

Board of Education Regular Meeting
Monday, August 11, 2025 7:30 PM
Conference Room at the Southern Valley
Schools Junior/Senior High School Building,
Oxford, Nebraska
43739 Hwy 89
Oxford, NE 68967

1. OPENING THE MEETING
 - 1.1. Call Meeting to Order
 - 1.2. Nebraska Open Meetings Law - Posted on the wall
 - 1.3. Publication of Meeting-notice was provided according to board policy #2008.
 - 1.4. Board Member Roll Call
 - 1.4.1. Excused Absence
 - 1.4.2. Unexcused Absence
 - 1.4.3. Motion to approve absence of _____
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. CELEBRATION OF EXCELLENCE
5. PUBLIC COMMENT - agenda item specific - Southern Valley Schools Policy 2009
(President will read an opening statement)
6. INFORMATIONAL ITEMS
 - 6.1. PK-6 Principal's Report
 - 6.2. 7-12 Principal/AD Report
 - 6.3. Superintendent's Report
7. BOARD COMMITTEE REPORTS

8. CONSENT AGENDA

8.1. Approval of Prior Minutes

8.2. Approval of Claims

8.2.1. General Fund Checks for Approval

8.2.2. Nutrition Fund Checks for Approval

8.2.3. Activity Fund Checks for Approval

8.2.4. Building Fund Checks for Approval

8.2.5. Bond Fund Checks for Approval

8.2.6. QCPUF Checks for Approval

8.3. Financial/Expenditure Reports

8.4. Certificated/Classified Hires/Reassignments/Resignations

8.5. Adopt Board Policy

9. BOARD POLICY

9.1. Policy Review/First Reading

9.2. Policy Review per State Statute

9.3. Policy Updates from Legislative Session/NDE

10. ACTION ITEMS

10.1. Transfer of Funds

11. FUTURE AGENDA ITEMS

12. MOTION TO ADJOURN

Celebrating Excellence, August 2025 Board Meeting.

1. Southern Valley FFA will be recognized on stage at the National Convention this Fall as a 3 star (highest ranking) in the National Chapter Area. The SV FFA earned this designation based on their Program of Activities from last year and their activities they complete in the 15 areas of the National Qualifying Standards.

Elementary

We hosted a PreSchool open house on Tuesday August 5th 2025. It was well attended and we have 43 students enrolled. Over the past week we have also had a lot of new families come and enroll their children.

7-12 Principal Board Report

August, 2025

- Enrollment Numbers
 - 159 total students enrolled (Grades 7 & 8 - 56) (Grades 9-12 - 103-105)
 - Approx 11 new students enrolled
- Student class schedules released on PowerSchool Monday, August 4
 - Students have through the first week of school to make changes
- Orientation/Open House
 - 7th Grade Orientation, tomorrow, Tuesday, Aug 12 @ 4:00 pm
 - 7-12 Open House, Aug 12 @ 5:30 - 7:00 pm
- First Day of School
 - Wednesday, August 13 with a 12:30 pm release (modified class schedule due to 7-12 Welcome Back Assembly)

Activities Director Board Report

August, 2025

- Thank You to Dave Hunt, Principal Financial, for his extremely generous donation of sports drinks for our athletes
- Activity Numbers
 - Football: 26
 - Volleyball: 18
 - Softball: 8 (22 counting Alma)
 - Cross Country: 4
 - Cheer: 11
- NSAA Fall Classifications
 - Football: D-1
 - Volleyball: D-1
 - Softball: C
 - Cross Country: D
- Parents Kickoff Meeting
 - Tuesday, Aug 12 @ 7:15 pm in Auditorium, followed by individual sport meetings
 - Softball will have a SVA co-op parent meeting on Saturday, Aug 16 @ 10:00 am in Stamford after their scrimmage

Superintendent Report
Board Meeting
August 11, 2025

1. Fuel tanks
2. Main doors
3. Vehicles
4. Budget for 2025-2026
5. Area Membership Meeting

a.

Emily White	Point Award - Level I
Josh Becker	Point Award - Level I
Stacey Shafer	Point Award - Level I
Mike Stalder	Point Award - Level III
Steve Hunt	Point Award - Level IV

- b. August 21, 2025.
- c. Deadline is Wednesday
- d. 4:30 PM - REGISTRATION, NETWORKING & EXHIBITORS
- e. 5:00 PM - OPENING SESSION
- f. 5:10 PM - LEGISLATIVE UPDATE
- g. 5:35 PM - BREAK & EXHIBITORS
- h. 5:50 PM - TRAINING SESSIONS #1
- i. 6:30 PM - BREAK & EXHIBITORS
- j. 6:45 PM - TRAINING SESSIONS #2
- k. 7:25 PM - NETWORKING DINNER & AWARDS/RECOGNITION

Board of Education Meeting
July 14th, 2025 at 7:30 pm
Conference Room at the Southern Valley Schools JR/SR High School Building
Oxford, Nebraska

The regular meeting of the Southern Valley Board of Education was called to order by Todd Brown at 7:30 pm. The roll was called and the following members were present: Josh Becker, Todd Brown, Steve Hunt, Stacey Shafer, and Emily White. Excused absence: Mike Stalder. Others present: Superintendent, Bryce Jorgenson and Secondary Principal/AD, Josh Lanik.

The Board of Education makes available a current copy of the Open Meetings Act accessible to members of the public. The Open Meetings Act is also posted in the conference room. Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

Members present and public recited the Pledge of Allegiance.

Motion to approve the absence of Mike Stalder passed with a motion by Steve Hunt and a second by Stacey Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

Motion to approve the agenda passed with a motion by Steve Hunt and a second by Stacey Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

Visitors were recognized and time was allowed for public comment; no comments were made.

Mr. Jorgenson discussed the schedule for the board at the Harlan County Fair Hamburger Stand, the 25-26 budget, bus driver status and new hires, and the school open house is set for Tuesday August 12th.

There was a discussion on changes to Policy 6025 Student cell phone and other electronic devices. Questions and comments from the public were made and discussed.

Motion to approve changes to Policy 6025 passed with a motion by Steve Hunt and a second by Emily White.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

Motion to approve raising lunch prices by 15 cents, Elementary lunch from \$2.90 to \$3.05, High School lunch from \$3.15 to \$3.30, and Adult Lunch \$3.85 to \$4.00 passed with a motion by Steve Hunt and a second by Josh Becker.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

Motion to approve the Handbooks for school year 25-26 passed with a motion by Emily White and a second by Stacey Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

Motion to adjourn meeting at 9:35pm passed with a motion by Steve Hunt and a second by Stacey Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Absent
Emily White	Yes

The next regular meeting is scheduled for August 11, 2025 at 7:30pm.

Dated this 22nd day of June 2025

FURNAS COUNTY SCHOOL DISTRICT #540

A/K/A SOUTHERN VALLEY SCHOOLS BY: Todd Brown, PRESIDENT

ATTEST: Dana Gesick, Recording Secretary

Board Report - Board

Unposted; Batch Description General Fund Invoices to Pay 08112025

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Amazon Capital Services	133W-KCC9-VT4F	Computer supplies	372.10
Amazon Capital Services	147M-1RRQ-DHDH	custodial supplies	359.94
Amazon Capital Services	14TJ-W6F3-JJCF	EI teaching supplies	60.99
Amazon Capital Services	1CKC-1C6M-1G9M	maintenance supplies	230.64
Amazon Capital Services	1D96-9DYN-9THV	bus supplies	32.99
Amazon Capital Services	1KJ7-FCH9-MFCH	superintendent supplies	385.34
Amazon Capital Services	1M6Q-4FJJ-DLH3	custodial supplies	59.00
Amazon Capital Services	1N1R-DNTC-VGYK	PreK supplies	426.97
Amazon Capital Services	1QLF-QKVX-DDCW	custodial supplies	43.96
Amazon Capital Services	1RVT-9XL9-MYLT	office supplies - LR	33.98
Total Amazon Capital Services			<u>2,005.91</u>
Apptegy, Inc.	INV32852	Thrillshare	6,510.00
Total Apptegy, Inc.			<u>6,510.00</u>
Beaver Creek Mowing	832419	mowing	2,190.00
Total Beaver Creek Mowing			<u>2,190.00</u>
CDW Government	AF3379W	securly filter renewal	2,208.00
Total CDW Government			<u>2,208.00</u>
City of Beaver City	421000 07212025	bus barn electricity	15.00
Total City of Beaver City			<u>15.00</u>
Cobra Midwest	1480	custodial supplies	1,950.00
Total Cobra Midwest			<u>1,950.00</u>
Computer Hardware	165165	computer supplies	9,793.00
Computer Hardware	165832	computer supplies	99.95
Total Computer Hardware			<u>9,892.95</u>
Dana F. Cole & Company, LLP	35037569	audit ending 08/31/2024	5,500.00
Total Dana F. Cole & Company, LLP			<u>5,500.00</u>
Decker Equipment	625342A	custodial supplies	176.75
Total Decker Equipment			<u>176.75</u>
Esu #11	2425-4-12	4th Qtr Services	12,160.97
Esu #11	4754	esu services	1,301.70
Total Esu #11			<u>13,462.67</u>
ESU Coordinating Council	COOP003322	World book nebraska power pack	226.92
Total ESU Coordinating Council			<u>226.92</u>
Gosper County	39302	General Electrion 2024	180.56
Total Gosper County			<u>180.56</u>
Harlan County Journal	61213	meeting mins	98.00
Harlan County Journal	61281	meeting mins	101.37
Harlan County Journal	61288	meeting notice	7.25
Total Harlan County Journal			<u>206.62</u>

Vendor Name	Invoice Number	Description	Amount
Heritage Water Services, Inc	21966	water management program	375.00
Total Heritage Water Services, Inc			375.00
HireRight Solutions Inc.	P1283210	screening services	306.60
Total HireRight Solutions Inc.			306.60
Holiday Inn	07997 072825	Admin Days	1,259.55
Total Holiday Inn			1,259.55
HomeTown Leasing	9315 08192025	copier lease	2,331.14
Total HomeTown Leasing			2,331.14
Husker Hardware LLC	2150	custodial supplies	1,279.96
Total Husker Hardware LLC			1,279.96
Innovative Office Solutions, LLC	IN4894796	teaching supplies	6,906.68
Total Innovative Office Solutions, LLC			6,906.68
Inspire Rehabilitation	INV-13964	Speech therapy services May	143.31
Total Inspire Rehabilitation			143.31
Integrated Security Solutions	20244588	2025 Fire Alarm insp/remote monitor fees	920.00
Total Integrated Security Solutions			920.00
JENNIFER SCHUTZ,OTR/L	Schutz July 2025	OT services July 2025	1,015.00
Total JENNIFER SCHUTZ,OTR/L			1,015.00
JourneyEd.com Inc	10560837	adobe renewal	500.00
Total JourneyEd.com Inc			500.00
Kearney Winnelson Company	503076 01	El sink repair	199.20
Kearney Winnelson Company	503631 01	maintenance supplies	785.00
Total Kearney Winnelson Company			984.20
Kerm's Korner	10382249	fuel/activity	557.48
Total Kerm's Korner			557.48
Mid-States Automation & Control, Inc.	72-2354	maintenance - heatpump repair	3,100.00
Total Mid-States Automation & Control, Inc.			3,100.00
Midamerican Research Chemical	0853668-IN	gym floor refinishing	3,279.79
Total Midamerican Research Chemical			3,279.79
Midwest School Services LLC	416	calendars 2025-26	3,329.50
Total Midwest School Services LLC			3,329.50
NCSA	87847	2025 Admin days - BJ	225.00
Total NCSA			225.00
Nebraska Department of Labor	NEDeptLabor 07112025	unemployment charges	768.00
Total Nebraska Department of Labor			768.00

Vendor Name	Invoice Number	Description	Amount
Nebraska Dept of Education	214207	training	20.00
Total Nebraska Dept of Education			20.00
Nebraska Safety Center	57-14703	training	480.00
Total Nebraska Safety Center			480.00
Oxford Utilities	7704 07312025	utilities	750.45
Oxford Utilities	7914 07182025	bus barn utilities	34.54
Total Oxford Utilities			784.99
Pitney Bowes Gobal Financial Services LLC	4369 08192025	postage	619.31
Total Pitney Bowes Gobal Financial Services LLC			619.31
Pye-Barker Fire Safety	101157	annual monitoring - security	540.00
Pye-Barker Fire Safety	99863	safety services	944.00
Total Pye-Barker Fire Safety			1,484.00
Really Good Stuff, Inc.	8807472	teaching supplies - RB	30.50
Total Really Good Stuff, Inc.			30.50
Reliable Pest Control, Inc	52715	pest control	210.00
Total Reliable Pest Control, Inc			210.00
S & W Auto Parts	768826	bus supplies	137.83
Total S & W Auto Parts			137.83
Sappa Valley Farm & Auto LLC	19437L	fuel	67.03
Sappa Valley Farm & Auto LLC	19439L	fuel	78.20
Sappa Valley Farm & Auto LLC	19542L	fuel	15.32
Sappa Valley Farm & Auto LLC	19551L	fuel	23.12
Sappa Valley Farm & Auto LLC	19553L	fuel	24.85
Sappa Valley Farm & Auto LLC	19607L	fuel	29.48
Sappa Valley Farm & Auto LLC	19609L	fuel	28.32
Sappa Valley Farm & Auto LLC	19699L	fuel	70.23
Sappa Valley Farm & Auto LLC	19739L	fuel	34.10
Sappa Valley Farm & Auto LLC	19823L	fuel	55.29
Sappa Valley Farm & Auto LLC	19866	fuel	69.83
Sappa Valley Farm & Auto LLC	19916L	fuel	31.92
Sappa Valley Farm & Auto LLC	20004L	fuel	58.59
Total Sappa Valley Farm & Auto LLC			586.28
School Outfitters	INV14304788	headphones	2,998.80
Total School Outfitters			2,998.80
Sherwin-Williams Co	4920-3	custodial supplies	107.90
Total Sherwin-Williams Co			107.90
Software Unlimited, Inc	20250725-06	adding user	73.00
Software Unlimited, Inc	20250725-07	adding user 09/01/25-08/31/26	600.00
Total Software Unlimited, Inc			673.00
Time Management Systems, Inc.	340324	adding leave mgmt to TMS	341.25
Total Time Management Systems, Inc.			341.25

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Twin Valleys Public Power	729 08052025	electricity	11,434.30
Total Twin Valleys Public Power			11,434.30
TwoPturf, LLC	5928	Turf Care Program	2,416.33
Total TwoPturf, LLC			2,416.33
U.S. Bank	Act1 08062025	cc charges	222.72
U.S. Bank	ACT2 08062025	cc charges	4,001.94
U.S. Bank	Act3 080625	cc charges	1,182.89
U.S. Bank	BJ 080112025	cc charges	812.64
U.S. Bank	BusOff 08062025	cc charges	715.34
U.S. Bank	EM 08062025	NCSA Dues - EM	435.00
U.S. Bank	JF 08062025	cc charges	599.47
U.S. Bank	JL 08062025	cc charges	2.50
U.S. Bank	NT 08062025	el princ supplies	52.89
Total U.S. Bank			8,025.39
UNK Academic Advising & Career Development	3805	career fair	190.00
Total UNK Academic Advising & Career Development			190.00
Valley Voice	47863	gen fund claims	30.10
Valley Voice	47864	act fund claims	18.39
Valley Voice	47865	bldg fund claims	4.59
Valley Voice	47866	nutrition fund claims	5.85
Valley Voice	47867	depreciation fund	3.34
Valley Voice	47868	board mins	63.97
Valley Voice	48084	nutrition fund claims	2.92
Valley Voice	48085	act fund claims	10.03
Valley Voice	48086	bldg fund claims	5.43
Valley Voice	48087	board mins	59.37
Valley Voice	48088	gen fund claims	35.12
Total Valley Voice			239.11
Verizon Wireless	6118616361	phone	80.02
Total Verizon Wireless			80.02
Village of Stamford	01-00005-00 08012025	water	34.00
Village of Stamford	01-00007-00 08012025	water sb field concessions stand	37.00
Village of Stamford	01-01151-00 08012025	sb field water	464.00
Village of Stamford	010000600 08012025	water	1,265.00
Total Village of Stamford			1,800.00
VVS Inc	I23247	supplies	404.06
Total VVS Inc			404.06
WHITE AUTO GLASS	10807-33465	windshield	377.67
Total WHITE AUTO GLASS			377.67
Woodward's Disposal Service, Inc.	NO9275-1747	shredding	42.50
Total Woodward's Disposal Service, Inc.			42.50
Yanda's Music And Pro Audio	764284	teaching supplies - HH	103.50
Yanda's Music And Pro Audio	764285	teaching supplies - HH	100.50
Yanda's Music And Pro Audio	764373	teaching supplies - HH	84.80

Board Report - Board

Unposted; Batch Description General Fund Invoices to Pay 08112025

Vendor Name	Invoice Number	Description	Amount
Yanda's Music And Pro Audio	764378	teaching supplies - HH	24.25
Yanda's Music And Pro Audio	764382	teaching supplies - HH	42.25
Yanda's Music And Pro Audio	764401	teaching supplies - HH	51.25
Yanda's Music And Pro Audio	764407	teaching supplies - HH	64.50
Yanda's Music And Pro Audio	764413	teaching supplies - HH	57.00
Total Yanda's Music And Pro Audio			<hr/> 528.05
Fund Number 01			<hr/> 105,817.88
Checking Account ID 1			<hr/> 105,817.88

08/11/2025 04:32 PM

Posted - All; Batch Description General Fund Check 08052025

User ID: DJG

Vendor Name

Invoice Number

Description

Amount

Checking Account ID 1

Fund Number 01

GENERAL FUND

US Postal Service

USPOST 08052025

Mailing Calendars 2025

938.52

Total US Postal Service

938.52

Fund Number 01

938.52

Checking Account ID 1

938.52

Board Report - Board

Unposted; Batch Description Nutrition Fund Invoices to Pay 08112025

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Kearney Winnelson Company	501956 01	custodial supplies	40.42
Total Kearney Winnelson Company			<hr/> 40.42
Larsen's Ace Hardware	45628/1	kitchen parts	15.98
Total Larsen's Ace Hardware			<hr/> 15.98
Midwest Restaurant Supply	INV12636	Dishwasher, delivery, install	20,574.00
Total Midwest Restaurant Supply			<hr/> 20,574.00
Fund Number 06			<hr/> 20,630.40
Checking Account ID 6			<hr/> 20,630.40

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 5	Fund Number 05	ACTIVITY FUND	
24 Hour Tees	5456	volleyball tees	481.50
Total 24 Hour Tees			<u>481.50</u>
Amazon Capital Services	1KKF-T64D-6W7J	Tide Free & Gentle Laundry Soap	45.12
Amazon Capital Services	1MVF-F3CM-67CP	Rawlings Rock Rosin Bag	32.85
Total Amazon Capital Services			<u>77.97</u>
Arbitersports LLC	INV73662	500-Activity Scheduler	386.00
Total Arbitersports LLC			<u>386.00</u>
Awards Unlimited	313822	Medals	1,809.16
Total Awards Unlimited			<u>1,809.16</u>
Baily, Brynn	BailyB072325	Pepsi 3x4 Scholarship	350.00
Total Baily, Brynn			<u>350.00</u>
Becker, Tayley	BeckerT07232025	BC American Legion scholarship	500.00
Total Becker, Tayley			<u>500.00</u>
BSN Sports LLC	930316808	Coaches Volleyball Jackets	318.00
Total BSN Sports LLC			<u>318.00</u>
Cambridge Public Schools	CPS080625	RPAC Golf	400.00
Total Cambridge Public Schools			<u>400.00</u>
Computer Hardware	165519	repairs	165.00
Computer Hardware	165617	repairs	550.00
Computer Hardware	165788	repairs	275.00
Computer Hardware	165789	repairs	10.00
Computer Hardware	165790	repairs	275.00
Computer Hardware	165791	repairs	10.00
Computer Hardware	165793	repairs	275.00
Total Computer Hardware			<u>1,560.00</u>
Cozad Public School	VB 07102025	VB Camp - 2nd team	120.00
Total Cozad Public School			<u>120.00</u>
Fairfield By Marriott Omaha Downtown	4333R00034485	state WR rooms	795.00
Total Fairfield By Marriott Omaha Downtown			<u>795.00</u>
Flower Patch, The	020285	Funeral-Randy Stalder	60.00
Flower Patch, The	20285	Funeral-Stalder Flowers	60.00
Total Flower Patch, The			<u>120.00</u>
Hammond, Brecklyn	HammondBrec072325	Pepsi 3x4 Scholarship	350.00
Total Hammond, Brecklyn			<u>350.00</u>
Holiday Inn Express Lincoln Downtown	441	Coaches Clinic Lodging	2,394.00
Total Holiday Inn Express Lincoln Downtown			<u>2,394.00</u>
Hunt, Adeline	080725	American Red Cross Scholarship	1,500.00

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Hunt, Adeline	HuntAd072325	Pepsi 3x4 Scholarship	350.00
Total Hunt, Adeline			<u>1,850.00</u>
Joe York	080825	Accounting Books	258.40
Joe York	V*York 07282025	FBLA books	(794.95)
Joe York	York 07282025	FBLA books	794.95
Joe York	York 07282025 fbla	fbla books	476.97
Total Joe York			<u>735.37</u>
Kerm's Korner	10382249	fuel/activity	92.96
Total Kerm's Korner			<u>92.96</u>
Linner, Ehme	LinnerE 07232025	BC American Legion scholarship	500.00
Total Linner, Ehme			<u>500.00</u>
Misko Sports Inc	INV-4403	Football Jerseys	11,127.75
Total Misko Sports Inc			<u>11,127.75</u>
Nebraska Schools Activities Association	NSAAUBFEE25	unified bowling Reg 25-26	110.00
Total Nebraska Schools Activities Association			<u>110.00</u>
ODEYS	125690	Batters Eye Screen	272.24
Total ODEYS			<u>272.24</u>
Railsback, Allison	Railsback 072225	FFA - meal reimbured	194.78
Total Railsback, Allison			<u>194.78</u>
Riddell All American Sports	952367959	Equipment	75.41
Total Riddell All American Sports			<u>75.41</u>
Sports Shoppe, The	080125	Softball Socks & Belts	395.00
Total Sports Shoppe, The			<u>395.00</u>
Sway Medical	23319	Sports Profiles	573.75
Total Sway Medical			<u>573.75</u>
U.S. Bank	Act1 08062025	cc charges	1,328.46
U.S. Bank	ACT2 08062025	cc charges	2,323.16
U.S. Bank	Act3 080625	cc charges	500.46
U.S. Bank	BJ 080112025	cc charges	409.79
U.S. Bank	JL 08062025	cc charges	167.82
Total U.S. Bank			<u>4,729.69</u>
Fund Number 05			<u>30,318.58</u>
Checking Account ID 5			<u>30,318.58</u>

Board Report - Board

Posted - All; Batch Description 2 Records Selected

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 8	Fund Number 08	BUILDING FUND	
Figgins Construction	685	driveway and loop at school entrance	13,774.50
Total Figgins Construction			<hr/> 13,774.50
Kats and Anderson, LLC - Kowpoke Supply & Lumber	496420	new preK room	295.92
Total Kats and Anderson, LLC - Kowpoke Supply & Lumber			<hr/> 295.92
Magnum Builders Corporation	1047	EL roof balance due	50,608.75
Total Magnum Builders Corporation			<hr/> 50,608.75
Fund Number 08			<hr/> 64,679.17
Checking Account ID 8			<hr/> 64,679.17

4009
Restrictions on Employees Receiving Gratuities

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4020
Ownership of Copyrighted Works

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4019 Workplace Injury Prevention and Safety Committee

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

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

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

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

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

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

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

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

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4018
Corporal Punishment

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4016
Jury Duty/Service as Witness in Court

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4015
Prohibition Against Employment of Board Members

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

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4014 Employment-Related Sexual Harassment

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

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

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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

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

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

Sexual harassment of students is addressed in a separate policy.

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

OPTIONAL. DO NOT INCLUDE THIS POLICY IF YOU HAVE A GRIEVANCE PROCEDURE IN YOUR NEGOTIATED AGREEMENT. ALMOST EVERY SCHOOL IN SD HAS ONE IN THE AGREEMENT, SO IT'S UNLIKELY THIS POLICY IS NECESSARY.

4013 Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is

discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

4012 Staff Internet and Computer Use

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

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

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

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.

3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

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

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

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

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic

communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

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

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986,

as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4011.1
Nebraska Family Military Leave Act

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

I. Qualifying for Leave

A. Qualified Employees

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

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

B. Qualified Circumstances for Requesting Leave

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

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

C. Qualifying Notice and Certification

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

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Benefits

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

the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

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

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

I. Qualifying for Leave

A. Qualified Employees

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

B. Qualified Circumstances Necessitating Leave

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

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

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

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

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

C. Limitations on Leave

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

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

D. Qualifying Notice and Certification

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

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

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

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

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

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

C. Group Health Plan Benefits

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

D. Intermittent or Reduced-Schedule Leave

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

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

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

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

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

III. Return from Leave

A. Restoration to Position

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

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

B. Denial of Restoration

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

C. Failure to Return from Leave

- a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for

maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- D.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____

4010
Inclement Weather

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

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

Adopted on: January 9, 2020

Revised on: _____

Reviewed on: _____