Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, October 15, 2018
High School Media Center - 8:00 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 September 17, 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 2019-2021 superintendent contract for Justin Patterson.

5.B. Discuss, Consider and take all necessary action to approve Board Policies 4027-4061.

6. Discussion Items

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report

8. Next Board Meeting: Monday, November, 19 7:00 a.m. Hildreth.

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, September 17, 2018 ~ 8:10 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. Consent Agenda
The Consent Agenda consists of approval of the agenda for this meeting, approval of minutes of the August 20, 2018 Regular Meeting , General Fund Claims in the amount of $83,766.95. Payroll in the amount of $273,444.30. School Lunch Fund in the amount of $ ($7,471.38 Lunch Fund Payroll) and Special Building Fund in the amount of $80,000.00.
Motion by Aaron Pistulka, seconded by Kert Hansen, 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

3.A. Approval of Agenda

3.B. Approval of minutes of August 20, 2018 Budget Workshop Meeting and Regular Board of Education Meeting and August 22, 2018 Special Board Meeting.

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public
Jonathon Olson and his mother and father were present. Kelly Simmons was present.

5. Action Items

5.A. Discuss, Consider and take all necessary action to approve Option Enrollment of expelled student Jonathon Olson.
Motion by Roger Boyer, seconded by Kert Hansen, to to accept the option enrollment of student Jonathon Olson. 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.B. Discuss, Consider and take all necessary action to approve the 2018-2019 General Fund Budget of $5,498,000, Depreciation Fund $1,210,969, Employee Benefit Fund $25,222, Activities Fund $525,142, School Nutrition Fund $221,000, Special Building $1,215,361, QCPUF $1,733, and Student Fee $3,641.
Motion by Aaron Pistulka, seconded by Ryan Knaus, to to approve the 2018-2019 General Fund Budget of $5,498,000, Depreciation Fund $1,210,969, Employee Benefit Fund $25,222, Activities Fund $525,142, School Nutrition Fund $221,000, Special Building $1,215,361, QCPUF $1,733, and Student Fee $3,641. 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.C. Discuss, Consider and take all necessary action to approve the 2018-2019 General Fund Tax Request of $3,478,342.39, and Special Building Fund $737,373.73.
Motion by Kert Hansen, seconded by Roger Boyer, to the 2018-2019 General Fund Tax Request of $3,478,342.39, and Special Building Fund $737,373.73. 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.D. Discuss, Consider and take all necessary action to recognize the WHEA as the chief negotiators for all certified staff for the 2020-2021 school year.
Motion by Aaron Pistulka, seconded by Kert Hansen, to recognize the WHEA as the chief negotiators for all certified staff for the 2020-2021 school 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

5.E. Discuss, Consider and take all necessary action to approve resignation of superintendent Dietz at the end of the current contract year.
Motion by Ryan Knaus, seconded by Gary Jensen, to resignation of superintendent Dietz at the end of the current contract 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

5.F. Discuss, Consider and take all necessary action to approve Brent Penny as a Local Substitute under the Local Substitute Certificate Guidelines.
Motion by Aaron Pistulka, seconded by Ryan Knaus, to approve Brent Penny as a Local Substitute under the Local Substitute Certificate Guidelines. 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.G. Discuss, Consider and take all necessary action to approve policy #5052 School Wellness.
Motion by Kert Hansen, seconded by Roger Boyer, to approve policy #5052 School Wellness. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

6. Discussion Items

6.A. Discuss leasing/purchasing a bobcat for snow removal

7. Administrator Report

7.A. Superintendent Report
Mr. Dietz reported on:

1. School Finances
2. Building and Grounds
    1. SpecPro should be back at the Wilcox site on October 10, 2018 to finish the window repair project
    2. Parking lot construction update

7.B. Principal Report
Mr. Patterson reported on:

1. Snow removal options for the school district
2. Starting the beef in schools program at Wilcox-Hildreth Public Schools

8. Next Board Meeting: October 15, 2018 Wilcox

9. Adjourn
Motion by Aaron Pistulka, seconded by Gary Jensen, to Adjourn at 9:23 p.m. 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	
Black Hills Energy	102 N Stoc-0001	102 N Stockton Street	34.89
Black Hills Energy	102 N Stoc-0002	102 N. Stockton Street	382.83
Black Hills Energy	208 Stockt-0001	208 Stockton	36.02
Black Hills Energy	404 E. Sap-0001	404 E. Sapp Street	34.89
Black Hills Energy	613 Nelson-0003	MS Gas Service	248.42
Total Black Hills Energy			737.05
Builders How To Warehouse	428562	Building Supplies	316.65
Builders How To Warehouse	447996-0001	One Act Expenses	58.96
Builders How To Warehouse	449548	PVC	17.98
Total Builders How To Warehouse			393.59
CCS Presentation Systems	IN000138	Smart Board	5,542.13
CCS Presentation Systems	IN000139	HDMI Cord for Smart Board	28.96
Total CCS Presentation Systems			5,571.09
Cent. Fire And Safety Inc	57247	Fire Extinguisher Maintenance	553.50
Total Cent. Fire And Safety Inc			553.50
Cooperative Producers Inc	Sept. Bill-0001	Sept Bus Fuel Bill	3,588.67
Total Cooperative Producers Inc			3,588.67
Dallas Midwest	EC095340-BRT	Rubber Tak Boards - Elementary Wing	298.00
Total Dallas Midwest			298.00
DAS State Accounting-Central Finance	1134766	Interregional Fee	229.49
Total DAS State Accounting-Central Finance			229.49
Eakes Office Solutions	7605009-0	Michelle Office Supplies	94.19
Eakes Office Solutions	7607535-0	Dust Bag Kit	59.80
Eakes Office Solutions	7608523-0	Michelle Office Supplies	12.96
Eakes Office Solutions	7611066-0	Custodial Supplies	225.16
Eakes Office Solutions	7612650-0	Michelle Office Supplies	26.96
Total Eakes Office Solutions			419.07
EPS Educators Publishing Service	202501611741	Words I Use When I Write	12.00
Total EPS Educators Publishing Service			12.00
Esu #10	16740-1	Teaching & Learning Workshop	75.00
Total Esu #10			75.00
ESU #11	3437-0001	TechSupport Media/Overdrive	3,220.86
Total ESU #11			3,220.86
Fritz's Market	001000020801	Custodial Supplies	5.39
Fritz's Market	001000591224	Band Camp Supplies	15.65
Fritz's Market	002000151350	Custodial-Cord	12.59
Fritz's Market	August Invoices	FCS/Office/Staff Dev.	212.21
Fritz's Market	Sept. GF Invoices	Sept. Invoices	85.54
Total Fritz's Market			331.38
Frontier	3081880193-0001	Phone Bill - Hildreth Site	330.80
Total Frontier			330.80

Vendor Name	Invoice Number	Description	Amount
Gokie's Daylight Donut	Staff Donu-0001	Staff Inservice Donuts	89.85
Total Gokie's Daylight Donut			89.85
Great Plains Communications	Sept. Bill-0001	Sept Billing	390.74
Total Great Plains Communications			390.74
Hana Mach	10/8 Fin Aide Night	Financial Aid Night - Pizza	39.55
Total Hana Mach			39.55
Harlan County Journal	Sept. Billing	Help Wanted Ads	45.00
Total Harlan County Journal			45.00
Hilsabeck Sporting Goods	44463	Staff Shirts & Embroid.	78.00
Total Hilsabeck Sporting Goods			78.00
Holdrege Daily Citizen	277	Sept. Legal Publications	144.01
Total Holdrege Daily Citizen			144.01
Holdrege Medical Clinic, PC	Jurgens/Bu-0001	Bus Physical - Ryan Jurgens	149.00
Total Holdrege Medical Clinic, PC			149.00
Houghton-Mifflin-Harcourt	953995715-0001	Title 1 Saxon Phonic & Spelling	589.95
Houghton-Mifflin-Harcourt	954021428	Elem. Saxon Phonics & Spelling	589.95
Houghton-Mifflin-Harcourt	954021429	Elem. Saxon Phonics & Spelling	339.38
Houghton-Mifflin-Harcourt	954039562	Saxon Phonics & Spelling TE	742.84
Total Houghton-Mifflin-Harcourt			2,262.12
Jaymar Business Forms, Inc.	056166-0001	General Fund Check Stock	319.88
Total Jaymar Business Forms, Inc.			319.88
Jurgens, Ryan	10/9/18	Pressure Gauge/Bus License Permit	13.91
Total Jurgens, Ryan			13.91
Jw Pepper Of Minn	03580658	Music	22.00
Jw Pepper Of Minn	03580660	Music	44.19
Total Jw Pepper Of Minn			66.19
Kat's Korner Market	August Invoices	August Invoices	84.35
Total Kat's Korner Market			84.35
Landmark Implement	10562056	Rim & Wheel Center	67.73
Total Landmark Implement			67.73
Latter Repair & Irrigation, Inc.	16815-0001	Replace Wheel & Tire	197.99
Total Latter Repair & Irrigation, Inc.			197.99
Matheson Tri-Gas Inc	18354113	Supplies/IA	315.98
Matheson Tri-Gas Inc	18445192	In. Arts Supplies	43.35
Matheson Tri-Gas Inc	51343715	Acetylene & Oxygen	165.86
Matheson Tri-Gas Inc	51355022	Acetylene & Oxygen	165.86
Matheson Tri-Gas Inc	51366305-0001	Acetylene & Oxygen	160.90
Total Matheson Tri-Gas Inc			851.95

Vendor Name	Invoice Number	Description	Amount
Maverick Industries Inc	14535	Boiler Water Treatment Annual Billing	300.00
Total Maverick Industries Inc			300.00
Minden Courier	110-0001	Sept. Billing - BOE & Budget Hearing	392.38
Total Minden Courier			392.38
NASB	INV-01536-R8M2G0	State Conference Registration	2,056.00
Total NASB			2,056.00
NCS Pearson, Inc	11734890	AIMS web plus subscriptions	442.00
Total NCS Pearson, Inc			442.00
Pearson Education Inc	11734890	AIMS web plus subscriptions	442.00
Total Pearson Education Inc			442.00
Platte Valley Communications	081800180	Wilcox Door Timer Configuration	133.50
Platte Valley Communications	081800443	Install Bus Camera & Cables	404.15
Total Platte Valley Communications			537.65
Platte Valley Medical Group	Meyers/BusPhysicl	Bus Physical Ken Meyer	120.00
Total Platte Valley Medical Group			120.00
Pro Building Supply Inc	126785	One Act Play Materials	247.03
Total Pro Building Supply Inc			247.03
RAM Distributing	055371	Reflections Glass Cleaner	101.80
Total RAM Distributing			101.80
Really Good Stuff	6730595	magnetic schedule	21.94
Total Really Good Stuff			21.94
S & W Auto Parts	964101	Anti-Freeze/Def	30.98
S & W Auto Parts	964103	Blue Def.	15.99
S & W Auto Parts	964173-0001	Def for Diesel Vehicles	35.96
S & W Auto Parts	964701	Armorall Wipes & Protectant for Buses	11.98
Total S & W Auto Parts			94.91
School Specialty	208121713966	Task Chair	127.56
Total School Specialty			127.56
Stuhr Museum Education Dept.	5762	Pioneer Living Class - MS	320.50
Total Stuhr Museum Education Dept.			320.50
Supply Works	453976979	Building Supplies	143.52
Supply Works	454166927	Custodial Supplies	188.31
Supply Works	454738378	Dust Mop Green	666.12
Supply Works	455252809	Dust Mop	52.69
Supply Works	456637461	Dust Mop Handle,Dust Mops	243.23
Supply Works	457346526	Dust Mop	316.14
Total Supply Works			1,610.01
Svoboda's True Value	D162708	Saw Blade	15.99

Vendor Name	Invoice Number	Description	Amount
Svoboda's True Value	D163937	Custodial Supplies	31.96
Total Svoboda's True Value			47.95
Thompson Company (The)	2083794	Cleaner/Hand Soap	398.88
Thompson Company (The)	2086342	Can Liners	148.24
Total Thompson Company (The)			547.12
Time Management Systems, Inc.	210887	AOD Maintenance Contract	130.00
Time Management Systems, Inc.	213151-0001	AOD Maintenance Contract	127.50
Total Time Management Systems, Inc.			257.50
Town & Country Service	12537	Parts	22.85
Total Town & Country Service			22.85
Verizon Business	5051201671-0001	Wilcox Site Phone Bill	70.07
Total Verizon Business			70.07
Verizon Wireless	9814593784	Cell Phone Bill	30.52
Total Verizon Wireless			30.52
Village Of Hildreth	Sept. Bill-0001	Hildreth Site Utilities	2,361.55
Total Village Of Hildreth			2,361.55
Village Of Wilcox	Sept. Bill-0001	Sept. Utilities	6,103.47
Total Village Of Wilcox			6,103.47
VISA	Hinrichs/Sept2018	HinrichsCard Visa Charges-Sept Charges	737.62
VISA	WHS-SeptCharges	FKC Qtr. Meeting/Superintendent Charges	24.51
Total VISA			762.13
Walmart	Walmart Charges-Sep	Sept.Invoices	357.77
Total Walmart			357.77
Walsworth Publishing Company	1061492	Yearbook Expense	2,503.22
Walsworth Publishing Company	9-10564-0-0001	First Deposit 2019 yearbook	2,030.00
Total Walsworth Publishing Company			4,533.22
Weathercraft	7036	Roof Repair	1,998.12
Total Weathercraft			1,998.12
Weides Water LLC	6422	Cap Water Line & New hydrant for greenho	1,467.00
Weides Water LLC	6431	Womens Locker Room Toilet	81.00
Total Weides Water LLC			1,548.00
Wilson, Carla	10/11/18	Cabinet for Custodial Room	100.00
Total Wilson, Carla			100.00
Woodward's Disposal Seervice	NO8820-254-0001	Document Destruction	70.00
Total Woodward's Disposal Seervice			70.00
Yanda's Music And Pro Audio	366301	School Horn Repair	22.40
Yanda's Music And Pro Audio	366306	Instrument Supplies	44.89

Vendor Name	Invoice Number	Description	Amount
Yanda's Music And Pro Audio	366845	School Horn Repair	57.80
Yanda's Music And Pro Audio	367430	Instrument Purchase	367.90
Yanda's Music And Pro Audio	367542	School Horn Repair	84.00
Total Yanda's Music And Pro Audio			576.99
Youngs	627180	Side Mount Auto Flush Install	815.65
Total Youngs			815.65
Fund Number 01			47,577.46
Checking Account ID 1			47,577.46

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 18-19**	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	**$2,271,850**	$146,455	$157,492											$303,947	$1,967,903
4	1200's	SPED	**$448,400**	$28,414	$31,619											$60,033	$388,367
5	2100's	Sup Ser Pupils	**$368,400**	$32,027	$10,036											$42,063	$326,337
6	2200's	Sup Ser Staff	**$351,000**	$21,760	$17,438											$39,198	$311,802
7	2310's	Board	**$59,100**	$1,144	$581											$1,725	$57,375
8	2320's	Exec Admin	**$173,900**	$12,154	$12,135											$24,289	$149,611
9	2400's	Principal	**$271,600**	$20,703	$19,931											$40,633	$230,967
10	2500's	Super/Business	**$178,400**	$10,458	$9,494											$19,952	$158,448
11	2600's	Main & Oper	**$747,950**	$41,340	$35,457											$76,798	$671,152
12	2700's	Reg Trans	**$350,600**	$30,976	$19,252											$50,228	$300,372
13	2760's	SPED Trans	**$2,600**	$0	$0											$0	$2,600
14	3000's	HAL & Community	**$40,000**	$2,058	$51											$2,109	$37,891
15	3500's	State Categorical	**$18,000**	$226	$0											$226	$17,774
16	4500's	Building Acquisition															
17	6000's	Federal	**$157,200**	$11,016	$11,057											$22,073	$135,127
18	1300's	Summer School	**$4,000**														$4,000
19	8000's	Transfers	**$55,000**														$55,000
20	9000's	Non-Program															
21																	
22	Total		**$5,498,000**	$358,731	$324,543												
23																	
24	**Total Monthly Expenses:**																
25	General		**$4,867,800**	$319,075	$281,867	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$600,942	$4,266,858
26	SPED		**$451,000**	$28,414	$31,619	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$60,033	$390,967
27	Federal		**$157,200**	$11,016	$11,057	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22,073	$135,127
28	Total		**$5,476,000**	$358,505	$324,543	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$683,048	$4,792,952
29																	
30	**Total Yearly Expenses:**																
31	General		**$4,812,800**	$319,075	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$600,942	$4,211,858
32	SPED		**$451,000**	$28,414	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$60,033	$390,967
33	Federal		**$157,200**	$11,016	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$22,073	$135,127
34	Total		**$5,421,000**	$358,505	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$683,048	$4,737,952
35																	
36	**Total Unencumbered:**																
37	General		**$4,867,800**	$4,548,725	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858	$4,266,858		
38	SPED		**$451,000**	$422,586	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967	$390,967		
39	Federal		**$157,200**	$146,184	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127	$135,127		
40	Total		**$5,476,000**	$5,117,495	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952	$4,792,952		
41																	
42	Gen Budget Avg Spend Down			$4,462,312	$4,056,338	$3,650,850	$3,244,875	$2,839,388	$2,433,900	$2,028,412	$1,622,438	$1,216,950	$811,462	$405,488	$0		
43	Total Budget Avg Spend Down			$5,040,017	$4,581,483	$4,123,500	$3,664,967	$3,206,983	$2,749,000	$2,291,017	$1,832,483	$1,374,500	$916,517	$457,983	$0		

GENERAL FUND		
Balance 9/1/2017		**$3,255,898.79**
County Receipts	$802,222.96	
Motor Vehicle Taxes	$7,502.65	
Local License Fees		
Interest Earned	$5,543.55	
Other Local Receipts		
County Fines & Licenses	$673.83	
Homestead Exemption		
Other County Sources		
High Ability Learners		
State Aid	$2,969.00	
SPED Programs		
SPED Transportation		
State Apportionment		
Special Bldg		
Personal Prop. Tax Credit		
Property Tax Credit		
Pro Rata Motor Vehicles		
In Lieu of Taxes	$50.55	
Title I		
Title IIA		
IDEA Base		
IDEA Base Part B-2		
U.S. Fish & Wildlife	1408.64	
Misc Receipts		
Grant		
Reap Grant	$16,591.00	
Medicaid Reimb	$535.46	
Distance Learning	$958.33	
Lunch Tax/Retire	$2,165.09	
URM Service Fee	$1,379.65	
TOTAL RECEIPTS	**$842,000.71**	
Instructional Services	$147,566.59	
SPED Service	$22,794.68	
Student Support Service	$29,753.54	
Support Services - Staff	$14,049.39	
Board of Education	$474.50	
Executive Administratior	$10,929.72	
Principal	$24,953.51	
Business	$1,010.29	
Operation-Maintenance	$54,467.71	
Regular Transportation	$19,045.34	
SPED Transportation		
Community Service	$2,796.84	
Title I	$13,430.90	
Lunch Fund Expenses	$2,165.09	
State Categorical Progra	$385.53	
IDEA (4400)		
Transfers		
Distance Education		
URM	$1,379.65	
TOTAL EXPENDITURES	**$345,203.28**	
Ending Balance 9/30/2017		**$3,752,696.22**

ACCOUNT BALANCE	**30-Sep-17**
Depreciation	$849,701.10
General	$3,752,696.22
Lunch	$92,920.77
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,870.40
HS Activity	$339,919.16
MS Activity (Closed)	Closed-Moved to HS Activity
Gen Fund Clearing	$3,911.78
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$4,335.28
URM Fund	$25,385.81
Falcon Team Account	$1,034.45
Special Building Fund	$237,761.45
Total Funds	**$5,314,064.33**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$149,531.48
Building	$412,750.97
Track	$83,223.69
Interest	$32,071.58
Computer Hardware	$50,000.00
TCD	$20,000.00
Total:	**$869,701.10**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 9/30/2	$3,799,478.43
Outstanding Checks:	$46,782.21
Ending Balance:	**$3,752,696.22**

Report Date 9/30/17

GENERAL FUND		
9/1/18		**$3,221,385.23**
County Receipts		
Motor Vehicle Taxes		
Local License Fees		
Interest Earned	$4,773.57	
Other Local Receipts		
County Fines & Licenses		
Homestead Exemption		
Other County Sources		
High Ability Learners		
State Aid	$2,914.00	
SPED Programs		
SPED Transportation		
State Apportionment		
Pers. Prop Tax Credit		
Property Tax Relief		
Pro Rata Motor Vehicles		
In Lieu of Taxes		
Tax Credit		
Title I		
Title IIA	$16,687.00	
IDEA Base		
IDEA Base Part B-2		
Misc Receipts	$381.64	
Grant		
Distance Learning	$958.33	
Medicaid Reimb		
U.S. Fish & Wildlife		
Lunch Tax/Retire		
URM Service Fee		
TOTAL RECEIPTS	**$25,714.54**	
Instructional Services	$145,565.25	
SPED Service	$28,414.27	
Student Support Service	$32,026.66	
Support Services - Staff	$21,759.98	
Board of Education	$1,143.68	
Executive Administratior	$12,154.21	
Principal	$20,670.87	
Business	$10,458.18	
Operation-Maintenance	$41,340.47	
Regular Transportation	$30,976.11	
SPED Transportation		
Community Service	$2,057.86	
Title I	$11,015.91	
Lunch Fund Expenses		
State Categorical Programs		
Title IIA		
HAL/Distance Learning	$225.58	
Building Acquisition		
URM		
Non-Program Expend.		
TOTAL EXPENDITURES	**$357,809.03**	
Ending Balance 9/30/2018		**$2,889,290.74**

ACCOUNT BALANCES:	**30-Sep-18**
Depreciation	$1,026,895.58
General	$2,889,290.75
Lunch	$108,278.31
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,960.30
HS Activity	$349,283.64
MS Activity (Closed)	$0.00
Gen Fund Clearing	$9,374.35
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$5,521.97
URM Fund	$9,540.61
Falcon Team Account	$1,034.45
Special Building Fund	$451,901.36
Total Funds	**$4,857,609.23**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$73,881.48
Building	$368,169.54
Track	$83,223.69
Interest	$44,926.06
Computer Hardware	$50,000.00
TCD	$20,000.00
Total:	**$762,324.15**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 9/30/2018	$2,925,830.19
Outstanding Checks:	$36,539.44
Ending Balance:	**$2,889,290.75**

Report Date 9/30/2018

WILCOX-HILDRETH PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT

This contract is made by and between the board of education of the School District of Wilcox-Hildreth (a/k/a District #0001), in the County of Kearney, State of Nebraska, hereinafter referred to as "the board", and Justin Patterson, a legally qualified superintendent, hereinafter referred to as "the administrator".

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established, have agreed and do hereby agree, as follows:

I. TERM

A. The Board by and on behalf of the District does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the Schools of the District for the two (2)-year term commencing on July 1, 2019, and ending on June 30, 2021.

B. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

C. If the Board desires to consider the amendment of this Contract, the Board shall provide written notification to the Superintendent on or before April 15 of each year of this Contract, of its desire to consider the amendment of this Contract. If the Board desires to consider the non-renewal of this Contract at the end of the term of this Contract, the Board shall provide written notice of its intent to consider non-renewal by April 15, 2021.

II. EMPLOYMENT

A. Duties: In addition to the duties required of the Superintendent by the laws of the State of Nebraska, the Superintendent shall comply with all Board directives, other state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall faithfully perform all duties; shall devote full time, skill, labor, and attention to the position of Superintendent of Schools throughout the term of this Contract; and shall perform all acts and services in the best interest of the District. The Superintendent shall

perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise.

B. Certification: The Superintendent presently has, or will have on the first day of the term of this Contract, a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, and shall keep this certificate in full force and effect throughout the term of this Contract. The Superintendent shall register this certificate with the central administrative office of the District, and with any other person, agency, or department as may be required by the laws of the State of Nebraska or by rules and regulations of the Nebraska Department of Education. The Superintendent shall not commence duties, and this Contract shall not become effective, until this certificate is properly registered.

C. Physical or Mental Examination: The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

D. Organization and Direction of Personnel: The Superintendent is responsible for the administration of instruction and business affairs of the District; and is authorized to select, place, and transfer personnel, and to organize the administrative and supervisory staff with the concurrence of the Board. In any selection, recommendation for employment, organization, placement on salary schedules or salary ranges, transferring, assigning, or reassigning personnel, the Superintendent shall take such action as is consistent with the best interest of the District subject to the guidelines set by the Board in the annual budget for this District and in accordance with the policies of the Board.

E. Consultation and Other Activities: With the permission of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for other entities; provided, however, that none of such extra activities interfere with the efficient operation of the District or otherwise operate to the detriment of the District. Any days used for outside activities for which the Superintendent would be compensated will be deducted from the Superintendent's earned vacation time.

F. Professional Meetings: Subject to prior approval by the Board, the Superintendent or Superintendent's designee shall represent the District at appropriate professional meetings whether local, state, or national, provided that the attendance of the Superintendent at any such meetings

involving more than one full day out of the office shall be with the approval of the Board. Notwithstanding the foregoing, Superintendent shall be entitled to attend the annual meeting of either the American Association of School Administration or the Association for Supervision and Curriculum Development. The expense of any such attendance shall be paid by the District to an aggregate maximum not to exceed amounts allocated therefore in the budget approved by the Board for the year during the term of this Contract.

G. Reassignment: The Superintendent cannot be reassigned from the position of Superintendent to another position, without the Superintendent's express written consent or through amendment of the Superintendent's contract pursuant to state law.

III. COMPENSATION

A. Salary: The District shall provide the Superintendent with an annual salary of One Hundred Fifteen Thousand Dollars ($115,000) for the school year 2019-2020 and One Hundred Eighteen Thousand ($118,000) for 2020-2021. The annual salary shall be paid to the Superintendent in twelve equal monthly installments in accordance with the policy of the Board regarding payment of other professional staff members employed by the District.

B. Adjustment: The Board reserves the right to adjust the annual salary during the term of this contract. Said salary adjustment, however, shall not reduce the annual salary to any lesser amount than as above stated, such adjustment shall be solely at the discretion of the Board. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has thereby extended the termination date, unless the Board, by specific action, shall expressly extend the termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of the termination date of this Contract.

C. Deductions: This Contract shall conform to the regulation governing deductions from the above-state compensation with reference to withholding tax, social security, and retirement. Other deductions may be withheld as agreed by the Board and Superintendent.

D. Payment of Professional Dues: The District shall pay the entire cost of Superintendent's membership in the American Association of School Administrators and the Nebraska Association of School Administrators.

IV. OTHER BENEFITS

A. Medical Insurance: The Superintendent shall be entitled to the medical insurance coverage accorded other professional employees of the District.

B. Dental Insurance: Single dental insurance that is available to certificated staff through the District's health insurance carrier.

C. Transportation: The Board shall provide the Superintendent with transportation required in the performance of his official duties. Should unusual circumstances exist which require the Superintendent to use the Superintendent's own vehicle, the District shall reimburse the Superintendent for the use of a personal vehicle at the legal established rate.

D. Cell Phone: The district will reimburse the Superintendent at the rate of $50 per month for use of his personal cell phone.

V. VACATION AND LEAVE

A. Vacation: During the term of employment, the Superintendent shall be entitled to twenty (20) working days of vacation per calendar year. Vacation time shall be scheduled by the Superintendent so as not to interfere with the normal operation of the District. Vacation days shall be taken within the Contract year in which they accrue, and shall not carry over from year to year. Unused vacation days will be calculated on a per diem basis utilizing the current salary divided by the number of working days during the year. Upon termination of this Agreement, only accrued, but unused, vacation leave shall be compensated.

B. Sick Leave: The Superintendent shall be entitled to ten (10) sick leave days for each Contract year. The Superintendent may use such leave for the illness of a member of the immediate family. The immediate family shall include a mother, father, spouse, son, daughter, sister, brother, mother or father of a spouse, or grandparents. Unused sick leave may be carried over from one Contract year to the next succeeding contract year to a maximum of 40 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing Contract year or years until the accumulated number of days is less than 40, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 40 days.

C. Records of Leave: The Superintendent shall keep business records of all days of vacation or sick leave actually taken, and shall regularly advise the Board as to any such leave the Superintendent has taken.

D. Other Leave: The Superintendent shall be allowed the usual holidays which the District generally recognizes during the course of each Contract year. The Superintendent shall continue to conduct the district's business irrespective of a designated holiday and even if the Superintendent doesn't keep normal business office hours during the holiday breaks.

VI. REVIEW OF PERFORMANCE

A. Time and Basis of Evaluation: The Board shall evaluate and assess in writing the performance of the Superintendent at least twice during the first year of this Contract. The evaluation shall occur on or before November 21st during the first year. All subsequent years the evaluation will be performed on or before December 21st unless otherwise mutually agreed to by the Superintendent and the Board. During the first year of employment, the second evaluation shall be conducted on or before March 31. The Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the Contract year on or before the dates specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty sufficient to warrant cancellation of this contract.

B. Evaluation Format and Procedure: The evaluation format and procedure shall generally be in accordance with the Board's policies, and state and federal law.

VII. RENEWAL/NON-RENEWAL

A. Automatic Renewal of Contract: This Contract shall automatically renew for twelve (12) months from the ending date set forth in Paragraph I.A above, unless the Board takes action on or before April 15, 2021 to terminate or non-renew the automatic renewal provision.

B. Non-renewal: Non-renewal shall be in accordance with Board policy and/or state law.

VIII. TERMINATION OF SUPERINTENDENT'S CONTRACT

A. Expiration of Term: This contract shall expire at the conclusion of the term set out above provided that the Board gives notice in writing that it intends to not renew the Contract on or before April 15, 2021.

B. Mutual Agreement: This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, signed by both parties, upon such terms and conditions as may be mutually agreed upon.

C. Disability: If the Superintendent is unable to perform the essential functions of the position of Superintendent of Schools because of illness, accident, or other disability for a period of more than two (2) consecutive months during this Contract period, the Board may take action to initiate consideration of cancellation of this Contract.

D. Retirement or Death: This Contract shall be terminated upon the retirement or death of the Superintendent.

E. No Penalty for Release or Resignation. There shall be no penalty for the Superintendent's release or resignation from this Contract; provided, however, no resignation shall become effective until the expiration of the Contract unless it is accepted by the Board, which shall determine the date that the resignation shall take effect.

F. Cancellation: The Board may cancel the Contract of the Superintendent only pursuant to the terms of Nebraska law dealing with cancellation of contracts of certificated employees. In the event that the Board cancels this Contract, the Superintendent shall be afforded all the rights to which he may be entitled as set forth in the Board's policies and state law.

G. Compensation upon Termination: Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent. The superintendent shall be paid for accrued, but unused, vacation time. No other leave shall be compensable.

IX. MISCELLANEOUS

A. Controlling Law: The parties shall be governed by all applicable Nebraska laws, federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

B. Complete Agreement. This Contract constitutes the entire agreement between the parties hereto and cannot be modified or amended except by written agreement duly authorized and executed by the Superintendent and the Board. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract.

C. Severability: In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Acceptance: This offer shall expire unless signed and returned to the Board or its authorized representative by October 31, 2018.

Binding Effect: This Contract is binding on all successor Boards of the District and said Contract may not be assigned or transferred in any manner by Superintendent.

EXECUTED this _____ day of _____, 2018.

KEARNEY COUNTY SCHOOL DISTRICT 50-0001, a/k/a/ WILCOX-HILDRETH PUBLIC SCHOOLS

By: _____
President of its Board of Education

Attest: _____
Secretary of its Board of Education

By: _____
Superintendent

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. 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.

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 May 1 of the preceding school year. Courses must be approved by the Superintendent to be included on the fall salary schedule. The intent of the school district is that teachers pursue advanced education on degree levels in the subject of their major teaching emphasis. Course work outside of one's major teaching area must have administrative approval before salary increments are granted. Hours up to BA+36 will be permitted even though they are not part of an approved program leading toward a Masters degree. Hours after BA+36 must be part of an MA program.

The teacher must furnish the superintendent with college transcripts by August 20 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by August 20, the teacher must provide the superintendent with written confirmation by August 20 from a college official attesting that the teacher has satisfactorily completed the courses. Hours earned prior to the time a BA or MA degree is awarded, which are in excess of the hours required for such a degree, shall not be counted for purposes of subsequent horizontal advancement of the salary schedule.

A teacher may advance only one step Horizontally on the schedule in any year.

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 or other teaching/administration areas. 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: _____

4041
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 the School Board President.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation 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.

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., "Falcon 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.

Staff members who submit their resignations to the board of education by April 15th 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.

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

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
- paraeducators
- 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.
- 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 1 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

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

October 15, 2018

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

DISCUSSION ITEMS-

Superintendent's Report:

A. FINANCES
- ❖ 12.14% of the budget is spent compared to: October 2017 12.14%, October 2016 12.6%, October 2013 14%, (16.6% of the year complete).
- ❖ The General Fund Cash Balance is approximately $3.3 million or approximately $300,000 less than last October. One page in your packet shows about $2.8 million, but the actual balance is a little closer to $3.3 million.
- ❖ Through October 2018 we have spent $681,754 compared to $654,994 last year, $708,030 two years ago, and $731,645 three years ago.
- ❖ We are spending about $15,000 more per month on payroll, mostly due to the addition of one FTE SPED teacher and the addition of Kelly S to the payroll. Kelly was previously paid as an ESU 11 employee through the Contracted Services coding. Based on early projections, we will spend about $4.4 million this fiscal year. Last year we would have been closer to $4.4 million if we had not transferred to the Depreciation Fund in August.
- ❖ The school audit was performed two weeks ago, so I should have more complete numbers for you before the next board meeting

B. BUILDINGS AND GROUNDS: As you may have noticed, we have new yellow stripes on the south side of the building and the parking stalls are wider and slanted more. With the sharper angle parking, cars will not stick out into the street quite as far. The west parking lot striping was completed on Thursday. The new parking lot/greenhouse area looks fantastic. You may not get any compliments now months, but sometime in the next year I'll bet you will get a lot of positive feedback-especially at graduation when our out of town guests see the new parking area.

The new playground equipment was scheduled to be completed by October 8, but the heavy rains prevented them from completing the work. The project should be finished by Monday, October 15.

C. The Fall NASB conference is November 14-16 in Omaha and we have rooms reserved at the Courtyard this year.

D. PK-12 enrollment is 231 compared to 222 last year, 216 two years ago and 197 three years ago. This number does include PK students.

E. NEGOTIATIONS: The team met on Monday, October 15.