Board of Education Meeting
Monday, May 19, 2025 7:30 PM Central

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Barry Janssen:	Present
Tyler Kreifels:	Present
Justin Stark:	Present
Amy Wemhoff:	Present
Brianne Wilhelm:	Present
Ed Zastera:	Present

{{Name: Agenda Item Name}}

1. Call to Order and Roll Call
2. Notice of Open Meeting Act- Posted
3. Publication of Meeting
4. Excuse Absent Board Members
5. Approval of Agenda Motion to approve the agenda. This motion, made by Tyler Kreifels and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0
6. Consent Agenda Motion to approve the consent agenda. This motion, made by Brianne Wilhelm and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0
    - 6.1. Treasurer's report
    - 6.2. Secretary report
    - 6.3. Expenditures
    - 6.4. Claims for payment
    - 6.5. Minutes of prior meeting(s)
7. Communications from the Public Parents shared their desire to add boys' baseball as a sport.
8. Reports
    - 8.1. Superintendent Mr. Kraus reported that the district has contracted with Champions next year to provide a before and after school program for grade PreK-3 at the elementary school. Information will be coming out soon to parents. He also shared that the last day of school will be Friday with an early out, followed by our annual teacher celebration at 2:30.
    - 8.2. Principal Reports No principal reports were given.
9. Discussion Items
    - 9.1. Policies for Review
10. Action Items
    - 10.1. Discuss, consider, and take action on updating policies. Approval of Reviewed Board Policies. This motion, made by Ed Zastera and seconded by Justin Stark, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0 Motion to

adjourn. This motion, made by Ed Zastera and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

11. Adjourn

Syracuse Journal-Democrat

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Syracuse Journal Democrat, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

Publication Dates:

- May 9, 2025

Notice ID: FGsp8BafBZd2RMhZISvj
Notice Name: Meeting Notice 05_19_25
Publication Fee: $6.45

Rachel Cozart

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 05/12/2025

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

MEETING NOTICE

School District #27 Board of Education will hold its regular monthly meeting Monday, May 19, 2025 at 7:30 pm in the Elementary Conference Room. A continually current agenda is available for public inspection at the Superintendent's office.

Published in the Syracuse Journal Democrat on May 9, 2025.

3412100 ZNEZ

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
April 30, 2025

GENERAL FUND

BEGINNING BALANCE			$3,852,964.90
RECEIPTS			
TAXES		$230,964.00	
INTEREST		$15,021.24	
STATE OF NEBRASKA		$303,903.39	
OTHER		$6,960.00	
TOTAL			$556,848.63
DISBURSEMENTS			
PAYROLL/DEDUCTIONS		$730,144.27	
OPERATING		$177,332.83	
OTHER -		$0.00	
OTHER -		$0.00	
TOTAL			$907,477.10
FUND BALANCE			$3,502,336.43
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-03		$33,559.11
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-05		$2,694,537.49
COUNTRYSIDE BANK UNADILLA	ACCT # 00412-700		$38,393.12
FIRSTBANK NEB SYRACUSE	CD# 5011964		$518,656.66
RIVERSTONE BANK	CD# 76834		$217,190.05
GENERAL FUND BALANCE April 30, 2025			$3,502,336.43

BUILDING FUND

BEGINNING BALANCE			$1,672,824.38
RECEIPTS			
TAXES		$10,949.92	
INTEREST		$10,777.51	
TRANSFER FROM GEN FUND -03		$0.00	
OTHER - SCOREBOARD ADS		$5,625.00	
TOTAL			$27,352.43
DISBURSEMENTS			
TRANSFER -		$0.00	
OTHER -		$0.00	
OTHER -		$0.00	
OTHER -		$0.00	
TOTAL			$0.00
FUND BALANCE			$1,700,176.81
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-01		$4,888.04
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-05		$1,071,679.42
WESTERN NATIONAL BANK	CD #702816		$623,609.35
			$0.00
BUILDING FUND BALANCE April 30, 2025			$1,700,176.81

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
April 30, 2025

DEPRECIATION FUND			
BEGINNING BALANCE			$907,659.85
RECEIPTS			
TRANSFER FROM GEN FUND - 03		$0.00	
INTEREST		$2,051.56	
OTHER - TRANS		$0.00	
TOTAL			$2,051.56
DISBURSEMENTS			
OTHER -		$0.00	
OTHER -		$0.00	
TOTAL			$0.00
FUND BALANCE			$909,711.41
COUNTRYSIDE BANK UNADILLA	ACCT # 00548M297		$909,711.41
	CD #		$0.00
			$0.00
			$0.00
DEPR FUND BALANCE April 30, 2025			$909,711.41

UNEMPLOYMENT FUND			
BEGINNING BALANCE			$12,619.85
RECEIPTS			
TRANSFER FROM GEN FUND		$0.00	
INTEREST		$31.12	
TOTAL			$31.12
DISBURSEMENTS			
OTHER - NE UC FUND		$0.00	
TOTAL			$0.00
FUND BALANCE			$12,650.97
FIRSTBANK NEB SYRACUSE	ACCT # 731-612-05		$12,650.97
UNEMPLOY FUND BALANCE April 30, 2025			$12,650.97

BOND FUND			
BEGINNING BALANCE			$595,693.41
RECEIPTS			
TAXES		$21,011.34	
INTEREST		$1,852.39	
OTHER -		$0.00	
TOTAL			$22,863.73
DISBURSEMENTS			
OTHER - UNION BANK & TRUST		$52,001.50	
OTHER -		$0.00	
TOTAL			$52,001.50
FUND BALANCE			$566,555.64
FIRSTBANK NEB SYRACUSE	ACCT # 631-911-05		$566,555.64
	CD #		$0.00
BOND FUND BALANCE April 30, 2025			$566,555.64

SCHOOL DISTRICT #27
SECRETARY'S REPORT
MAY 19, 2025

GENERAL FUND

Balance as of March 31, 2025	$ 3,852,964.90
April receipts	$ 556,848.63
Total amount available	$ 4,409,813.53
April disbursements	$ 907,477.10
Balance as of April 30, 2025	$ 3,502,336.43

SCHOOL LUNCH FUND

Balance as of March 31, 2025	$ 343,412.84
April receipts	$ 42,037.36
Total amount available	$ 385,450.20
April disbursements	$ 45,952.71
Balance as of April 30, 2025	$ 339,497.49

Bank Balance April 30, 2025	$ 339,497.49
Outstanding receipts	$ -
Total amount available	$ 339,497.49
Outstanding disbursements	
Bank Balance April 30, 2025	$ 339,497.49

SCHOOL ACTIVITIES

Balance as of March 31, 2025	$ 100,785.02
April receipts	$ 15,185.46
Total amount available	$ 115,970.48
April disbursements	$ 35,647.38
Balance as of April 30, 2025	$ 80,323.10

SDA REVOLVING

Balance as of March 31, 2025	$ 99,101.12
April receipts	$ 3,299.11
Total amount available	$ 102,400.23
April disbursements	$ 8,217.33
Balance as of April 30, 2025	$ 94,182.90

*Included		
FirstBank Nebraska Cking #03	33,528.92	33,559.11
FirstBank Nebraska MM #05	3,051,311.33	2,694,537.49
Countryside Bank Unadilla	38,482.12	38,393.12
FirstBank Nebraska CD #5011964	512,452.48	518,656.66
Riverstone Bank CD	217,190.05	217,190.05
	$ 3,852,964.90	$ 3,502,336.43

Respectfully submitted,

David Kraus, Superintendent

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 04/01/2025 to 04/30/2025.

Site ID Site Name
Group ID Group Name

Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
REV	**Revolving Account**					
R-1	**Revolving Accounts**					
3295-2	GENERAL	186.01	55.61	5,601.66	0.00	-5,360.04
3300-2	INSURANCE	179.81	2,297.46	2,615.67	0.00	-138.40
3305-2	DRIVERS ED	800.00	0.00	0.00	0.00	800.00
3310-2	INTEREST	451.26	16.04	0.00	0.00	467.30
3315-2	WALTER JANSSEN SCHOLARSHI	0.00	0.00	0.00	0.00	0.00
3320-2	DUAL ENROLLMENT	30,842.81	930.00	0.00	0.00	31,772.81
3321-2	MISC	44,008.39	0.00	0.00	0.00	44,008.39
3322-2	TECHNOLOGY	22,632.84	0.00	0.00	0.00	22,632.84
	R-1 Totals:	99,101.12	3,299.11	8,217.33	0.00	94,182.90
	REV Activity Totals:	99,101.12	3,299.11	8,217.33	0.00	94,182.90

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
REV Checking:			3,299.11	8,217.33		
REV Investment:						
REV Bank Balances:	99,101.12		3,299.11	8,217.33	0.00	94,182.90

Report Activity Totals:	99,101.12	3,299.11	8,217.33	0.00	94,182.90

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 04/01/2025 to 04/30/2025.

Site ID Site Name

Group ID Group Name

Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SHS	**Syracuse High School**					
A-1	**Activity Accounts**					
1000-1	JH STOP	4,857.78	0.00	1,250.95	0.00	3,606.83
1001-1	ADMISSIONS	42,044.50	0.00	0.00	0.00	42,044.50
1005-1	ADULT ATHLETIC PASSES	8,560.00	0.00	0.00	0.00	8,560.00
1015-1	ART CLUB	2,566.03	0.00	0.00	0.00	2,566.03
1020-1	ATHLETIC BOOSTER CLUB	29,852.57	0.00	1,538.00	0.00	28,314.57
1025-1	BAND	-1,076.89	32.00	0.00	0.00	-1,044.89
1031-1	CIRCLE OF FRIENDS	387.94	0.00	0.00	0.00	387.94
1065-1	DANCE TEAM	2,935.93	20.00	505.24	-40.00	2,410.69
1075-1	DISTRICT AUTISM TEAM	1,928.71	0.00	0.00	0.00	1,928.71
1080-1	DRAMA	-2,914.68	0.00	0.00	0.00	-2,914.68
1084-1	E-SPORTS	234.96	0.00	0.00	0.00	234.96
1085-1	EL MUSIC PROGRAM	151.29	0.00	0.00	0.00	151.29
1090-1	EL STUDY	2,598.82	0.00	0.00	0.00	2,598.82
1095-1	EQUIPMENT (CONCESSIONS)	8,025.47	624.60	843.32	0.00	7,806.75
1100-1	FBLA	9,715.87	0.00	53.24	0.00	9,662.63
1110-1	FFA	17,205.48	361.00	5,308.00	0.00	12,258.48
1120-1	FIELD TRIPS	13,325.71	2,196.50	1,359.50	0.00	14,162.71
1125-1	FOREIGN LANGUAGE	97.22	0.00	0.00	0.00	97.22
1130-1	HIGH ABILITY	1,027.90	0.00	0.00	0.00	1,027.90
1135-1	HISTORY FAIR	906.46	0.00	0.00	0.00	906.46
1140-1	HOMEROOM	649.31	500.00	0.00	0.00	1,149.31
1145-1	HONOR SOCIETY	1,416.98	0.00	272.19	0.00	1,144.79
1150-1	HS MATHEMATICS CLUB	30.61	0.00	0.00	0.00	30.61
1155-1	INTEREST	862.41	19.46	0.00	0.00	881.87
1160-1	JH STUDENT COUNCIL	1,787.49	0.00	0.00	0.00	1,787.49
1165-1	LIBRARY	5,852.39	559.78	460.84	0.00	5,951.33
1170-1	LIFE SKILLS PETTY CASH	417.74	0.00	0.00	0.00	417.74
1180-1	MS STUDY	1,700.20	0.00	0.00	0.00	1,700.20
1181-1	MS MTSS	319.37	0.00	0.00	0.00	319.37
1185-1	MUSIC BOOSTERS	6,536.32	0.00	121.95	0.00	6,414.37
1190-1	MUSIC BOOSTERS TRIP FUND	29,469.51	0.00	0.00	0.00	29,469.51
1195-1	PHYSICAL EDUCATION	707.27	0.00	0.00	0.00	707.27
1200-1	PICTURES	7,082.75	0.00	0.00	0.00	7,082.75
1205-1	PLAYGROUND EQUIPMENT	2,472.26	0.00	0.00	0.00	2,472.26
1210-1	QUIZ BOWL	31.98	0.00	0.00	0.00	31.98
1215-1	READING PROGRAM	33.80	0.00	0.00	0.00	33.80
1220-1	S CLUB	751.62	0.00	0.00	0.00	751.62
1225-1	SCHOLARSHIPS	1,500.00	0.00	0.00	0.00	1,500.00
1230-1	SDA PTO	15,312.66	8,324.00	4,830.66	0.00	18,806.00
1235-1	SH ATHLETICS	-83,288.99	775.00	13,102.84	-564.42	-96,181.25
1236-1	FOOTBALL	363.00	0.00	0.00	0.00	363.00
1240-1	SH STUDENT COUNCIL	5,526.00	0.00	301.89	0.00	5,224.11
1245-1	SH STUDY	4,665.49	185.00	249.00	0.00	4,601.49

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 04/01/2025 to 04/30/2025.

Site ID Site Name

Group ID Group Name

Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
1250-1	SHOP	2,196.54	0.00	305.70	0.00	1,890.84
1255-1	SkillsUSA	3,202.07	324.50	2,290.70	0.00	1,235.87
1260-1	SOS (STUDENTS OF SERVICE)	3,074.11	0.00	0.00	0.00	3,074.11
1265-1	SPEECH	-1,439.55	0.00	0.00	0.00	-1,439.55
1270-1	STOP	3,179.36	0.00	280.00	0.00	2,899.36
1275-1	STUDENT ATHLETIC PASSES	9,600.00	0.00	0.00	0.00	9,600.00
1280-1	TEACHER SUPPLIES	7,092.26	0.00	0.00	0.00	7,092.26
1285-1	TITLE I	1,936.00	0.00	0.00	0.00	1,936.00
1290-1	VARSITY CHEERLEADERS	-7,597.48	494.20	0.00	0.00	-7,103.28
1295-1	YEARBOOK	-76,623.30	165.00	0.00	0.00	-76,458.30
1300-1	COUNSELOR FUND	125.00	0.00	0.00	0.00	125.00
1305-1	KINDNESS SQUAD	8.12	0.00	0.00	0.00	8.12
1310-1	FFA- Otoe County Fair	0.00	604.42	0.00	604.42	1,208.84
2014-1	CLASS OF 2024 (GRADUATED)	328.27	0.00	0.00	0.00	328.27
2020-1	CLASS OF 2025 (12TH GRADE)	3,019.21	0.00	565.00	0.00	2,454.21
2021-1	CLASS OF 2026 (11th GRADE)	4,779.37	0.00	2,008.36	0.00	2,771.01
2022-1	CLASS OF 2027 (10th Grade)	657.41	0.00	0.00	0.00	657.41
2024-1	CLASS OF 2028 (9TH GRADE)	616.39	0.00	0.00	0.00	616.39
	A-1 Totals:	100,785.02	15,185.46	35,647.38	0.00	80,323.10
	SHS Activity Totals:	100,785.02	15,185.46	35,647.38	0.00	80,323.10

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SHS Checking:			15,185.46	35,647.38		
SHS Investment:						
SHS Bank Balances:	100,785.02		15,185.46	35,647.38	0.00	80,323.10

Report Activity Totals:	100,785.02	15,185.46	35,647.38	0.00	80,323.10

Syracuse Public School

Check Report

Begin Date: 05/01/2025; End Date: 05/31/2025; Check Type: Accounts Payable; Payee: [All]; Bank: First Bank of Nebraska; Accounting Cycle: FY 24-25; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 5/19/2025 1:26:16 PM

Check Date	Check Number	Payee	Type	Amount
05/19/2025	EFT	Amazon Capital Services	Accounts Payable	$21,052.19
05/19/2025	EFT	Magic-Wrighter, Inc.	Accounts Payable	$34.95
05/19/2025	7773	AKRS Equipment Solutions, Inc.	Accounts Payable	$204.40
05/19/2025	7774	Antes Family Hardware	Accounts Payable	$123.31
05/19/2025	7775	ATS, LLC	Accounts Payable	$57,439.04
05/19/2025	7776	Awards Unlimited, Inc	Accounts Payable	$168.54
05/19/2025	7777	Blick Art Materials	Accounts Payable	$49.13
05/19/2025	7778	Buss Pest Control	Accounts Payable	$115.00
05/19/2025	7779	Bytespeed	Accounts Payable	$1,998.00
05/19/2025	7780	Callahan, Ashleigh L	Accounts Payable	$244.20
05/19/2025	7781	Capital Business Systems, Inc.	Accounts Payable	$22,960.33
05/19/2025	7782	Cardio Partners Inc.	Accounts Payable	$120.27
05/19/2025	7783	CDW Government, Inc.	Accounts Payable	$111,349.20
05/19/2025	7784	City Of Syracuse	Accounts Payable	$17,509.06
05/19/2025	7785	Column Software, PBC	Accounts Payable	$30.10
05/19/2025	7786	Complete Chiropractic & Wellness Center	Accounts Payable	$80.00
05/19/2025	7787	Cubby's Inc.	Accounts Payable	$5,114.95
05/19/2025	7788	Culligan of Percival	Accounts Payable	$190.35
05/19/2025	7789	Curriculum Associates	Accounts Payable	$329.28
05/19/2025	7790	DAS State Acctg-Central Finance OCIO	Accounts Payable	$292.87
05/19/2025	7791	Derek Rowe	Accounts Payable	$100.00
05/19/2025	7792	Diane Wright	Accounts Payable	$4,244.85
05/19/2025	7793	DWF	Accounts Payable	$320.65
05/19/2025	7794	Eakes Office Solutions	Accounts Payable	$846.56
05/19/2025	7795	Esu #4	Accounts Payable	$813.15
05/19/2025	7796	ESU #6	Accounts Payable	$513.90
05/19/2025	7797	First Concord Group	Accounts Payable	$245.14
05/19/2025	7798	Frontier Cooperative	Accounts Payable	$212.69
05/19/2025	7799	Great Lakes Sports	Accounts Payable	$1,621.80
05/19/2025	7800	Great Plains Piano Company	Accounts Payable	$575.00
05/19/2025	7801	Harris School Solutions	Accounts Payable	$3,314.36
05/19/2025	7802	Hayes Mechanical	Accounts Payable	$2,988.92
05/19/2025	7803	HD Supply, Inc.	Accounts Payable	$271.29
05/19/2025	7804	Heritage Water Services, Inc.	Accounts Payable	$200.00
05/19/2025	7805	Johnson Fitness & Wellness	Accounts Payable	$403.25
05/19/2025	7806	JW Pepper	Accounts Payable	$174.00
05/19/2025	7807	Learning Without Tears	Accounts Payable	$4,167.74
05/19/2025	7808	Linde Gas & Equipment Inc.	Accounts Payable	$116.51
05/19/2025	7809	Lisa Voorhees	Accounts Payable	$211.40
05/19/2025	7810	Mackin Educational Resources	Accounts Payable	$693.43
05/19/2025	7811	Manage Mindfully, Inc.	Accounts Payable	$4,000.00
05/19/2025	7812	Midwest Alarm Services	Accounts Payable	$8,783.29
05/19/2025	7813	NC Utilities	Accounts Payable	$4,038.68
05/19/2025	7814	NCECBVI	Accounts Payable	$12,109.00
05/19/2025	7815	NCS Pearson/Certiport	Accounts Payable	$2.90
05/19/2025	7816	NCSA	Accounts Payable	$330.00
05/19/2025	7817	Nebraska Ag Ed Association	Accounts Payable	$275.00
05/19/2025	7818	Nebraska Horn Trader	Accounts Payable	$170.00
05/19/2025	7819	Nebraska Safety Center	Accounts Payable	$450.00
05/19/2025	7820	Nebraska State Literacy Association	Accounts Payable	$130.00
05/19/2025	7821	Omaha Truck Center Companies	Accounts Payable	$93.76
05/19/2025	7822	One Source	Accounts Payable	$79.00
05/19/2025	7823	Papillion Sanitation	Accounts Payable	$1,145.02
05/19/2025	7824	Principal Life Insurance Company	Accounts Payable	$1,718.00
05/19/2025	7825	Quill	Accounts Payable	$67.62

05/19/2025	7826	Renaissance	Accounts Payable	$2,696.00
05/19/2025	7827	Schindler Elevator Corporation	Accounts Payable	$3,223.92
05/19/2025	7828	School Mate	Accounts Payable	$256.75
05/19/2025	7829	School Specialty	Accounts Payable	$1,094.27
05/19/2025	7830	Schutz, Roxanne	Accounts Payable	$12.00
05/19/2025	7831	SDA Activities	Accounts Payable	$896.78
05/19/2025	7832	SDA Revolving	Accounts Payable	$5,601.66
05/19/2025	7833	Segra	Accounts Payable	$803.22
05/19/2025	7834	Staples Business Advantage	Accounts Payable	$535.49
05/19/2025	7835	Student Assurance Service, Inc.	Accounts Payable	$1,143.75
05/19/2025	7836	Surnali LLC	Accounts Payable	$525.00
05/19/2025	7837	Syracuse Area Health	Accounts Payable	$7,798.40
05/19/2025	7838	Syracuse Iron Works	Accounts Payable	$96.00
05/19/2025	7839	Syracuse Market LLC	Accounts Payable	$439.19
05/19/2025	7840	Touchboards	Accounts Payable	$1,514.81
05/19/2025	7841	Twotrees Technologies, LLC	Accounts Payable	$15,016.26
05/19/2025	7842	Ultimate Drill Book Inc.	Accounts Payable	$900.00
05/19/2025	7843	Windstream	Accounts Payable	$1,373.07
Sub Total				**$338,758.65**

Board of Education Meeting
Monday, April 21, 2025 7:30 PM Central

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Barry Janssen:	Present
Tyler Kreifels:	Present
Justin Stark:	Present
Amy Wemhoff:	Present
Brianne Wilhelm:	Present
Ed Zastera:	Present

1. Call to Order and Roll Call

2. Notice of Open Meeting Act- Posted

3. Publication of Meeting

4. Excuse Absent Board Members

5. Approval of Agenda
Approve agenda. This motion, made by Justin Stark and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

6. Consent Agenda
Motion to approve the consent agenda. This motion, made by Ed Zastera and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

6.1. Treasurer's report

6.2. Secretary report

6.3. Expenditures

6.4. Claims for payment

6.5. Minutes of prior meeting(s)

7. Communications from the Public

8. Reports

8.1. Superintendent

8.2. Principal Reports - Silent Heroes students and NHD National Qualifiers
Mrs. Burr shared information on the Silent Heros and National History Day and the success SDA students have had. Will Lessmann and Lilliana Houghton shared information on their Silent Heros research projects they did.
Students also competed at Peru State and qualfieid for state in Lincoln with their NHD projects. Students who placed at Peru for NHD: Marcus Ensor, Ryder Brammier, Aubrey

Higgins & June Mead.
June Mead & Aubrey Higgins qualified for Nationals.
Mrs. McIntosh shared a powerpoint of academic and behavior data with the board showing impressive growth and interventions to make gains. I huge part of the success was the collaboaration the staff performed and student ownership in their goals.

9. Discussion Items

9.1. Review Policies

9.2. Strategic Plan meeting
A working meeting will take place on May 14th at 4:30pm.

10. Action Items

10.1. Staff Resignations
Approve resignation of Garrett Reese, Alexis Pavlik and Joe Pavlik. This motion, made by Brianne Wilhelm and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.2. Approval of the Employment of Certificated Staff
Motion to hire Mickala Sjulin- HS English, Darian Carney- 7th Grade Math/Science, Jason Drake- HS Business and Sophia Chavanu- MS/HS Vocal Music for the 2025-2026 school year pending acquiring certification. This motion, made by Brianne Wilhelm and seconded by Ed Zastera, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.3. Discuss, consider, and take action on last day of school for staff and students
The last day for students will be on Friday, May 23rd, which is an early out.

10.4. Discuss, consider, and take action on updating policies.
Approve policies as presented. This motion, made by Ed Zastera and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.5. Discuss, consider, and take action on classified wages
Motion to approve classified wages as presented. This motion, made by Justin Stark and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.6. Discuss, consider and take action on copier bids
Approve copier bids as presented. This motion, made by Brianne Wilhelm and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.7. Discuss, consider and take action on Chromebook purchase.
Approve purchase up to 225 Chromebooks. This motion, made by Tyler Kreifels and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.8. Discuss, consider, and take action on summer facility projects.
Approve bid from NL Driveway item 2. This motion, made by Ed Zastera and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0 Approve bid from Staak Furniture for $17,536.50 to replace the high school gym and hallway carpet. This motion, made by Brianne Wilhelm and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

11. Closed Session
I move to enter into closed session for the protection of the public interest and to discuss real estate negotiations and a possible purchase of real estate. At 9:40pm. This motion, made by Tyler Kreifels and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0
The board entered into closed session at 9:40 and returned to open session at 9:58.

12. Discuss, consider, and take all necessary action to approve the purchase of 114 South 30th Road, Syracuse, Nebraska.

I move to approve the purchase of 114 South 30th Road, Syracuse, Nebraska in an amount not to exceed $75,000, and authorize the Board President to negotiate and execute any documents to effectuate the purchase of such property. This motion, made by Justin Stark and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

13. Adjourn
Adjourn. This motion, made by Ed Zastera and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

Board of Education Meeting
Wednesday, May 14, 2025 4:30 PM Central

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Barry Janssen:	Present
Tyler Kreifels:	Present
Justin Stark:	Present
Amy Wemhoff:	Present
Brianne Wilhelm:	Present
Ed Zastera:	Present
Tyler Kreifels:	Absent
Justin Stark:	Absent

1. Call to Order and Roll Call

2. Publication of Meeting

3. Notice of Open Meeting Act- Posted

4. Approval of Agenda
Approve agenda. This motion, made by Brianne Wilhelm and seconded by Justin Stark, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

5. Communications from the Public
Public comments was taken. No public addressed the board.

6. Work Session

The Board received an update from the Policy Committee regarding several legislative bills that will require the adoption of new policies. The committee also provided information and recommendations concerning the district's current Early Retirement Policy, including plans for phasing it out. The Board engaged in discussion about a parcel of property adjacent to the recently purchased land near the high school and considered its potential relevance to future district planning.The topic of adding baseball as a spring sport was introduced. The Board agreed to form a committee composed of board and community members to further explore the feasibility and logistics of implementing the program.Lastly, the Board reviewed the facility study presented by BVH. A follow-up work session will be held in June to continue discussions related to facility planning and long-term district needs.
Members Tyler Kriefels exited at 5:30 and Justin Stark exited the meeting at 6:00 and were not present for adjournment.

7. Adjourn
Adjourn. This motion, made by Brianne Wilhelm and seconded by Ed Zastera, Carried. Barry Janssen: Yea, Tyler Kreifels: Absent, Justin Stark: Absent, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 4, Nay: 0, Absent: 2

Personnel - All Employees

Family and Medical Leave Policy

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent's designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

Legal Reference: 29 USC Sections 2611 to 2618 and
29 CFR Part 82

Date of Adoption: August 2023

Personnel - All Employees

Family and Medical Leave Policy

The documents provided in response to the new Family Medical Leave Act (FMLA) regulations are:

1—FMLA Leave Application
2—Notice of Eligibility and Rights & Responsibilities—rolling year
3—Designation Notice
4—Certification of Health Care Provider for Employee's Serious Health Condition
5—Certification of Health Care Provider for Family Member's Serious Health Condition
6—Certification of Qualifying Exigency for Military Family Leave
7—Family Military Leave Certification for Serious Injury of Servicemember

Application for Leave
Family and Medical Leave Act

Employee Name: _____ Position: _____

Send notices to me at: _____

FMLA Leave Requested From _____

To _____

If leave is requested on an intermittent or reduced leave schedule, describe the requested leave schedule: _____
_____.

Reason for Leave Request (check and complete as appropriate):

1. ____ For birth of a son or daughter, and to care for the newborn child.
2. ____ For placement with the employee of a son or daughter for adoption or foster care.
3. ____ To care for the employee's spouse, son or daughter, or parent with a serious health condition.
   Name of family member: _____
   Describe reason employee needs to provide the care and the nature of the care: _____.
4. ____ Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
   Briefly describe condition and job functions that employee is unable to perform: _____
   _____.
5. ____ Because of a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
   Name and relationship of family member: _____
   Describe the qualifying exigency: _____
   _____.
6. ____ To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
   Name and relationship of family member: _____
   Describe reason employee needs to provide the care and the nature of the care: _____.

I certify that the above information given by me is correct and that I have read the foregoing and understand my rights under the FMLA.

_____ _____
Employee's Signature Date

Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003
Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

Date:_____*(mm/dd/yyyy)*

From:_____*(Employer)* To:_____*(Employee)*

On_____*(mm/dd/yyyy)*, we learned that you need leave *(beginning on)*_____*(mm/dd/yyyy)* for one of the following reasons: *(Select as appropriate)*

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ You are needed to care for your family member due to a serious health condition. Your family member is your:
  - ☐ Spouse ☐ Parent ☐ Child under age 18 ☐ Child 18 years or older and incapable of self-care because of a mental or physical disability
- ☐ A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
  - ☐ Spouse ☐ Parent ☐ Child of any age
- ☐ You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
  - ☐ Spouse ☐ Parent ☐ Child ☐ Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

- ☐ **Eligible** for FMLA leave. *(See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)*
- ☐ **Not eligible** for FMLA leave because: *(Only one reason need be checked)*
  - ☐ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately:_____towards this requirement.
    (months)
  - ☐ You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately:_____towards this requirement.
    (hours of service)

Employee Name: _____

☐ You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)

☐ You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact:_____*(Name of employer representative)*

at_____*(Contact information).*

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

☐ No additional information requested. If no additional information requested, go to Section III.

☐ We request that the leave be supported by a certification, as identified below.

- ☐ Health Care Provider for the Employee
- ☐ Health Care Provider for the Employee's Family Member
- ☐ Qualifying Exigency
- ☐ Serious Illness or Injury *(Military Caregiver Leave)*

Selected certification form is ☐ attached / ☐ not attached.

If requested, medical certification must be returned by_____*(mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)*

☐ We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by_____*(mm/dd/yyyy).* You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.

☐ Other information needed *(e.g. documentation for military family leave*):_____.

The information requested must be returned to us by_____*(mm/dd/yyyy)*.

If you have any questions, please contact:_____*(Name of employer representative)*

at_____*(Contact information).*

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: *(Select as appropriate)*

- ☐ The calendar year (January 1st - December 31st)
- ☐ A fixed leave year based on _____
  (e.g., a fiscal year beginning on July 1 and ending on June 30)
- ☐ The 12-month period measured forward from the date of your first FMLA leave usage.
- ☐ A "rolling" 12-month period measured backward from the date of any FMLA leave usage. *(Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.)*

If applicable, the single 12-month period for *Military Caregiver Leave* started on_____*(mm/dd/yyyy)*.

You (☐ are / ☐ are not) considered a key employee as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We (☐ have / ☐ have not) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(Check all that apply)

- ☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **You have requested to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **We are requiring you to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Other:** *(e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.)*_____
  Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include:_____.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to _____

_____ available at:_____.

Employee Name: _____

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact_____at _____.

You have a minimum grace period of (☐ 30-days or ☐_____*indicate longer period, if applicable)* in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact _____ at_____.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (☐ will be / ☐ will not be) required to furnish us with periodic reports of your status and intent to return to work every_____.

(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Designation Notice
under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003
Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date:_____*(mm/dd/yyyy)*

From:_____*(Employer)* To:_____*(Employee)*

On_____*(mm/dd/yyyy)* we received your most recent information to support your need for leave due to:
(Select as appropriate)

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ The serious health condition of your spouse, child, or parent
- ☐ A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- ☐ A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin *(Military Caregiver Leave)*

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: *(Select as appropriate)*

☐ **Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.

☐ **Not Approved**: *(Select as appropriate)*
- ☐ The FMLA does not apply to your leave request.
- ☐ As of the date the leave is to start, you do not have any FMLA leave available to use.
- ☐ Other _____

☐ **Additional information** is needed to determine if your leave request qualifies as FMLA leave. *(Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)*

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request**.

If you have any questions, please contact:_____at_____
(Name of employer FMLA representative) *(Contact information)*

Incomplete or Insufficient Certification
The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request.
(Select as applicable)

☐ The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. *"Incomplete" means one or more of the applicable entries on the certification have not been completed.*

Employee Name: _____

☐ The certification provided is insufficient to determine whether the FMLA applies to your leave request. *"Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.*

Specify the information needed to make the certification complete and/or sufficient: _____

_____

You must provide the requested information no later than *(provide at least 7 calendar days)*_____*(mm/dd/yyyy),* unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

☐ We request that you obtain a (☐ second / ☐ third opinion) medical certification at our expense, and we will provide further details at a later time. *Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.*

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: *(Select as appropriate)*

☐ Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement:_____.

☐ Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: *(check all that apply)*

☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **Based on your request, some or all of your available paid leave** *(e.g., sick, vacation, PTO)* **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **We are requiring you to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **Other:**_____
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (☐ will be / ☐ will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (☐ is / ☐ is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308**. Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date:_____*(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by_____*(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: (*Check all that apply)*

☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation

☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

_____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy),* I am able to work _____ (*hours per day*)_____(*days per week)*.

Employee Signature_____**Date**_____*(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____)_____Fax: (_____)_____E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start:_____*(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (*e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

_____

_____

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

- ☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
  Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy)*.

  The patient (☐ was / ☐ will be) seen on the following date(s): _____

  _____

  The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

- ☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date:_____*(mm/dd/yyyy)*.

- ☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

- ☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

- ☐ **Conditions requiring Multiple Treatments**: (*e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

- ☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date_____*(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery

_____ *(e.g. 3 days/week)*

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date:_____*(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur_____times per (☐ day / ☐ week / ☐ month) and are likely to last approximately_____(☐ hours / ☒ days) per episode.

Signature of
Health Care Provider_____**Date**_____*(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification for Military Family Leave for Qualifying Exigency under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.
RETURN THE COMPLETED FORM TO THE EMPLOYER.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at http://www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

(1) Employee name: _____
First Middle Last

(2) Employer name:_____ Date:_____ *(mm/dd/yyyy)*
(List date certification requested)

(3) This certification must be returned by_____ *(mm/dd/yyyy).*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA**.** 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

(1) Provide the name of the military member on covered active duty or call to covered active duty status:

_____
First Middle Last

(2) Select your relationship of the military member. The military member is your:

☐ Spouse ☐ Parent ☐ Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment**.

(3) Provide the dates of the military member's covered active duty service: _____

(4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:

- ☐ A copy of the military member's covered active duty orders
- ☐ Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
- ☐ I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (*e.g.*, a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

(5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:

- ☐ Short notice deployment (*i.e.,* deployment within seven or fewer days of notice)
- ☐ Military events and related activities *(e.g., official ceremonies or events, or family support and assistance programs):*

  _____
- ☐ Childcare related activities for the child of the military member *(e.g., arranging for alternative childcare):*

  _____

Employee Name: _____

☐ Care for the military member's parent *(e.g., admitting or transferring the parent to a new care facility):*

_____

☐ Financial and legal arrangements related to the deployment *(e.g., obtaining military identification cards)*

☐ Counseling related to the deployment (*i.e.*, counseling provided by someone other than a health care provider)

☐ Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)

☐ Post deployment activities *(e.g., arrival ceremonies, or reintegration briefings and events):*_____

_____

☐ Any other event that the employee and employer agree is a qualifying exigency: _____

_____

(6) **Available written documentation** supporting this request for leave is (☐ attached / ☐ not attached / ☐ not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "*unknown"* or *"indeterminate"* may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start:_____*(mm/dd/yyyy)*

(8) Provide your best estimate of how long the exigency lasted or will last:

From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy)*

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy)*

I am able to work _____

(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy)*

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur:_____times per (☐ day / ☐ week / ☐ month) and are likely to last approximately_____(☐ hours / ☐ days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R &R leave:

From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy)*

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual *(e.g., name and title)* or Entity / Organization: _____

Address: _____

Telephone: (___)_____Fax: (___)_____E-mail:_____

Describe purpose of meeting: _____

Employee Signature_____**Date**_____*(mm/dd/yyyy)*

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.

Certification for Serious Injury or Illness of a Current Servicemember for Military Caregiver Leave under the Family and Medical Leave Act

U.S. Department of Labor
Wage Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310**. **Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name:_____ Date:_____ *(mm/dd/yyyy)*
(List date certification requested)

(3) This certification must be returned by:_____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

(1) Name of the current servicemember for whom employee is requesting leave:_____

Employee Name: _____

(2) Select your relationship to the current servicemember. You are the current servicemember's:

☐ Spouse ☐ Parent ☐ Child ☐ Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

(3) The servicemember (☐ is / ☐ is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

_____

(4) The servicemember (☐ is / ☐ is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

(5) The servicemember (☐ is / ☐ is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

☐ Assistance with basic medical, hygienic, nutritional, or safety needs

☐ Psychological Comfort ☐ Physical Care

☐ Transportation ☐ Other: _____

(7) Give your **best estimate** of the amount of leave needed to provide the care described: _____

_____

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From_____*(mm/dd/yyyy)* to_____*(mm/dd/yyyy),* I am able to work:_____*(hours per day)* _____ (*days per week).*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

Telephone: (___)_____Fax: (___)_____E-mail: _____

Please select the type of FMLA health care provider you are:

- ☐ DOD health care provider
- ☐ VA health care provider
- ☐ DOD TRICARE network authorized private health care provider
- ☐ DOD non-network TRICARE authorized private health care provider
- ☐ Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. §1635.3(e).

(1) Patient's Name: _____

(2) List the approximate date condition started or will start:_____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The servicemember's injury or illness: *(Select as appropriate)*

- ☐ Was incurred in the line of duty on active duty.
- ☐ Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- ☐ None of the above.

(5) The servicemember (☐ is / ☐ is not) undergoing medical treatment, recuperation, or therapy for this condition.
If yes, briefly describe the medical treatment, recuperation or therapy: _____

Employee Name: _____

(6) The current servicemember's medical condition is classified as: *(Select as appropriate)*

☐ **(VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*

☐ **(SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*

☐ **OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

☐ **NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date_____*(mm/dd/yyyy)* and end date_____*(mm/dd/yyyy)* for this period of time.

(8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery_____*(e.g. 3 days/week)*

(9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur_____times per (☐ day / ☐ week / ☐ month) and are likely to last approximately_____(☐ hours / ☐ days) per episode.

Signature of Health Care Provider_____**Date**_____*(mm/dd/yyyy)*

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.

Personnel - All Employees

Adoption Leave

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Superintendent and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent as soon as possible.

Legal Reference: Neb. Rev. Stat. Sec. 48-234

Date of Adoption: August 2023

Personnel - All Employees

Drug and Substance Use and Abuse

It is the policy of the Syracuse Dunbar Avoca Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.

2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.

5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: June, 2022

4009 - APPENDIX 1

CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING: FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES AND PROCEDURES, AND EDUCATIONAL MATERIALS

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) **The persons designated by [Name] Public Schools to answer employee questions about these materials are**:

Superintendent of Schools
Secondary Principal

(B) **The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are**:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) **The term "safety-sensitive functions" means**:

(1) All time waiting to be dispatched, unless the driver has been relieved from duty;
(2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
(3) All driving time (i.e., time spent at the 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;
(6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
(7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) **Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes**:

1. **Alcohol concentration**.
   No driver shall 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. **Alcohol possession**.
   No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use**.
   No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use**.
   No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident**.
   No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test**.
   No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use**.
   No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test**.
   No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) **The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include**:

1. **Pre-employment testing**.
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing**.
(a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
   (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.

(b) (1) *Alcohol tests*. Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.

(2) *Controlled substance tests*. Shall be administered within 32 hours following the accident.

(c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing**.

(a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.

(b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

(c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing**.

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing**.

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing**.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) **The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include**:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) **An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations**.

(H) **A "refusal to submit" to an alcohol or controlled substance test includes**:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) **The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include**:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

(i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and

(ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) **The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include**: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) **Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected**: Information will be made available by the counselor to employees upon request.

Date of Adoption: June, 2022

APPLICANT'S CONSENT
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS

I, _____ *[insert applicant's name]*, understand that as a condition of hire with Syracuse Dunbar Avoca Public Schools ("*School District")* I must give written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the School District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the School District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the School District obtaining from those companies, and I hereby consent to those companies furnishing to the School District, all requested information concerning my drug and alcohol tests, including:

(i) all DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
(ii) all verified positive DOT and non-DOT drug test results during the past two (2) years;
(iii) all instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
(iv) any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and
(v) documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form.

The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

Company name	Dates worked for/took pre-employment test
_____	_____
_____	_____
_____	_____
_____	_____

APPLICANT CERTIFICATION

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

_____	_____	_____
Signature of Applicant	Print Name	Date

Document No. 4

REPORT OF PAST DRUG AND/OR ALCOHOL TEST RESULTS

To: Syracuse Dunbar Avoca Public Schools ("School District")
From: _____ *[Insert name of Company submitting results]*
Re: _____ *[Insert Driver/Applicant's name]*
_____ *[Insert Driver/Applicant's Social Security Number]*
_____ *to* _____ *[Insert "Relevant 2 Year Period" dates]*

In accordance with the DOT regulations, at School District's request, and with the Driver/Applicant's Consent, the Company reports the following results of drug and alcohol tests conducted on the above named Driver/Applicant by this Company during the above designated "Relevant 2 Year Period."

(i) Past Alcohol Test Results: ☐ No alcohol tests conducted during relevant period
Date of Test: _____ ☐ 0.04 or greater ☐ Negative ☐ Refused to be tested
Date of Test: _____ ☐ 0.04 or greater ☐ Negative ☐ Refused to be tested

(ii) Past Drug Test Results: ☐ No drug test conducted during relevant period
Date of Test: _____ ☐ Verified Positive ☐ Negative ☐ Refused to be tested
Date of Test: _____ ☐ Verified Positive ☐ Negative ☐ Refused to be tested

(iii) Refusals to Submit: (Note: Refusals to submit include verified adulterated or substituted drug tests)

☐ No refusal to submit to drug and/or alcohol test during relevant period
☐ Refusal to submit to drug and/or alcohol test during relevant period, on the following dates:
Date of Refusal: _____ Nature of Refusal: _____
Date of Refusal: _____ Nature of Refusal: _____

(iv) Any Other Violations of DOT Agency Drug and/or Alcohol Testing Regulations:

☐ No such violations during period specified
☐ Violations occurred during relevant period, on the following dates:
Date of Violation: _____ Nature of Violation: _____
Date of Violation: _____ Nature of Violation: _____

(v) Completion of DOT Return-to-Duty Requirements, including follow-up tests:

☐ Not Applicable, no violations occurred during period specified
☐ Not Applicable, violation(s) occurred during period specified, but Company has no record of successful completion of return-to-duty requirements
☐ Documents are attached; violation(s) occurred during period specified, and Employee successfully completed return-to-duty requirements

_____ _____ _____
Date Name of person completing form *(type/print)* Title *(type/print)*

Personnel - All Employees

Intellectual Property and Work-for-Hire

The District encourages its staff members to be creative, innovative and to engage in continued learning and advancement. These aims are intended to contribute towards each staff member's professional development, enhance the District's reputation and image among its constituents and improve student learning. However, inherent in the pursuit of advancement is the possibility that a staff member may use resources provided through the District for commercial purposes or gain. All staff members shall abide by this policy when developing, producing or otherwise creating any "Covered Work," as defined herein.

A. Covered Works

A "Covered Work" includes all intellectual property, as defined by applicable state and federal law, including, but not limited to, the following:

1. Patents;

2. Copyrights;

3. Trademarks;

4. Trade secrets;

5. All other information and data owned by the District.

These include, but are not limited to, literary, scholarly, musical, sound, audiovisual, electronic, or other computer (including hardware, software or apps) work. In the event that any state or federal law, rule or regulation is amended to include a new category of "intellectual property," such new category will be included in this policy as if set forth fully herein.

B. Ownership of Covered Work

The District owns all "Covered Works" and any other intellectual property interest created by District employees in their capacity as a District employee or created with any District-sponsored resources. Employees shall have no claim to any ownership rights in such works and shall take whatever steps necessary to comply with this policy. An employee who accepts payment or other gain for any Covered Work, without Board approval, shall be in violation of this policy and may be disciplined up to and including termination of employment.

The Board may, in its discretion, recognize a staff member who contributed to such work.

The Board reserves the right to patent, register, market, and license any of its intellectual property. The Board may allocate any proceeds generated from such activities in a manner

consistent with the Board's mission.

C. Employee Resolution Process

In the event that an employee is uncertain as to whether a work is a "Covered Work," as defined by this policy, or whether such work will be created in their capacity as a District employee or created with any District-sponsored resources, the employee should first seek clarification from the Superintendent. In the event that the Superintendent is uncertain, the Superintendent may ask the Board to adopt a determination. In the event that the Superintendent or Board conclude that the employee's intended work will not be covered under this policy, the employee need not make any further reports or findings to the Superintendent. However, if the employee's work changes in any way that may bring such work within the definition of "Covered Work," the employee must consult with the Superintendent.

In the event that the Superintendent and/or Board determines that an employee's proposed work would fall under the definition of "Covered Work," the employee shall regularly inform the Superintendent of the work's progress.

Employees are strongly encouraged to secure pre-approval before attempting to create or produce any work.

Legal Reference: 17 U.S.C. Sec. 101, et seq
Neb. Rev. Stat. Sec. 87-126, et seq

Date of Adoption: August 2023

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Personnel -All

Recruitment and Selection

The Board of Education authorizes the Superintendent to recruit and recommend for employment the best qualified personnel to implement and fulfill the goals and policies of Syracuse Dunbar Avoca Public Schools. When a vacancy exists, the administration may consider reassignment of existing staff to fill the vacancy. When the administration determines that a vacancy cannot be appropriately filled by reassignment of existing staff, the administration is to solicit applicants by advertising or otherwise. All applicants so selected and recommended must satisfy the standards as set by the Board and/or the laws of the State of Nebraska.

Where required by law or deemed essential by the school district, employees must be duly licensed and/or certified.

The rehiring of a former employee is contingent on the former employee having a positive performance record with the District. A former employee who was terminated, or who resigned in lieu of termination, for reason of violating a workplace conduct rule or unsatisfactory job performance is not eligible for rehire.

Legal Reference: Neb. Rev. Stat. Sec. 79-501

Date of Adoption: August 2023

Personnel - All Employees

Equal Opportunity Employment

It is the policy of Syracuse Dunbar Avoca Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Date of Adoption: August 2023

Personnel - All Employees (& Students)

Anti-discrimination, Anti-harassment, and Anti-retaliation

A. Elimination of Discrimination.

The Syracuse Dunbar Avoca Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Syracuse Dunbar Avoca Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Morgan Richards, Director of Student Services, 1502 Education Drive, Syracuse, NE 68446. (402) 269-2383. mrichards@sdarockets.org

Employees and Others: David Kraus, Superintendent, 550 7th St., Syracuse, NE 68446 (402) 269-2383. dkraus@sdarockets.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.

1. Purpose:

The Syracuse Dunbar Avoca Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation

or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

a. Name-calling,
b. Teasing or taunting,
c. Insults, slurs, or derogatory names or remarks,
d. Demeaning jokes,
e. Inappropriate gestures,
f. Graffiti or inappropriate written or electronic material,
g. Visual displays, such as cartoons, posters, or electronic images,
h. Threats or intimidating or hostile conduct,
i. Physical acts of aggression, assault, or violence, or
j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

a. Unwelcome sexual advances or propositions,
b. Requests or pressure for sexual favors,
c. Comments about an individual’s body, sexual activity, or sexual attractiveness,
d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person’s will or where a person is incapable of giving consent due to the victim’s age, intellectual disability, or use of drugs or alcohol,
f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

a. Providing the parties with the opportunity to present witnesses and provide evidence.

b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

a. A summary of the facts,
b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):
If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary,

and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):
If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:
The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

5. Training:
The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to

complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
j. Recommending changes to this policy and grievance procedure.
k. Performing other duties as assigned.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District’s website, at each

building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: August 2023

Notice of Nondiscrimination

The Syracuse Dunbar Avoca Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: David Kraus, Superintendent, 550 7th Street, Syracuse, NE 68446 (402) 269-2383 dkraus@sdarockets.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Complaint Form
Discrimination, Harassment or Retaliation

The Syracuse Dunbar Avoca Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (___) ___-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (___) ___-____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____
_____
_____._
_____

(2) Names of any witnesses to the matter being complained about: _____
_____
_____.

(3) Identify and attach any document supporting the complaint: _____
_____.

(4) Confidentiality: I ___ do___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

_____
_____.

(5) Relief requested (what I want done in response to this complaint):

_____
_____.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature:_____

Received by: _____ Date: _____

Personnel - All Employees

Duty Hours of Employees

1. Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.

2. Teachers shall make arrangements to be available to students after school. Unless otherwise specified by the Superintendent or by negotiated agreement, members of the professional staff shall be on duty 30 minutes before the start of school and 30 minutes after the end of the day to plan and to carry out their individual professional responsibilities as determined by the Superintendent and the building principals. Teachers shall be provided with a one half hour duty free lunch period.

3. All other staff shall be on duty as determined by the Superintendent.

4. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.

Date of Adoption: August 2023

Personnel - All Employees

Absence of Employees

1. An employee who finds it necessary to be absent from duty shall notify the office of the employee's immediate supervisor in advance of such absence and give (1) the reason for the absence; and, (2) the anticipated length of absence.

2. Employees requesting leave in order to perform other duties for which they will be compensated (court duty, consulting, etc.) shall be required to remit to the District either the compensation received beyond expenses or their district wages for the time missed.

3. Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension except as otherwise provided by these policies or law.

4. A substitute may not be hired by any employee to take over his/her duties. In no instance may an employee make personal arrangements to pay a substitute.

Date of Adoption: August 2023

Personnel - All Employees

Absence From Building

1. Employees may not be absent from their respective assignments during duty hours except by permission of their immediate supervisor or Superintendent. Employees shall check out of the building whenever absent during the day.

2. Employees may be excused from the building for periods not to exceed thirty (30) minutes with the approval of their immediate superior officer or Superintendent for matters of personal business which cannot be completed after regular school hours. Personal absence leave forms shall be completed in the event the absence from the building exceeds 30 minutes.

Date of Adoption: August 2023