

# Loup City Public Schools Board of Education

Loup City Central Office  
800 N. 8th Street  
Loup City, NE

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[www.loupcitypublicschools.org](http://www.loupcitypublicschools.org)

## Regular Session

Monday, February 8, 2021

7:30 PM

Loup City Public Schools Library Board Room

7:30 PM

1. Call Meeting To Order:
  - A. Pledge of Allegiance
  - B. Announce Open Meetings Act - Posted in Meeting Room
  - C. Publication of Meeting
  - D. Approval of Agenda:
2. Consent Agenda:
  - A. Reading and Approval of Minutes for January 11 Special Session
  - B. Reading and Approval of Minutes for January 11 Regular Session
  - C. Reading and Approval of the Minutes for January 26 Special Session
  - D. Reading and Approval of the Minutes for January 30 Special Session
  - E. Approve the contract of the Superintendent for 2021-2022
  - F. Approve the resignation of Rachel Hornickel, Family Consumer Science
  - G. Approve the contract of Becky Mroczek to begin February 12, 2021
  - H. Approve the contract of Crystal Feik for Family Consumer Science
3. Financial Report: Discuss, consider and take all necessary action to approve the financial Report and Payment of Invoices.
4. Hearing of the Audience:
5. Discussion Items:
  - A. Discuss, consider and take all necessary action to discuss pending legislative issues and information from the NASB Legislative Issues Conference
6. Superintendent's Report
7. Action Items:
  - A. Discuss, consider and take all necessary action to approve the following Policies in the 4000 section:
    - 4002 Drug Free Workplace
    - 4003 Drug Testing of Drivers
    - 4004 Employment of Relatives
    - 4005 Communication between Board and District Employees
    - 4006 Insurance
    - 4007 Personnel Records
    - 4008 Outside Employment
    - 4009 Restrictions on Employees Receiving Gratuities.
    - 4010 Inclement Weather
    - 4011 Family Medical Leave Act
    - 4011.1 Nebraska Family Military Leave Act
    - 4012 Staff Internet Use
    - 4013 Grievance Policy
    - 4015 Employment of Board Members
    - 4016 Jury Duty and Witness in Court
    - 4017 Relations with Collective Bargaining Associations
    - 4018 Corporal Punishment
    - 4019 Workplace Injury Prevention and Safety Committee
    - 4020 Ownership of Copyrighted Works
    - 4022 Certification
    - 4023 Professional Ethics

- 4024 Teachers' Rights, Responsibilities & Duties.
- 4025 Superintendent
- 4027 Part-Time Certificated Employees
- 4028 Substitute Teachers
- 4029 Salary Schedule for Certificated Employees
- 4030 Evaluation of Certificated Employees
- 4031 Evaluation of Probationary Certificated Employees
- 4032 Professional Growth
- 4034 Teacher Handbook
- 4035 Intentionally Left Blank Policy
- 4037 Reduction in Force
- 4038 Classified Staff Defined
- 4039 Employment of Classified Staff
- 4040 Employment Terms for Classified Staff
- 4041 Staff Dress and Appearance
- 4042 Employee Social Security Numbers
- 4043 Professional Boundaries Between Employees and Students
- 4044 Political Activity by Staff Members
- 4045 Milk Expression
- 4046 Internet Searches Regarding Potential Employees
- 4048 Assessment Administration and Security
- 4049 This number intentionally left blank
- 4050 Overtime and Compensatory Time
- 4051 Use of Social Media by School District Employees
- 4052 Job References to Prospective Employers
- 4053 Conflict of Interest
- 4054 Reporting Child Abuse or Neglect
- 4055 Head Teacher
- 4056 Resignation of Certificated Staff
- 4057 Superintendent Evaluation
- 4058 Confidentiality in Counseling and Guidance
- 4059 Suicide Prevention Training
- 4060 School Vehicle Use
- 4061 Workplace and Non-Workplace Injuries or Illness and Return to Work
- 4062 Locker Room Supervision

B. Discuss, consider and take all necessary action to add the following policies regarding school district students:

C. 5001 Compulsory Attendance and Excessive Absenteeism

- 5002 Admission of Students
  - 5002.1 Admission of Out-of-State Students
- 5003 Admission of Part-Time Students
- 5004 Option Enrollment
- 5005 Transportation of Option Students
- 5006 Foreign Exchange Students
- 5007 Enrollment of Expelled Students
- 5008 Pregnant or Parenting Students
- 5009 Adult Education
- 5010 Immunizations
- 5011 Physical and Visual Examination of Students
- 5012 Testing and Assessment Program
- 5014 Homeless Students
- 5015 Protection of Pupil Rights
- 5016 Student Records
- 5017 Routine Directory Information
- 5018 Parental Involvement in Educational Practices
- 5019 Communicating with Parents
- 5020 Rights of Custodial and Non-Custodial Parents
- 5022 Investigations and Arrests by Police or Other Law Enforcement Officers
- 5023 Student Illness
- 5024 Medication of Students
- 5025 Student Insurance
- 5028 Initiations and Hazing
- 5030 Dating Violence
- 5031 Student Appearance
- 5032 Closed Campus
- 5033 Student Driving and Parking
- 5034 Handbooks

- 5035 Student Discipline
- 5036 Lockers
- 5037 Student Internet and Computer Access
- 5039 Fundraising Activities
- 5040 Work Permits
- 5041 Student Government
- 5042 Bulletin Boards
- 5043 School-Sponsored Publications
- 5044 Safe Pupil Transportation Plan
- 5045 Student Fees
- 5046 Secret Organizations
- 5048 Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)
- 5049 Firearms and Weapons
- 5050 Reporting Related to Exempt (Home) Schools
- 5052 School Wellness
- 5053 Self-Management of Diabetes or Asthma/Anaphylaxis
- 5054 Student Bullying
- 5055 Enrollment in Kindergarten
- 5056 Free Expression by Students
- 5057 District Title I Parent and Family Engagement Policy
- 5059 Emergency Medical Treatment
- 5062 Lice and Nits
- 5063 Audio and Video Recording
- 5064 Title I Supplement, Not Supplant
- 5065 Bed Bugs
- 5066 Early Graduation
- 5067 Student Assistance Team Process
- D. Discuss, consider and take all necessary action to approve policies regarding curricular and academic matters:
  - 6001 School Organization
  - 6002 School Calendar
  - 6003 Instructional Program
  - 6004 Curriculum Development
  - 6005 Academic Credits and Graduation
  - 6006 Commencement Ceremony
  - 6007 Senior Recognition
  - 6008 Class Rank
  - 6009 Grade Placement and Academic Credits of Transfer Students
  - 6010 Special Education
  - 6011 Fire Instruction and Prevention
  - 6012 Flag Display and Patriotic Observances
  - 6013 Teaching Controversial Issues
  - 6014 School Attendance on Days of Scheduled Activities
  - 6015 Summer School
  - 6016 Homebound and Off-Campus Instruction
  - 6017 Homework
  - 6018 Grades
  - 6020 Multicultural Education
  - 6021 District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations
  - 6025 Student Cell Phone and Other Electronic Devices
  - 6026 Emergency Dismissal
  - 6027 Field Trips
  - 6028 The Extracurricular Activities Program
  - 6029 Activity Trips
  - 6030 Public Appearances of School Groups
  - 6031 Emergency Exclusion
  - 6032 Constitution Day Education
  - 6033 Seclusion and Restraint of Students
  - 6034 Concussion Awareness
  - 6035 Athletic Contest Participation by Sixth Graders
  - 6036 Reading Instruction and Intervention Services
- 8. Principals Reports
- 9. Committee Reports
- 10. Future Meetings/Reminders:
- 11. Shouts Outs!
- 12. Executive Session:

13. Adjourn:

**Note 1:** The Board in its discretion may revise and consider any listed item at any time during the meeting.

**Note 2:** This agenda does not become final until 24 hours prior to the scheduled commencement of this meeting. All listed reports which are in writing are a part of the Agenda for this meeting and may contain action items or otherwise call for Board action on the subject matter(s) listed therein; complete copies of such reports, except for any legally confidential information are available upon request from the Office of the Superintendent of Schools as part of the agenda

**Note 3:** The Board of Education is empowered to act on any item listed on the Agenda at any time during the meeting, irrespective of the order listed. Further detail on agenda items may be obtained by speaking to the Superintendent. The Board of Education by the approval of all consent items is also approving, authorizing and directing the Board President, Board Secretary, the Superintendent or their designees to take or cause to be taken all necessary action and sign all documents necessary or appropriate to complete the matter or transaction as approved.

**Note 4:** The Open Meetings Act requires that agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Board releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question about a report or needs clarification about the sufficiency of any item on which action could be taken at this meeting should contact the Office of the Superintendent of Schools.

**Note 5:** The Board of Education reserves the right to go into closed session at its discretion, but will only do so for the prevention of needless injury to a person's reputation or for the protection of the public interest.

Loup City Public Schools Board of  
Education Special Session  
Monday, January 11, 2021 6:30 PM Central

Loup City High School Commons  
800 North 8th Street  
Loup City, NE 68853-0628

Ericson: Present, Friesen: Present, Kaminski: Present, Klein: Present, Kowalski: Present,  
Kowalski: Present, Krzycki: Present, Lewandowski: Present, Treffer: Present. Present: 9.

1. Call Meeting To Order:

1.A. Announce Open Meetings Act - Posted in Meeting Room

1.B. Approval of Agenda:

1.C. Publication of Meeting

2. Action Items

2.A. Review of search process: search timeline, application process, upcoming meetings.

Cindy Huff and Rob Hanger reviewed the process and timeline with the board.

2.B. Profile discussion. Review notes from Faculty/Staff and Community Committee meetings.

The consultants shared some highlights of the community and staff committees.

2.C. Discuss interview format.

The details of the interviews were discussed.

2.D. Hosting Duties Checklist

2.E. Preview tentative Monday, January 25, finalist selection/pre-interview meetings.

4:00pm Faculty/Staff Committee

5:15pm Community Committee

6:30pm Board Selection Meeting

2.F. Discussion of open session requirements for finalist selection, interviews, Superintendent selection.

The consultants shared the open session on January 30, 2021 with board members.

2.G. Analysis of contract language.

The current superintendent contract and what they will discuss to change.

3. Adjourn:

Motion by Eric Kowalski, seconded by Jamie Lewandowski, to adjourn at 7:23pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki:  
Yes, Lewandowski: Yes, Treffer: Yes  
Yes: 9, No: 0

Loup City Public Schools Board of  
Education Regular Session  
Monday, January 11, 2021 8:00 PM Central

Loup City High School Commons  
800 North 8th Street  
Loup City, NE 68853-0628

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room

1.C. Installation of New Board Members

Michael Kaminski, Kyle Kowalski, and Tina Treffer took the oath of office to become the newest members of the board of education.

1.D. Publication of Meeting

Scott Friesen and Eric Kowalski verified publication of the meeting.

1.E. Approval of Agenda:

Motion by Jamie Lewandowski, seconded by Janelle Krzycki, to approve the agenda as presented.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

2. Reorganization of the Board

Motion by Scott Friesen, seconded by Jamie Lewandowski, to Cindy Ericson.. Motion Carried

Ericson: Abstain (With Conflict), Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

2.A. Election of a Board President

Motion by Scott Friesen, seconded by Wayne Klein, to to select Cindy Ericson as the Board President.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

2.B. Election of a Board Vice President

Motion by Wayne Klein, seconded by Eric Kowalski, to to elect Wayne Klein as the Vice President of the Board.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Abstain (With Conflict), Kowalski: Yes, Kowalski: No, Krzycki: Yes, Lewandowski: Yes, Treffer: No

Yes: 6, No: 2, Abstain (With Conflict): 1

2.C. Election of Board Treasurer

Motion by Wayne Klein, seconded by Eric Kowalski, to to elect Jamie Lewandowski as Treasurer of the Board.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Abstain (With Conflict), Treffer: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

#### 2.D. Election of a Board Secretary

Motion by Wayne Klein, seconded by Cindy Ericson, to to elect Mike Kaminski as Board Secretary.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Abstain (With Conflict), Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

#### 2.E. Review Board Code of Ethics

Ms Simpson read the Code of Ethics from Board Policy 2012.

#### 2.F. Review Principles of Effective Board Governance

Ms Simpson will share this document with all board members.

#### 2.G. Discuss, consider and take all necessary action to appoint a school district law firm.

Ms Simpson shared that we utilize the policy service of KSB so it would be helpful to designate them as our law firm of record.

Motion by Jamie Lewandowski, seconded by Scott Friesen, to board designate the firm of KSB School Law as the attorneys authorized to provide the school district with legal counsel.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

#### 2.H. Discuss, consider and take all necessary action in regards to the school district's financial institution

Motion by Wayne Klein, seconded by Janelle Krzycki, to designate Citizens Bank, Heritage Bank, Ashton State Bank as the school districts financial institutions.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

#### 2.I. Discuss, consider and take all necessary action in naming the Superintendent as the Signatory of Federal Funds.

Motion by Jamie Lewandowski, seconded by Eric Kowalski, to Superintendent as signatory of federal funds.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

#### 2.J. Discuss, consider and take all necessary action to name the Superintendent as the District Non-Discrimination Compliance Coordinator.

Motion by Jamie Lewandowski, seconded by Eric Kowalski, to to name the Superintendent as District Non-Discrimination Compliance coordinator.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

### 3. Consent Agenda:

Motion by Tina Treffer, seconded by Kyle Kowalski, to to pull the minutes from the consent agenda.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Wayne Klein, to motion to approval all items on the consent agenda.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Wayne Klein, to to approve the minutes of the meetings on December 14 and December 15 as presented.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Abstain (With Conflict), Klein: Yes, Kowalski: Yes, Kowalski: Abstain (With Conflict), Krzycki: Yes, Lewandowski: Yes, Treffer: Abstain (With Conflict)

Yes: 6, No: 0, Abstain (With Conflict): 3

### 3.A. Reading and Approval of Minutes for December 14, 2020

Reading and Approval of Minutes for December 15, 2020

### 3.B. Approve the Resignation of Cathy Placzek

Motion by Janelle Krzycki, seconded by Jamie Lewandowski, to approve resign.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

### 3.C. Approve of Student Teaching Leave for Krystal Walrath

## 4. Financial Report: Discuss, consider and take all necessary action to approve the financial Report and Payment of Invoices.

Jamie Lewandowski and Wayne Klein reviewed the bills presented to the board. Ms Simpson will review purchasing procedures with all staff members so that all contracted services have a purchase order. The following bills were approved.

VENDOR NAME	INVOICE AMTS
ALMQUIST MALTZAHN GALLOWAY	\$163.00
AMAZON	\$230.51
ASCHE, JOSH	\$240.00
AV ASSOCIATES OF NEBRASKA	\$3,438.00
AWARDS UNLIMITED INC.	\$89.50
BLACK HILLS ENERGY	\$6,635.50
CENTURY LINK	\$471.15
CHEMSEARCH	\$591.70
CITY OF LOUP CITY	\$397.20
CORPORATE PAYMENT SYSTEMS	\$1,148.23
CULLIGAN	\$176.80
DAS STATE ACCOUNTING	\$232.49
DIVERSIFIED DRUG TESTING, LLC	\$260.00
E S U #10	\$19,803.36
ERICSON FORD, INC.	\$930.79
HOME DEPOT PRO	\$308.49
HORNICKEL, RACHEL	\$51.84
JOE'S MARKET	\$153.96
JUNIOR LIBRARY GUILD	\$908.90
KUSZAK HARDWARE & VARIETY	\$307.93

LOUP CITY AUTO PARTS	\$245.37
MATHESON TRI-GAS, INC.	\$410.03
MCI	\$63.81
MIDWEST AUTO. FIRE SPRINKLER	\$745.00
NASCO	\$1,241.16
NCS PEARSON INC	\$96.00
NE COUNCIL OF SCHOOL ADMIN.	\$75.00
NEBR. ASSN SCHOOL BOARD ALICAP	\$1,870.00
NPPD	\$4,425.48
NEBRASKA SAFETY CENTER	\$100.00
ONE SOURCE	\$25.00
PERRY GUTHERY	\$300.00
PITNEY BOWES	\$240.45
PRESTO-X COMPANY	\$140.00
PURELAND SUPPLY	\$359.10
QUILL	\$36.99
RASMUSSEN MECHANICAL SERVICES	\$1,833.00
	\$516.75
REIKOFSKI, ROGER	\$300.00
SHERMAN COUNTY TIMES	\$142.82
SHORTY'S REPAIR	\$61.68
SIMPSON, ANGELA	\$300.00
STEVENS MEDICAL CLINIC PC	\$96.00
TROTTER SERVICE	\$2,103.99
VALLEY COUNTY CLERK	\$288.88
VERIZON WIRELESS	\$59.72
WELLS FARGO VENDOR FIN SERV	\$722.05
WHITE WAY GARAGE	\$333.05
WHOA AND GO	\$302.26
WITT, LARRY	\$475.00
TOTAL	\$54,447.94
PAYROLL	\$345,431.90
	\$399,879.84
LUNCH PAYROLL	\$12,411.10

Motion by Wayne Klein, seconded by Jamie Lewandowski, to approve the bills and vendors for all bills and invoices with the exception of Ericson Ford & Tina Treffer Sign & Design.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Wayne Klein, seconded by Janelle Krzycki, to approve the bill or invoice from Ericson Ford.. Motion Carried

Ericson: Abstain (With Conflict), Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

Motion by Cindy Ericson, seconded by Kyle Kowalski, to approve the bill or invoice from Treffer Signs & Designs.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: No, Treffer: Abstain (With Conflict)

Yes: 7, No: 1, Abstain (With Conflict): 1

##### 5. Meet the Teachers - Elementary Interventionists

Dusti Vanslyke and Hallie Gray are the elementary interventionists at Loup City Elementary this year. They are working with students and staff to use our school testing data to design educational intervention plans for all students. They discussed the intervention materials they

are using such as Heggerty, Rewards, and Lively Letters. They shared data and answered questions from the board.

6. Hearing of the Audience:

Becky Setlik, Eric Fitzgerald, Elizabeth Augustyn and Loraine Panowicz spoke to the board.

7. Discussion Items:

7.A. Discuss, consider and take all necessary action to review the Rule 10 Safety Audit.

Ms Simpson shared the safety audit concerns and recommendations with the board. It will be forwarded to the Building Committee.

8. Superintendent's Report

9. Action Items:

9.A. Discuss, consider and take all necessary action on the extension of FFCRA/FMLA program. The board was presented with options to the FFCRA or extended FMLA from the CARES program that ended on December 31, 2020. The board could extend te whole program, portions of it, or to discontinue the program.

Motion by Wayne Klein, seconded by Michael Kaminski, to to extend full benefits for staff to March 15.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

9.B. Discuss, consider and take all necessary action to approve the Board goals and indicators. The board goals and indicators were shared and questions answered.

9.C. Discuss, consider and take all necessary action to approve the 2021-2022 school calendar There was discussions of late starts and the calendar features.

Motion by Wayne Klein, seconded by Scott Friesen, to approve calendar with all mondays as lat starts.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: No, Krzycki: Yes, Lewandowski: Yes, Treffer: No

Yes: 7, No: 2

9.D. Discuss, consider and take all necessary action to approve the contract with ESU 10 for Special Educatiion services.

Loup City utilizes the contracted Special Education services of ESU 10 to keep our costs down.

Motion by Jamie Lewandowski, seconded by Eric Kowalski, to approve with ESU 10 for 2021-22.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

9.E. Discuss, consider and take all necessary action to address paraprofessional staffing at the high school.

Motion by Scott Friesen, seconded by Jamie Lewandowski, to move to table to March meeting..

Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

9.F. Discuss, consider and take all necessary action in regards to youth sports and school facilities  
Set Protocols for use of Facilities

Youth Sports

Protocol set by Admin

Motion by Wayne Klein, seconded by Scott Friesen, to allow youth sports in the buildings with a protocol set by administration.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

10. Principals Reports

11. Committee Reports

The policy committee will meet this week. The Pre-K committee met with CNCAP to discuss next years plan. The school would still like to see a full day preschool program.

12. Future Meetings/Reminders:

Next Regular meeting is February 8 at 7:30pm.

Two special meetings are scheduled for January 25 at 6:30pm and January 30 at 8:30am.

13. Shouts Outs!

14. Executive Session:

15. Adjourn:

Motion by Eric Kowalski, seconded by Jamie Lewandowski, to to adjourn at 10:29pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Loup City Public Schools Board of  
Education Special Session  
Tuesday, January 26, 2021 6:30 PM Central

Loup City High School Commons  
800 North 8th Street  
Loup City, NE 68853-0628

Ericson: Present, Friesen: Present, Kaminski: Present, Klein: Present, Kowalski: Present,  
Kowalski: Present, Krzycki: Present, Lewandowski: Present, Treffer: Present. Present: 9.

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room  
Jamie Lewandowski & Cindy Ericson

1.C. Approval of Agenda:

1.D. Publication of Meeting

2. Action Items

2.A. Discuss, consider and take all necessary action to select finalists

(1) Board review of applicant packets.

(2) Consultant recommendations.

(3) Selection of finalists to interview. Possible motion: "I move to select following finalists (names) and authorize the search consultants to contact designated alternates."

(4) Post-interview selection procedures. (Selection rubric, negotiation with candidates, contacting candidates.

The process was discussed for Saturday, January 30th and discussion of applicants and their qualifications.

Motion by Janelle Krzycki, seconded by Kyle Kowalski, to to select Dean Tickle, Daniel Kluver and James Ayres to interview for the superintendent position.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

2.B. Discuss, consider and take all necessary action in regards to the Pre-interview process.

(1) Review interview schedule for January 30, 2021. (Handout)

(2) Sample interview questions; select questions. (Handout)

(3) Interview procedures: Who will ask questions, room arrangement, etc.

(4) Interview tips/Inappropriate questions. (Handout)

(5) Role of consultants in interview process.

(6) Committee reporting procedures.

(7) Hosting duties.

3. Executive Session:

Motion by Scott Friesen, seconded by Jamie Lewandowski, to to enter into executive session in order to protect the public's interest to discuss at 8:06pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Eric Kowalski, to to come out of executive session with no action taken at 8:24pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

4. Adjourn:

Motion by Eric Kowalski, seconded by Jamie Lewandowski, to to adjourn at 8:40pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Loup City Public Schools Board of  
Education Special Session  
Saturday, January 30, 2021 8:30 AM Central

Loup City High School Classroom 316  
800 North 8th Street  
Loup City, NE 68853-0628

Ericson: Present, Friesen: Present, Kaminski: Present, Klein: Present, Kowalski: Present,  
Kowalski: Present, Krzycki: Present, Lewandowski: Present, Treffer: Present. Present: 9. Wayne  
Klein arrived at 8:37pm and Tina Treffer arrived at 8:43am.

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room

1.C. Approval of Agenda:

1.D. Publication of Meeting

2. Board review of candidate background checks.

Board reviewed candidate applications and information.

3. Pre Interview Items

Review Interview Schedule

Interview Procedures

Faculty/Staff & Community Committees reporting procedures

Reminder of NRCSA transition meeting

NRCSA Evaluation

The board reviewed the contract used by Loup City Public Schools. Discussion of the residence clause and length of contract was discussed. Board took at recess at 9:04am and reconvened at 10:10am.

Motion by Eric Kowalski, seconded by Scott Friesen, to to go into recess at 9:04am.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

4. Conduct Interviews of Superintendent Candidates

Motion by Wayne Klein, seconded by Kyle Kowalski, to to recess at 11:36am.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

5. Recess for Lunch at 11:30am

6. Reconvene at 12:30pm

Board reconvened at 12:26pm.

Board recessed at 1:50pm

Board reconvened at 1:55pm

Board Recessed at 3:17pm

Motion by Tina Treffer, seconded by Eric Kowalski, to to recess at 1:50pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Wayne Klein, seconded by Michael Kaminski, to to recessat 3:17pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

#### 7. Receive feedback from committees

Board reconvened at 3:25pm to hear committee reports.Loraine Panowicz and Tami Heil reported for the community committee. Jason Obermiller reported for the staff committee. Mr Asche & Mr Reikofski also reported to the board.

8. Discuss, consider or take necessary action to offer a contract to one of the finalists with exact details to be determined at a later date.

The board discussed all three candidates.

Motion by Scott Friesen, seconded by Jamie Lewandowski, to to offer a contract to Dean Tickle to become the Superintendent at Loup City Public Schools.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Jamie Lewandowski, to to enter into executive session to discuss salary and matters that may be sensitive to the candidates character.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Kyle Kowalski, to to make a contingency offer to Daniel Kluver.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: No, Klein: No, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: No, Treffer: Yes

Yes: 6, No: 3

Motion by Eric Kowalski, seconded by Jamie Lewandowski, to to go into executive session to discuss salar and other matters that may be sensitive to candidate character.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Scott Friesen, seconded by Wayne Klein, to to come out of executive session at 5:07pm with no action taken.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Michael Kaminski, seconded by Wayne Klein, to to make second contingency offer to James Ayres.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Eric Kowalski, seconded by Jamie Lewandowski, to to move into executive session at 5:10pm to discuss salary and other matters that may be sensitive to candidate's character..

Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

Motion by Wayne Klein, seconded by Eric Kowalski, to to come out of executive session at 5:15pm with no action.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

9. Adjourn:

to adjourn at 5:16pm

Motion by Janelle Krzycki, seconded by Tina Treffer, to to adjourn at 5:16pm.. Motion Carried

Ericson: Yes, Friesen: Yes, Kaminski: Yes, Klein: Yes, Kowalski: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Treffer: Yes

Yes: 9, No: 0

**Superintendent Pay Transparency Notice—Proposed Contract for Dean Tickle**

Notice is hereby given that Loup City Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on February 8, 2021 at 7:30pm at the Loup City High School Commons in Loup City, Nebraska.

After the 2021/22 school year, how many years remain on the contract:

1

The estimated costs to the district for the 2020/21 year and future years are listed below:

	2021/22 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
<b>Base Pay for the Total FTE</b>	\$ 135,000.00	\$ 135,000.00	\$ 270,000.00
<b>Compensation for activities outside of the regular salary:</b>			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
<b>Benefits and Payroll Costs Paid by district:</b>			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 17,255.75	17255.75	\$ 34,511.50
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <b>if paid by the district</b></i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 23,662.50	\$ 23,662.50	\$ 47,325.00
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 500.00	\$ 500.00	\$ 1,000.00
• <i>Cell Phone/Internet reimbursement</i>	\$ 720.00	\$ 720.00	\$ 1,440.00
• <i>Relocation reimbursement</i>	\$ 5,000.00		\$ 5,000.00
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
<b>Totals:</b>	<b>\$ 182,138.25</b>	<b>\$ 177,138.25</b>	<b>\$ 359,276.50</b>



Angela Simpson <angela.simpson@lcpublic.org>

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## FCS Position

1 message

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**Rachel Hornickel** <rachel.hornickel@lcpublic.org>

Tue, Jan 26, 2021 at 11:42 AM

To: Josh Asche <josh.asche@lcpublic.org>, Angela Simpson <angela.simpson@lcpublic.org>

Greetings,

I hope this email finds you well!

As of yesterday, I have accepted the Family and Consumer Sciences position at Ord Public Schools for the 2021-2022 school year. I have thoroughly enjoyed the opportunity to grow and learn as a new educator at Loup City Public Schools. Ord's administration has asked that the news of my hiring be kept quiet until the official approval at the board meeting to be held in two weeks. However, I wanted to inform you early so that the school can start the process of filling the FCS position. Please let me know if there is any way I can help in this process!

Rachel Hornickel  
FCS/Health Sciences- FCCLA Advisor  
Loup City Public Schools  
Loup City, NE 68853  
308-745-0548 ext. 308





## TEACHER'S CONTRACT

THIS CONTRACT made by and between the Board of Education of Sherman County School District 0001, a/k/a Loup City Public School District, hereinafter referred to as the District and **Crystal Feik** a legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education hereby agrees to employ the Teacher above named for a school year, which shall begin on or about **August 1, 2021**, and end on or about **May 20, 2022** and shall consist of **185** days of service and that the Teacher hereby agrees to accept such employment to a **1.0 FTE** staff position with an initial teaching:

**Base Salary: \$36,340**

Which assignment shall be subject to the provisions of paragraphs SECOND and THIRD below, at a salary to be determined by the terms of the negotiated agreement between the Board and the bargaining unit representing the certificated employee of the District with the Teacher's salary schedule placement for the **2021-2022** contract year being as follows: **Column BA, Step 1**. Such employment being under the following terms and conditions:

FIRST: The salary of the Teacher shall be payable in Twelve (12) equal installments. The first installment shall be payable on the **15<sup>th</sup>** day of **September, 2021**, and the remaining installments shall be payable on the **15<sup>th</sup>** day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed under this contract shall be subject to assignment by the Superintendent of the District with the approval of the Board; and further agrees to devote full time during days of school and days of assigned duties to the Teacher's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Teacher's professional ability. Regular dependable attendance is an essential function of the Teacher's position.

THIRD: In addition to the normal duties traditionally required of teachers, the Teacher may be assigned such "extra duty" assignments as are defined by Board Policy, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon; provided, that the Teacher shall not unreasonably refuse to accept such assignments.

FOURTH: The Contract of the Teacher may be cancelled or amended for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Teacher's certificate by the State Board of Education or Teacher otherwise becoming legally disqualified to teacher in the State of Nebraska; (b) breach of any of the material provisions of this Contract or any act or failure to act which is materially harmful to the employer, or which substantially inhibits the Teacher's ability to discharge the Teacher's duties, including without limitation participation in any fraud, causing any intentional damage to property or engaging in any unlawful act; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*. Contract renewal, non-renewal or termination shall also be subject to the requirements of the applicable *Nebraska Revised Statutes*. Nothing contained herein shall prevent the suspension of the teacher, with pay, for the Teacher's duties.

FIFTH: Upon termination of this contract for any reason, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the applicable contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract.

SEVENTH: The Teacher affirms that: (1) the Teacher holds or will hold a valid and appropriate certificate to act as a Teacher of Schools in the State of Nebraska throughout the term of this Contract and any extensions of this Contract (with such endorsements as are required by accreditation regulations or Board policy for the Teacher's assignment); (2) the required certificate to act as a Teacher of Schools in the State of Nebraska shall be registered as required by law and the Teacher shall not be compensated for any services performed prior to or without registration of such required certificate; and (3) the Teacher is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract. It is further agreed that there shall be no penalty for release or resignation by the Teacher from this Contract, provided that no resignation shall become effective until the close of the school year unless accepted by the Board of Education and the Board shall fix the time at which the resignation is to take effect. It is understood that this contract is subject to provisions of the School Employees Retirement Act.

EIGHTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

**Loup City Public School shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.**

Executed 2/7, 2021

Teacher Crystal M. Feak

Executed \_\_\_\_\_, 20\_\_

Sherman County School District 0001, a/k/a Loup City Public School District  
By:

President \_\_\_\_\_

Attest:

Secretary \_\_\_\_\_

**FEBRUARY 2021 BOARD BILLS**

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>INVOICE AMT\$</u>
ALMQUIST MALTZAHN GALLOWAY & LUTH	125 PLAN ADMIN	\$160.00
AMAZON	SUPPLIES	\$647.83
BLACK HILLS ENERGY	SERVICE	\$8,834.12
CENGAGE LEARNING	BUSINESS LAW TEXTBOOKS	\$473.28
CNCAP	PRESCHOOL 2ND QTR	\$25,806.29
	SIXPENCE 2ND QTR	\$42,737.99
CENTURY LINK	SERVICE	\$444.07
CITY OF LOUP CITY	SERVICE	\$384.28
CORPORATE PAYMENT SYSTEMS	SUPT ADVIS MTG MEAL/SUPPLIES/SHRED SVC	\$4,391.66
DAS STATE ACCOUNTING	SERVICE	\$232.49
E S U #10	SERVICE	\$5,038.35
EAKES OFFICE PLUS	SUPPLIES	\$165.45
ELECTRONIC SYSTEMS INC.	FIRE ALARM INSPECT	\$90.00
ERICSON FORD, INC.	BUS INSPECTIONS	\$297.00
FUN EXPRESS LLC	ELEM SUPPLIES	\$234.35
HOME DEPOT PRO	CUSTODIAL SUPPLIES	\$39.96
HOPE HEALTH & BALANCE COUNSELING	MILEAGE	\$270.25
HORNICKEL, RACHEL	REIMB--FCS FOOD LAB	\$43.96
JOE'S	SUPPLIES	\$110.94
KUSZAK HARDWARE & VARIETY	SUPPLIES	\$356.26
LOOKOUT BOOKS	LIBR BOOKS	\$399.99
LOUP CITY AUTO PARTS	MAINT SUPPLIES	\$105.83
MATHESON TRI-GAS, INC.	IND TECH SUPPLIES	\$264.64
MCCARVILLE, SAMANTHA	MILEAGE FOR TRANSPORT STU	\$1,885.93
MCI	SERVICE	\$68.35
MID-AMERICAN RESEARCH CHEMICAL	CUSTODIAL SUPPLIES	\$488.38
NASCO	ART SUPPLIES	\$29.60
NEBR. ASSN SCHOOL BOARD ALICAP	BRD/SUPT CONF/MASCOT SURVEY	\$525.00
NEBRASKA CENTRAL EQUIPMENT	BUS PARTS	\$947.93
NPPD	SERVICE	\$4,965.07
NEBRASKA STATE FIRE MARSHAL	BOILER CERT	\$180.00
NORTH SHORE GYM SALES, LLC	PE MATS	\$1,424.00
OFFICE NET	HS OFFICE SUPPLIES	\$44.81
ONE SOURCE	BACKGROUND CHECK	\$30.00
PITNEY BOWES	INK AND POSTAGE	\$369.98
PRESTO-X COMPANY	SERVICE	\$140.00
PSAT/NMSQT	TEST FEES	\$187.00
PURELAND SUPPLY	MIMIO LAMP REPLACE	\$138.50
QUILL CORPORATION	SUPPLIES	\$48.16
SHERMAN COUNTY TIMES	ADVERTISING	\$255.37
SHORTY'S REPAIR	VEHICLE INSPECTIONS	\$248.31
SPARQ DATA SOLUTIONS, INC.	NEGOTIATIONS SOFTWARE/MTG SUBSCRIPT	\$4,160.00
STIEB, CHRISTINA	MILEAGE FOR TRANSPORT STU	\$891.51
TROTTER SERVICE	FUEL	\$2,474.24
UNIVERSITY OF NEBRASKA KEARNEY	NATL HISTORY DAY CONTEST	\$750.00
VCHS MEDICAL CLINIC	BUS DRIVER TESTING	\$126.00
VERIZON WIRELESS	SERVICE	\$59.81
WARD'S SCIENCE	SCIENCE SUPPLIES	\$241.77
WELLS FARGO VENDOR FIN SERV	COPIER LEASE	\$722.05
WHOA AND GO	FUEL	\$190.53
YANDA'S MUSIC	BAND SUPPLIES	\$699.99
<b>TOTAL</b>		<b>\$113,821.28</b>
<b>PAYROLL</b>		<b>\$332,682.58</b>
		<b>\$446,503.86</b>
<b>LUNCH PAYROLL\$12,552.79</b>		
<b>DEPRECIATION FUND</b>		
HOUGHTON MIFFLIN CO	SCIENCE TEXTBOOKS	\$42,100.28
MCGRAW HILL EDUCATION	SCIENCE TEXTBOOKS	\$249.00

TOTAL

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\$42,349.28

<b>SCHOOL DISTRICT #1</b>	
<b>GENERAL FUND - 01</b>	
January 31, 2021	
<i>Balance forward</i>	\$364,068.70
Deposits	\$1,062,101.50
Checks/Debits	\$1,031,402.33
Transfers from ICS	\$240,000.00
Transfers to ICS	\$650,000.00
Interest	\$14.81
ICS Interest	\$49.91
<b>BOOK BALANCE</b>	<b>\$134,323.76</b>
<b>ICS BALANCE</b>	<b>\$670,508.87</b>
<b>FUND BALANCE</b>	<b>\$804,832.63</b>

<b>Certificates of Deposits</b>	
January 31, 2021	
Unemployment Fund	\$22,726.43
Special Building Fund ***	\$253,027.97
Ashton State Bank (Gen Fund)	\$241,561.31

<b>TOTAL</b>	<b>\$517,315.71</b>
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<b>UNEMPLOYMENT FUND - 03</b>	
January 31, 2021	
<i>Balance forward</i>	\$109,352.34
Deposit	\$0.00
Interest earned	\$0.36
ICS Interest earned	\$13.56
Checks/Debits	\$0.00
<b>BANK BALANCE</b>	<b>\$2,820.30</b>
<b>ICS BALANCE</b>	<b>\$106,545.96</b>
<b>FUND BALANCE</b>	<b>\$109,366.26</b>

<b>REVENUES</b>	
January 31, 2021	
Local Receipts	\$784,477.10
County & ESU Receipts	\$1,400.24
State Receipts	\$30,980.19
Federal Receipts	\$0.00
Misc.	\$0.00
Non-Program Receipts	\$0.00
	<b>\$816,857.53</b>

<b>DEPRECIATION FUND -02</b>	
January 31, 2021	
<i>Balance forward</i>	\$825,576.40
Deposit	\$0.00
Interest earned	\$2.35
ICS Interest	\$102.71
Checks/Debits	\$1,577.36
<b>BANK BALANCE</b>	<b>\$17,512.54</b>
<b>ICS BALANCE</b>	<b>\$806,591.56</b>
<b>FUND BALANCE</b>	<b>\$824,104.10</b>

<b>ACTIVITY FUND ACCOUNT -05</b>	
January 31, 2021	
<i>Balance forward</i>	\$139,252.04
Deposit	\$24,747.42
Interest earned	\$2.21
Checks/Debits	\$19,182.85
<b>BANK BALANCE</b>	<b>\$21,753.59</b>
ICS Interest earned	\$15.25
<b>ICS BALANCE</b>	<b>\$110,173.03</b>
<b>FUND BALANCE</b>	<b>\$131,926.62</b>

<b>LUNCH FUND -06</b>	
January 31, 2021	
<i>Balance forward</i>	\$6,512.67
Deposit	\$25,871.85
Interest earned	\$0.66
Checks/Debits	\$28,664.03
<b>FUND BALANCE</b>	<b>\$3,721.15</b>

<b>BOND FUND -07</b>	
January 31, 2021	
<i>Balance forward</i>	\$8,574.75
Deposit	\$0.00
Interest earned	\$1.09
Checks/Debits	\$0.00
<b>FUND BALANCE</b>	<b>\$8,575.84</b>

<b>SPECIAL BUILDING FUND -08</b>	
January 31, 2021	
<i>Balance forward</i>	\$217,842.22
Deposit	\$29,599.54
Interest earned	\$2.99
Checks/Debits	\$30,000.00
<b>BANK BALANCE</b>	<b>\$23,182.65</b>
ICS Interest earned	\$26.17
<b>ICS BALANCE</b>	<b>\$224,288.27</b>
<b>FUND BALANCE</b>	<b>\$247,470.92</b>

<b>ARCADIA/LOUP CITY ACT. CO-OP -15</b>	
January 31, 2021	
<i>Balance forward</i>	\$1,343.78
Deposit	\$6,055.00
Interest earned	\$0.15
Checks/Debits	\$6,745.00
<b>BANK BALANCE</b>	<b>\$653.93</b>

<b>125 CAFETERIA PLAN -38</b>	
January 31, 2021	
<i>Balance forward</i>	\$19,917.99
Deposit	\$4,741.86
Interest	\$2.67
Claims	\$3,490.31
<b>BOOK BALANCE</b>	<b>\$21,172.21</b>

<b>HAZARDOUS MATERIAL/ADA FUND -39</b>	
January 31, 2021	
<i>Balance forward</i>	\$8,688.63
Deposit	\$0.00
Interest earned	\$1.11
Checks/Debits	\$0.00
<b>FUND BALANCE</b>	<b>\$8,689.74</b>

<b>OUTSTANDING CHECK AMOUNTS</b>	
General Fund	\$47,189.01
Activity Fund	\$774.22
Co-Op Fund	\$2,030.00
125 Plan Fund	\$14.28
Lunch Fund	\$61.70
Unemployment Fund	\$0.00

<b>ACTIVITY FUND BALANCES</b>	
January 31, 2021	
GENERAL ACTIVITIES	34,674.49
RED RAIDER DRAMA	4,800.23
RED RAIDER SPEECH	(621.99)
DISTRICT EVENTS	737.26
CHEERLEADERS	(2,711.00)
CROSS COUNTRY	281.04
GIRLS BASKETBALL	0.00
TRACK	480.90
VOLLEYBALL	359.58
FFA	16,291.53
DANCE TEAM	(1,623.42)
BAND RESALE	73.71
BAND FUNDRAISER	2,753.43
ANNUAL STAFF	(218.34)
STUDENT COUNCIL	6,365.67
FCCLA	3,407.46
FCA	1,992.46
CLASS OF 2021	1,898.40
CLASS OF 2022	3,803.79
CLASS OF 2023	1,255.65
CLASS OF 2024	1,774.56
CLASS OF 2025	129.00
CLASS OF 2026	75.00
SCHOLARSHIP FUND	4,153.00
SPECIAL PROJECTS	15,752.67
TECHNOLOGY FEES	14,433.58
COURTSEY FUND	149.00
SHOP CLASS	317.20
AFTER SCHOOL PROGRAM	575.33
LCPS WELLNESS	2,271.45
LOCAL TO LUNCH	(1,742.86)
HS PRINCIPAL	1,956.85

<b>CO-OP EXPENDITURES</b>	
January 31, 2021	
General	
Basketball	\$3,590.00
Cross Country	
Football	
Golf	
Track	
Volleyball	
Wrestling	\$680.00
	<b>\$4,270.00</b>
<b>CO-OP REVENUES</b>	
Arcadia Transfer	
Loup City Transfer	
General	\$0.15
Basketball	\$1,060.00
Cross Country	
Football	
Golf	
Track	
Volleyball	
Wrestling	\$0.00
	<b>\$1,060.15</b>

**2020-2021 ARCADIA-LOUP CITY COOPERATIVE  
GATE RECEIPTS**

<b>LOUP CITY GATE VOLLEYBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>	<b>ARCADIA GATE VOLLEYBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>
vs Centura/Doniphan-Trumbull	9/1/2020	\$695.00	vs Central City	10/6/2020	\$250.00
vs Ameerst.Kenesaw	9/3/2020	\$595.00	JH VB Tourn	10/19/2020	\$132.00
JH VB vs St Paul	9/14/2020	\$409.90			
vs Ansley-Litchfield	9/15/2020	\$395.00			
vs Anselmo-Merna	10/1/2020	\$625.00			
	10/12/2020	\$188.00			
ALC Rebel Tournament	10/17/2020	\$1,000.00			
		<b>\$3,907.90</b>			<b>\$382.00</b>

<b>LOUP CITY GATE FOOTBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>	<b>ARCADIA GATE FOOTBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>
JH FB vs Gibbon	9/14/2020	\$192.00	vs Elm Creek	8/28/2020	\$1,535.00
vs Ravenna	9/25/2020	\$1,410.00	vs Nebraska Christian	9/4/2020	\$1,285.00
vs Anselmo-Merna	10/16/2020	\$1,020.00			
JH FB vs	10/5/2020	\$443.00			
vs Stanton	10/30/1930	\$3,355.00			
		<b>\$6,420.00</b>			<b>\$2,820.00</b>

<b>LOUP CITY GATE WRESTLING</b>	<b>DATE</b>	<b>RECEIPTS</b>	<b>ARCADIA GATE WRESTLING</b>	<b>DATE</b>	<b>RECEIPTS</b>
		<b>\$0.00</b>			<b>\$0.00</b>

<b>LOUP CITY GATE BASKETBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>	<b>ARCADIA GATE BASKETBALL</b>	<b>DATE</b>	<b>RECEIPTS</b>
vs Wood River	11/9/2020	\$130.00			
vs Ravenna	11/23/2020	\$49.00			
vs Pleasanton	12/4/2020	\$380.00			
vs Centura	12/7/2020	\$70.00			
vs Anselmo-Merna	12/8/2020	\$280.00			
vs Gibbon	12/11/2020	\$165.00			
vs Central Valley	12/12/2020	\$800.00			
vs Wood River	1/7/2021	\$555.00			
vs Riverside	1/14/2021	\$480.00			
vs Burwell	1/29/2021				
vs Doniphan/Trumbull	1/30/2021				
		<b>\$2,909.00</b>			<b>\$0.00</b>

<b>LOUP CITY GATE TRACK</b>	<b>DATE</b>	<b>RECEIPTS</b>			
Var TR Rebel Invite	3/25/2020	----			
JH TR Rebel Invite	5/6/2020	----			
		<b>\$0.00</b>			
<b>LOUP CITY RECEIPTS</b>		\$13,236.90	<b>ARCADIA RECEIPTS</b>		\$3,202.00
<b>ACTIVITY PASSES</b>					
<b>OTHER RECEIPTS</b>					
<b>Total Receipts</b>		\$16,438.90			

**GENERAL FUND CASH BALANCES**

<b>Fiscal Yr</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Febr</b>	<b>March</b>	<b>April</b>
<b>2001-2002</b>	\$ 980,945	\$ 833,240	\$ 742,859	\$ 545,956	\$ 691,602	\$ 679,107	\$ 621,195	\$ 575,355
Plus CD	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>2002-2003</b>	\$ 545,911	\$ 563,884	\$ 448,439	\$ 352,339	\$ 479,299	\$ 360,136	\$ 281,426	\$ 257,820
Plus CD	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 351,589	\$ 351,589	\$ 351,589	\$ 354,502
<b>2003-2004</b>	\$ 533,381	\$ 573,170	\$ 488,206	\$ 407,626	\$ 536,274	\$ 513,019	\$ 442,918	\$ 416,676
Plus CD	\$ 357,453	\$ 360,502	\$ 360,502	\$ 360,502	\$ 360,000	\$ 360,000	\$ 360,000	\$ 362,484
<b>2004-2005</b>	\$ 559,941	\$ 581,905	\$ 454,653	\$ 332,935	\$ 541,119	\$ 537,681	\$ 487,451	\$ 400,538
Plus CD	\$ 364,985	\$ 367,532	\$ 367,532	\$ 367,532	\$ 370,096	\$ 370,096	\$ 370,096	\$ 372,728
<b>2005-2006</b>	\$ 701,556	\$ 796,317	\$ 655,791	\$ 577,058	\$ 766,125	\$ 929,724	\$ 763,014	\$ 746,749
Plus CD	\$ 375,408	\$ 378,137	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
<b>2006-2007</b>	\$ 1,142,157	\$ 1,181,735	\$ 1,063,519	\$ 975,139	\$ 1,192,464	\$ 1,216,567	\$ 1,157,045	\$ 1,161,064
Plus CD	\$ 383,997	\$ 383,997	\$ 383,997	\$ 383,997	\$ 388,651	\$ 386,806	\$ 386,806	\$ 386,806
Expenses	\$ 310,771	\$ 297,291	\$ 290,390	\$ 273,100	\$ 284,478	\$ 315,789	\$ 279,669	\$ 283,657
<b>2007-2008</b>	\$ 1,469,095	\$ 1,479,054	\$ 1,307,579	\$ 1,130,023	\$ 1,351,958	\$ 1,349,039	\$ 1,310,676	\$ 1,320,914
Plus CD	\$ 386,806	\$ 386,806	\$ 386,806	\$ 404,087	\$ 404,087	\$ 409,247	\$ 409,247	\$ 409,247
Expenses	\$ 21,197	\$ 334,904	\$ 331,534	\$ 421,426	\$ 305,008	\$ 318,616	\$ 304,337	\$ 285,584
<b>2008-2009</b>	\$ 1,700,680	\$ 1,701,730	\$ 1,496,859	\$ 1,319,449	\$ 1,538,228	\$ 1,508,264	\$ 1,503,582	\$ 1,499,326
Plus CD	\$ 416,976	\$ 416,976	\$ 420,938	\$ 420,938	\$ 420,938	\$ 406,726	\$ 406,726	\$ 406,726
Expenses	\$ 293,019	\$ 326,435	\$ 341,359	\$ 435,072	\$ 295,236	\$ 351,376	\$ 296,111	\$ 321,628
<b>2009-2010</b>	\$ 1,754,013	\$ 1,747,246	\$ 1,697,631	\$ 1,305,774	\$ 1,490,513	\$ 1,478,221	\$ 1,530,462	\$ 1,424,395
Plus CD	\$ 410,776	\$ 413,844	\$ 413,844	\$ 413,844	\$ 419,619	\$ 419,619	\$ 419,619	\$ 419,619
Expenses	\$ 317,379	\$ 302,586	\$ 320,595	\$ 541,506	\$ 308,138	\$ 325,588	\$ 295,470	\$ 340,678
<b>2010-2011</b>	\$ 1,925,595	\$ 1,907,077	\$ 1,764,393	\$ 1,383,401	\$ 1,612,486	\$ 1,511,466	\$ 1,441,274	\$ 1,356,149
Plus CD	\$ 424,375	\$ 424,375	\$ 424,375	\$ 675,219	\$ 675,370	\$ 675,370	\$ 675,370	\$ 676,506
Expenses	\$ 292,158	\$ 319,046	\$ 330,249	\$ 505,924	\$ 296,862	\$ 336,280	\$ 288,544	\$ 306,224
<b>2011-2012</b>	\$ 1,801,121	\$ 1,712,817	\$ 1,485,675	\$ 1,245,783	\$ 1,479,802	\$ 1,342,788	\$ 1,308,418	\$ 1,226,224
Plus CD	\$ 677,573	\$ 677,987	\$ 678,027	\$ 678,346	\$ 685,033	\$ 685,072	\$ 685,392	\$ 685,392
Expenses	\$ 293,934	\$ 329,502	\$ 338,817	\$ 307,585	\$ 301,474	\$ 330,127	\$ 307,337	\$ 304,231
<b>2012-2013</b>	\$ 1,629,850	\$ 1,533,135	\$ 1,273,631	\$ 1,021,997	\$ 1,283,725	\$ 1,242,811	\$ 1,122,472	\$ 990,393
Plus CD	\$ 685,956	\$ 686,111	\$ 686,305	\$ 693,283	\$ 693,394	\$ 693,433	\$ 693,703	\$ 693,811
Expenses	\$ 364,651	\$ 312,806	\$ 357,447	\$ 316,896	\$ 311,278	\$ 351,575	\$ 304,595	\$ 318,366
<b>2013-2014</b>	\$ 1,355,253	\$ 1,369,694	\$ 1,138,374	\$ 856,245	\$ 1,321,912	\$ 1,254,969	\$ 1,095,231	\$ 976,127
Plus CD	\$ 694,357	\$ 694,470	\$ 694,496	\$ 694,678	\$ 697,690	\$ 697,803	\$ 698,190	\$ 698,300
Expenses	\$ 338,061	\$ 368,320	\$ 378,043	\$ 359,700	\$ 324,829	\$ 395,693	\$ 339,386	\$ 348,568
<b>2014-2015</b>	\$ 1,364,556	\$ 1,239,785	\$ 919,629	\$ 707,772	\$ 1,335,983	\$ 1,295,784	\$ 1,151,608	\$ 1,058,163
Plus CD	\$ 698,836	\$ 699,063	\$ 699,089	\$ 699,233	\$ 699,376	\$ 705,665	\$ 709,152	\$ 709,152
Expenses	\$ 400,814	\$ 394,980	\$ 410,603	\$ 353,452	\$ 329,806	\$ 331,789	\$ 327,431	\$ 422,530
<b>2015-2016</b>	\$ 2,095,173	\$ 1,718,132	\$ 1,398,182	\$ 1,193,489	\$ 1,848,673	\$ 1,796,587	\$ 1,483,017	\$ 1,349,108
Plus CD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 246,498	\$ 534,001	\$ 408,476	\$ 276,372	\$ 384,546	\$ 379,233	\$ 432,812	\$ 334,362
<b>2016-2017</b>	\$ 2,084,753	\$ 1,920,551	\$ 1,766,038	\$ 1,481,401	\$ 1,923,234	\$ 1,968,081	\$ 1,574,272	\$ 1,504,905
Plus CD	\$ 716,015	\$ 716,102	\$ 717,041	\$ 717,406	\$ 717,406	\$ 718,469	\$ 718,831	\$ 718,831
Expenses	\$ 432,368	\$ 421,004	\$ 414,565	\$ 452,633	\$ 310,779	\$ 379,364	\$ 525,627	\$ 369,256
<b>2017-2018</b>	\$ 2,460,872	\$ 2,213,324	\$ 1,846,896	\$ 1,592,280	\$ 1,969,218	\$ 1,882,980	\$ 1,636,657	\$ 1,476,874
Plus CD	\$ 722,348	\$ 722,348	\$ 723,444	\$ 724,095	\$ 724,095	\$ 725,193	\$ 725,832	\$ 725,832
Expenses	\$ 437,930	\$ 491,307	\$ 476,100	\$ 393,370	\$ 360,640	\$ 446,364	\$ 398,353	\$ 389,432
<b>2018-19</b>	\$ 1,715,718	\$ 804,833	\$ 1,200,716	\$ 936,494	\$ 1,214,770	\$ 957,155	\$ 955,051	\$ 781,106
Plus CD	\$ 464,899	\$ 464,899	\$ 465,619	\$ 466,155	\$ 466,155	\$ 467,415	\$ 467,415	\$ 467,415
Expenses	\$ 393,532	\$ 410,814	\$ 477,952	\$ 379,207	\$ 394,366	\$ 468,432	\$ 375,493	\$ 380,032
<b>2019-20</b>	\$ 1,001,921	\$ 991,533	\$ 338,383	\$ 338,383	\$ 516,513	\$ 812,387	\$ 762,757	\$ 612,646
Plus CD	\$ 740,389	\$ 740,389	\$ 744,101	\$ 744,101	\$ 744,101	\$ 506,822	\$ 508,344	\$ 508,345
Expenses	\$ 440,072	\$ 410,063	\$ 412,890	\$ 87,950	\$ 95,243	\$ 53,286	\$ 86,429	\$ 126,179
Payroll	\$ 330,771	\$ 342,891	\$ 324,940	\$ 324,941	\$ 335,395	\$ 328,673	\$ 324,187	\$ 323,472
	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Febr</b>	<b>March</b>	<b>April</b>
<b>2020-21</b>	1,333,977	1,049,390	698,951	364,068	804,833			
Plus CD	514,610	514,610	516,297	517,315	517,316			
Expenses	136,171	104,658	54,448	77,367	113,821			
Payroll	350,380	349,152	345,432	345,353	332,683			

May	June	July	Aug
\$ 718,019	\$ 820,979	\$ 706,025	\$ 479,183
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 602,216	\$ 772,257	\$ 566,892	\$ 395,794
\$ 354,502	\$ 354,502	\$ 357,473	\$ 357,473
\$ 600,679	\$ 808,377	\$ 600,753	\$ 418,277
\$ 362,484	\$ 362,484	\$ 364,985	\$ 364,985
\$ 640,454	\$ 922,972	\$ 729,648	\$ 517,213
\$ 372,728	\$ 372,728	\$ 375,408	\$ 375,408
\$ 1,038,599	\$ 1,295,911	\$ 1,100,637	\$ 865,562
\$ 379,398	\$ 379,398	\$ 379,398	\$ 383,997
\$ 1,542,152	\$ 1,588,931	\$ 1,345,802	\$ 1,031,272
\$ 386,806	\$ 386,806	\$ 386,806	\$ 386,806
\$ 285,241	\$ 375,136	\$ 343,332	\$ 363,034
\$ 1,797,221	\$ 1,912,967	\$ 1,619,689	\$ 1,378,697
\$ 413,051	\$ 413,051	\$ 413,051	\$ 416,976
\$ 317,181	\$ 305,956	\$ 352,538	\$ 460,354
\$ 1,925,531	\$ 1,459,444	\$ 1,644,707	\$ 1,388,997
\$ 408,708	\$ 408,708	\$ 410,776	\$ 410,776
\$ 388,171	\$ 395,673	\$ 405,244	\$ 401,162
\$ 1,880,046	\$ 1,994,060	\$ 1,626,015	\$ 1,449,592
\$ 419,619	\$ 419,619	\$ 419,619	\$ 424,375
\$ 338,703	\$ 373,759	\$ 437,048	\$ 409,715
\$ 1,867,725	\$ 2,022,803	\$ 1,572,012	\$ 1,319,422
\$ 676,737	\$ 676,912	\$ 676,913	\$ 677,250
\$ 316,341	\$ 317,459	\$ 543,081	\$ 356,160
\$ 1,931,669	\$ 1,892,289	\$ 1,612,431	\$ 1,258,166
\$ 685,392	\$ 685,666	\$ 685,666	\$ 685,745
\$ 333,400	\$ 301,289	\$ 353,526	\$ 429,558
\$ 1,742,143	\$ 1,642,321	\$ 1,395,802	\$ 1,077,393
\$ 693,851	\$ 694,035	\$ 694,147	\$ 694,173
\$ 347,522	\$ 331,112	\$ 310,860	\$ 422,581
\$ 1,828,665	\$ 1,792,040	\$ 1,332,761	\$ 1,065,954
\$ 698,326	\$ 698,326	\$ 698,624	\$ 698,651
\$ 405,392	\$ 340,256	\$ 533,390	\$ 502,581
\$ 1,949,166	\$ 2,001,015	\$ 1,670,285	\$ 1,036,141
\$ 709,487	\$ 709,706	\$ -	\$ -
\$ 318,473	\$ 404,418	\$ 406,471	\$ 752,605
\$ 2,054,428	\$ 2,248,052	\$ 2,051,026	\$ 1,413,002
\$ 713,871	\$ 714,668	\$ 714,678	\$ 715,701
\$ 446,915	\$ 340,685	\$ 343,051	\$ 767,143
\$ 2,338,706	\$ 2,616,716	\$ 2,264,209	\$ 1,659,601
\$ 720,054	\$ 720,550	\$ 720,550	\$ 721,766
\$ 407,070	\$ 357,651	\$ 391,874	\$ 730,929
\$ 2,487,165	\$2,074,554	\$ 1,696,856	\$ 1,364,550
\$ 727,041	\$727,687	\$ 727,688	\$ 728,406
\$ 452,782	\$ 626,977	\$ 485,836	\$ 610,315
\$ 1,594,794	\$ 1,550,102	\$ 1,239,434	\$ 584,876
\$ 736,171	\$ 737,132	\$ 737,132	\$ 738,761
\$ 361,355	\$ 363,514	\$ 369,312	\$ 737,494
\$ 1,352,635	\$ 1,392,460	\$ 1,082,477.25	\$ 817,586.50
\$ 509,972	\$ 511,503	\$ 511,503.04	\$ 513,178.14
\$ 37,749	\$ 73,010	\$ 103,442.23	\$ 106,270.57
\$ 315,626	\$ 307,698	\$ 311,677.40	\$ 340,938.01
May	June	July	Aug







Function Code		Budget Amount	Expended During Month	Expenditures to Date	% of Budget
1100	REGULAR INSTRUCT PROGMS	\$2,425,832.77	\$184,961.05	\$983,479.22	40.54
1160	POVERTY PROGRAMS	\$139,536.00	\$7,483.51	\$38,695.90	27.73
1200	SPEC ED INSTRUCT PROGMS	\$438,615.00	\$28,263.59	\$144,048.75	32.84
1291	SPEC ED INSTRUCT PROGM AGE 3-5	\$3,591.00	\$0.00	\$0.00	0.00
1292	SPEC ED INSTRUCT PROGM AGE 0-2	\$0.00	\$0.00	\$0.00	0.00
1300	SUMMER SCHOOL	\$11,234.70	\$0.00	\$397.54	3.54
2120	GUIDANCE SERVICES	\$126,300.60	\$8,128.44	\$45,095.60	35.70
2130	HEALTH SERVICES	\$75,205.80	\$6,352.36	\$33,295.01	44.27
2141	PSYCHOLOGICAL SVCS SPED	\$43,092.00	\$0.00	\$0.00	0.00
2142	PSYCH SVCS SPED AGE 3-5	\$4,104.00	\$0.00	\$0.00	0.00
2143	PSYCH SVCS SPED AGE 0-2	\$0.00	\$0.00	\$0.00	0.00
2151	SPEECH PATH/AUDIO SVCS SPED	\$146,205.00	\$8,746.08	\$43,337.38	29.64
2152	SPEECH PATH/AUDIO SVCS SPED AGE 3-5	\$12,312.00	\$0.00	\$0.00	0.00
2153	SPEECH PATH/AUDIO SVCS SPED AGE 0-2	\$0.00	\$0.00	\$0.00	0.00
2161	OT SVCS SPED	\$19,494.00	\$0.00	\$0.00	0.00
2162	OT SVCS SPED AGE 3-5	\$3,283.20	\$0.00	\$0.00	0.00
2163	OT SVCS SPED AGE 0-2	\$0.00	\$0.00	\$0.00	0.00
2171	PT SVCS SPED	\$12,312.00	\$0.00	\$0.00	0.00
2172	PT SVCS SPED AGE 3-5	\$3,078.00	\$0.00	\$0.00	0.00
2173	PT SVCS SPED AGE 0-2	\$0.00	\$0.00	\$0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	\$120,083.63	\$10,917.31	\$57,481.42	47.87
2213	INSTRUCTIONAL STAFF TRAINING	\$24,726.60	\$75.65	\$1,563.02	6.32
2220	LIBRARY/MEDIA SERVICES	\$55,506.60	\$3,369.26	\$15,972.80	28.78
2310	BOARD OF EDUCATION	\$93,366.00	\$4,339.90	\$78,522.89	84.10
2320	EXECUTIVE ADMINISTRATION	\$178,831.80	\$13,775.26	\$71,626.64	40.05
2330	DIST LEGAL SERVICES	\$12,312.00	\$1,205.66	\$7,913.14	64.27
2410	OFFICE OF PRINCIPAL	\$353,457.00	\$27,548.47	\$137,761.56	38.98
2510	FISCAL SERVICES	\$88,954.20	\$12,834.52	\$36,416.36	40.94
2570	PERSONNEL SERVICES	\$0.00	\$0.00	\$0.00	0.00
2580	ADMIN TECH SERVICES	\$270,043.20	\$9,767.09	\$50,370.84	18.65
2610	OPERATION OF BLDGS	\$371,617.20	\$26,834.64	\$114,817.66	30.90
2620	MAINTENANCE OF BLDGS	\$623,295.00	\$16,956.68	\$57,069.08	9.16
2630	CARE AND UPKEEP OF GROUNDS	\$11,491.20	\$0.00	\$476.94	4.15
2640	CARE AND UPKEEP OF EQUIPMENT	\$102.60	\$0.00	\$0.00	0.00
2660	SECURITY	\$9,234.00	\$251.00	\$1,040.00	11.26
2670	SAFETY	\$1,026.00	\$3,215.00	\$4,435.00	432.26
2710	VEHICLE OPERATION	\$292,820.40	\$12,502.53	\$68,063.46	23.24
2712	SCHOOL AGE SPEC ED TRANSPORT	\$82,080.00	\$0.00	\$0.00	0.00
2730	VEHICLE SERV AND MAINTENANCE	\$33,858.00	\$3,852.42	\$11,422.79	33.74
2792	STU TRANSPORT SVCS SCHOOL AGE SPED	\$0.00	\$0.00	\$3.21	0.00
2900	OTHER SUPPORT SERVICES	\$0.00	\$0.00	\$5,000.00	0.00
3535	HIGH ABILITY LEARNERS	\$12,517.20	\$633.17	\$5,687.85	45.44
3540	STATE EARLY CHILDHOOD	\$85,055.40	\$0.00	\$14,389.99	16.92
3541	ERLY CHILDHOOD ENDOWMNT GRANT	\$208,278.00	\$0.00	\$36,347.10	17.45
5000	DEBT SERVICES	\$0.00	\$0.00	\$0.00	0.00
6200	TITLE I PART A ESSA	\$79,002.00	\$8,427.62	\$42,138.10	53.34
6210	TITLE I ACCOUNTABILITY ESSA	\$0.00	\$0.00	\$0.00	0.00
6404	IDEA PART B (611) BASE ALLOC 0 TO 4	\$33,858.00	\$0.00	\$0.00	0.00
6406	IDEA PRESCHOOL (619) BASE ALLOC	\$5,130.00	\$0.00	\$2,762.18	53.84
6408	IDEA PART B (611) BASE & POVERTY 0 TO 21	\$0.00	\$19,719.63	\$73,648.92	0.00
6410	IDEA ENROLLMENT/POVERTY (611)	\$0.00	\$0.00	\$0.00	0.00
6412	IDEA PART B PROPORTIONATE SHARE	\$0.00	\$0.00	\$2,623.42	0.00

	Function Code	Budget Amount	Expended During Month	Expenditures to Date	% of Budget
6968	TITLE IV, PART B 21ST CENT COMM LRNING	\$87,004.80	\$2,560.53	\$14,301.86	16.44
6996	ESSER	\$0.00	\$0.00	\$11,493.87	0.00
8000	TRANSFERS (OUTGOING)	\$0.00	\$0.00	\$0.00	0.00
9000	NON-PROGRAM EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00
		\$6,597,846.90	\$422,721.37	\$2,211,699.50	33.52

**Tax Receipts**

Month		2021	2020	2019	2018	2017	2016
January	Local	\$760,585.32	\$575,699.90	\$537,557.22	\$679,460.18		
	State	\$0.00	\$2,504.00	\$2,872.00	\$2,690.00		
	Federal	\$0.00	\$50,786.00	\$28,409.00	\$0.00		
	Building	\$29,628.70	\$14,928.49				
February	Local		\$169,270.21	\$115,540.87	\$267,549.25		
	State		\$2,504.00	\$47,149.19	\$55,545.28		
	Federal		\$67,213.00	\$0.00	\$0.00		
	Building		\$14,928.59				
March	Local		\$35,983.34	\$88,063.47	\$40,774.30		
	State		\$2,504.00	\$180,565.24	\$10,389.23		
	Federal		\$0.00	\$0.00	\$0.00		
	Building		\$6,191.23				
April	Local		\$150,394.73	\$128,992.94	\$124,238.77	\$229,982.89	\$172,261.14
	State		\$2,504.00	\$10,559.00	\$8,094.40	\$9,624.00	\$23,194.40
	Federal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building		\$4,432.65				
May	Local		\$971,552.44	\$1,006,709.27	\$1,187,692.01	\$1,169,334.13	\$1,121,760.77
	State		\$2,504.00	\$181,844.43	\$181,408.83	\$0.00	\$20,009.20
	Federal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building		\$30,765.59	\$18,781.01			
June	Local		\$266,161.90	\$282,017.48	\$128,682.04		
	State		\$2,505.00	\$2,872.00	\$2,687.00		
	Federal		\$0.00	\$0.00	\$0.00		
	Building		\$7,188.80	\$4,439.72			
July	Local		\$42,565.70	\$8,157.34	\$27,920.00		
	State		\$0.00	\$0.00	\$0.00		
	Federal		\$0.00	\$0.00	\$0.00		
	Building		\$1,341.05	\$273.38			
August	Local		\$54,107.33	\$222,046.81	\$0.00		
	State		\$0.00	\$7,683.20	\$199,784.08		
	Federal		\$0.00	\$0.00	\$0.00		
	Building		\$1,849.98	\$582.11			
September	Local		\$869,956.05	\$791,275.53	\$862,456.09	\$982,629.29	\$1,043,330.68
	State		\$2,753.00	\$2,504.00	\$2,872.00	\$2,690.00	\$0.00
	Federal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building		\$22,877.42	\$12,487.21			
October	Local		\$179,473.74	\$350,714.61	\$200,042.87		
	State		\$2,753.00	\$2,504.00	\$2,872.00		
	Federal		\$0.00	\$23,196.00	\$40,027.00		
	Building		\$0.00	\$5,568.35			
November	Local		\$71,941.22	\$29,206.48	\$48,085.81		
	State		\$2,753.00	\$2,504.00	\$2,872.00		
	Federal		\$0.00	\$33,539.00	\$0.00		
	Building		\$1,940.14	\$478.24			
December	Local		\$30,719.89		\$17,720.78		
	State		\$2,753.00		\$2,872.00		
	Federal		\$0.00		\$0.00		
	Building		\$801.69				
Total	General		\$3,561,862.45	\$4,086,483.08	\$4,096,735.92	\$2,394,260.31	\$2,380,556.19
	Building		\$107,245.63	\$42,610.02	\$0.00	\$0.00	\$0.00

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**4002**  
**Drug Free Workplace**

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4003 Drug Policy Regarding Drivers

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

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

The Superintendent may be contacted at 308-745-0120 ext 202.

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

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

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

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

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

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

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

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

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

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

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

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

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

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

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

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

**Medical Resource Officer.** All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as

prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4004**

**Employment of Relatives, Domestic Partners and Significant Others**

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

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4005**  
**Communication Between the Board and District Employees**

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

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**4006**  
**Insurance**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4007**  
**Personnel Records**

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

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

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**4008**  
**Outside Employment**

1. An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.
2. Tutoring
  - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.
  - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.
  - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.
3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.
4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.
5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.
6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.
7. Sale of goods or services by employees.
  - a. Employees shall not sell, solicit or promote the sale of goods or services to students.
  - b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.

- c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).
  - d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.
8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.
9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.
10. Staff may not exploit their professional relationships for personal gain.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4009**

**Restrictions on Employees Receiving Gratuities**

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4010**  
**Inclement Weather**

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

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

Adopted on: \_\_\_\_\_

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**

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

continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

**IV. Notice to Employees**

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**4011.1**  
**Nebraska Family Military Leave Act**

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

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

**B. Qualified Circumstances for Requesting Leave**

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

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

**C. Qualifying Notice and Certification**

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

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

## II. Relationship with District During Leave

### A. Leave to Be Unpaid

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

### B. Benefits

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

## III. Return from Leave

### A. Restoration to Position

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

### B. Failure to Return

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4012 Staff Internet and Computer Use

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

### I. Staff Expectations in Use of the Internet

#### A. Acceptable Use While on Duty or on School Property

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

#### B. Unacceptable Use While on Duty or on School Property

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

### II. School Affiliated Websites

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

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

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

### **III. Enforcement**

#### **A. Methods of Enforcement**

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

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

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

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

#### **IV. Off-Duty Personal Use**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4013 Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **4015**

### **Prohibition Against Employment of Board Members**

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

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

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

**4016**  
**Jury Duty/Service as Witness in Court**

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

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**4017**  
**Relations with Employee Collective Bargaining Associations**

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

To facilitate an amicable relationship between the district and any local employee associations, the district will allow associations to make reasonable use of district facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district resources, post notices of meetings and other information on bulletin boards designated for this purpose, and use district e-mail and mail boxes for delivery of employment-related information. Associations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**4018**  
**Corporal Punishment**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4019

### **Workplace Injury Prevention and Safety Committee**

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4020**  
**Ownership of Copyrighted Works**

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4022**  
**Certification and Endorsements**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4023**  
**Professional Ethics**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4024**

**Teachers' Rights, Responsibilities and Duties**

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4025**  
**Superintendent**

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4027**  
**Part-Time Certified Employees**

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

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

**Salary.** The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association.<sup>1</sup> 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 June 1 of the preceding school year. The teacher must furnish the superintendent with college transcripts by September 10 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by September 1, the teacher must provide the superintendent with written confirmation by September 1 from a college official attesting that the teacher has satisfactorily completed the courses.

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4030**  
**Evaluation of Certificated Employees**

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4031 Evaluation of Probationary Certified Employees

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4032**  
**Professional Growth**

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

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

Other professional growth activities which may count toward the six-year requirement include non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, travel of significant educational value, and membership in professional organizations. The employee must receive prior approval from the building principal for any of these activities to count toward professional growth.

No professional growth units will be awarded if the applicant has been paid for a non-college activity either by released time or by an additional amount paid by the school district.

One unit of professional growth credit will generally be equivalent to ten hours of personal time spent on an educational activity.

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: \_\_\_\_\_

**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: \_\_\_\_\_

## 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 and Appropriate Relationships Between Employees and Students**

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

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

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

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

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student’s personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student’s body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.

- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

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

**Communication Between Employees and Students.** The preferred methods for employees to communicate with students are in person, school email accounts, and use of an approved group messaging system. Employees may use the following personal communication systems to communicate with students: Schoology, & school email accounts. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

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

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

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

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

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

Law Enforcement. Reports may be made to the county sheriff at (308) 745-1511, or the Nebraska State Patrol at (308) 385-6000.

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**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 Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System 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 ( $1\frac{1}{2}$ ) times their regular rate of pay for all overtime hours. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half ( $1\frac{1}{2}$ ) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the district shall pay him/her at the rate of one and one-half ( $1\frac{1}{2}$ ) times his/her regular rate of pay for each additional hour of overtime.

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

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., "Rebel 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 in accordance with this policy.

**Employees Suspected of Sexual Misconduct Against a Minor or Student**

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

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 of 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 Superintendent's designee for all circumstances contemplated by board policy or state statute.
- b) The Head Teacher will act as the district's administrator when the 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: \_\_\_\_\_

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: \_\_\_\_\_





































































































































































































































