use

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.

2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;

3. Contains threatening, harassing, or discriminatory words or phrases;

4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or

5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

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

4052
Job References to Prospective Employers

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees.

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

4053
Conflict of Interest

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

1. Definitions. For the purposes of this policy:

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

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

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

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

2. Contracts with the School District.

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

b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.

c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family (parent, spouse, or child) has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

a. An employee may employ or recommend or supervise the employment of an immediate family member if:

(1) The employee does not abuse his or her position.

(a) Abuse of official position shall include, but not be limited to, employing an immediate family member:

(i) who is not qualified for and able to perform the duties of the position;

(ii) for any unreasonably high salary;

(iii) who is not required to perform the duties of the position.

(2) The employee makes a reasonable solicitation and consideration of applications for employment.

(3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.

(4) The board approves the employment or supervisory position.

b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

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

   a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

      (1) a public official, public employee, or candidate.

      (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

      (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

   b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

   c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.

   d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

   a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination

or election of a candidate or the qualification, passage, or defeat of a ballot question.

b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.

c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.

d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

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

6. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

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

4054
Reporting Child Abuse or Neglect

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.

2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.

3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.

4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

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

4055
Head Teacher

The Board of Education finds that in order to provide for the effective management of the school system, to provide for harmonious working relationships among teaching staff, and to facilitate coordination of curriculum and extracurricular instruction, the district should create the position Head Teacher.

1) Assignment and Compensation
   a) The Superintendent shall recommend an existing staff member to the Board of Education and the board shall approve or disapprove that recommendation. If the board disapproves the Superintendent's recommendation, the Superintendent shall recommend another candidate.
   b) The assignment of a staff member to the position of Head Teacher shall be for the upcoming school year only, although the same teacher may be reassigned to the position for as many successive years as the Superintendent and Board determine to be appropriate.
   c) The Head Teacher assignment is not a part of the teacher's basic teaching contract with the district, and is not subject to any of the provisions of the continuing contract law set forth in section 79-824 through 79-842 of the Nebraska Statutes.
   d) Compensation for Head Teacher duties will be negotiated with the Education Association and listed on the salary schedule for other extracurricular and non-curricular assignments.

2) Duties
   a) The Head Teacher will be the Principal's (or Superintendent's) designee for all circumstances contemplated by board policy or state statute.
   b) The Head Teacher will act as the building (or district's) administrator when the Principal (or Superintendent) is absent from the district or otherwise unable to perform administrative duties.

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

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.

SELECT **ONE** OF THE FOLLOWING PARAGRAPHS

As a general matter, the board will not release certificated staff members from their contractual obligations. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

OR

Staff members who submit their resignations to the board of education by April 15th **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

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

4057
Superintendent Evaluation

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the October board meeting, and (2) at or prior to the January board meeting. Annual evaluations shall take place at a board meeting held during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. The superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

4058
Confidentiality in Counseling and Guidance

The school district provides students with a certificated school guidance counselor. Information that students provide to counselors is confidential but not legally privileged. The counselor will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor will also contact parents and law enforcement officials as appropriate.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

When a counselor is in doubt about what information to release, he or she should discuss the matter with the building principal or with the superintendent.

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

4059
Suicide Prevention Training

The following employees are required to complete at least one hour of suicide awareness and prevention training every year:

- school nurses
- teachers
- counselors
- school psychologists
- administrators
- school social workers
- community coaches
- paraeducators
- bus drivers
- kitchen staff
- custodians
- secretarial and clerical staff

These employees must complete the online training provided by the Nebraska Department of Education no later than October 31 of each school year or within 30 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of an employee's contract.

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

4060
School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Obtain and provide a copy of his or her current driving record from the department of motor vehicles at least one time per school year to the superintendent or his or her designee.
- Be at least 19 years of age.

School personnel must notify the superintendent or his or her designee about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;
- If the citation or conviction occurred within the last ___ years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated __ points or more under an operator's license point system within the last __ years.

The superintendent or his or her designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or his or her designee will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee's duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a physician) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the superintendent or his or her designee as soon as practicable, but no later than 24 hours of receipt. The superintendent must report his or her accidents, infractions, violations, or citations to the board president.

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

4061
Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical

improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

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

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

August 20, 2018

To: Wilcox-Hildreth Board of Education
From: Carl Dietz, Superintendent

DISCUSSION ITEMS-

Superintendent's Report:

A. FINANCES
- ❖ 90% of the budget is spent compared to August 2017, 74%. (100% of the year complete).
- ❖ General Fund Cash Balance on July 30 was $4,155,677 compared to about $3.7 million last year, and approximately $2.6 million two years ago. Right now we could be close to having about $3.2 million in cash balance at the end of the fiscal year. This compares to $3.1 million last year and $2.4 two years ago.
- ❖ Through August 2018 we have spent $4,821,848 compared to approximately $4.3 million last year, $4.3 million two years ago and approximately $4.0 million three years ago. The large increase is due to the $500,000 transferred from General Fund to Activities, School Nutrition and Depreciation in the month of August.
- ❖ Total payroll for 2017-18 is projected to be approximately $3.1 million compared to $2.8 million last year. Payroll during the 2013-14 fiscal year was about $3.6 million.

B. BUILDINGS AND GROUNDS:
- ❖ An inspector from SpecPro, the window company, was here on Thursday to look at the leaking windows. He noticed immediately why the windows were leaking. In so many words, he said that this will not be an easy fix. We are probably looking at a summer project, and when they tear the windows out, there may be other structural issues that we cannot see right now. On Monday, I received an email from SpecPro and they are sending another person to inspect the windows on Thursday. I've also visited with Mark Lewis from BD Construction. Mark plans to bring one of their engineers to inspect the windows sometime early this week.
- ❖ Work on the parking lot has begun.
- ❖ The door in the weight room is completed, but I'm not entirely happy with how it looks. I can explain in more detail later.
- ❖ I ordered a van through the Government Fleet Purchase Program last spring, and we have been billed for this vehicle. The dealer I am working with was having trouble getting one of the Fleet vehicles, thus the delay. We will have this vehicle in our fleet within a week, and it will be paid during these August bills.

C. OTHER:
- ❖ Other than some building issues, we are off to and excellent start of the school year. I feel very good about the staff and the students. The teachers seem to be working very well as a team.