

Regular Meeting
Monday, August 19, 2019 5:30 PM
Administration Building
2508 27th Street
Columbus, NE 68601

I. Board Meeting

A. Call to Order

B. Roll Call of Board

C. Pledge of Allegiance

D. Notice of Open Meeting Posted

1. President insures all can hear proceedings

E. Mission Statement

F. Opportunity for Public to be Heard

G. Adjourn

H. Hearings

1. Special Hearing - Annual review on Parent Relations Goals, Policy 1005.02, Regulations and Exhibits
2. Special Hearing - Annual Review of Policy 1005.03, Regulations and Exhibits - Parental Involvement in the School
3. Adjourn from Special Hearing

I. Presentations/Recognitions

1. EL Presentation

J. Board Special Functions

1. Second and Final Reading of Policy 203.06 Board Committees

2. Second and Final Reading of Policy 502.01 Resident Students

3. First Reading of Policy 402.12.05 Staff Social Media Policy and Social Media Regulations

4. First Reading of Policy 607.05 Travel, Regulation 1 Instruction - Travel, and Regulation 2 Field Trip or Excursion Approval Form

5. First Reading of Policy 1004.01 Media Relations Including Exhibits 1 & 2

K. Items to be removed from the Consent Agenda

L. Consent Agenda

1. Approval of Minutes

2. Financial Reports M2, M3, M4a

3. Financial Report M4b

4. Financial Report M4c

5. Financial Report M5

6. Certified Personnel

7. Classified Personnel

8. Professional Travel

M. Acceptance of Gifts/Donations

N. Business Operations and Human Relations

1. Policies

2. Administrative Functions

1. 2019-2020 Teacher Handbook

2. 2019-2020 Classified Handbook

3. Surplus Property

3. Updates

O. Buildings & Sites/Technology

1. Policies

2. Administrative Functions

1. 2019-2020 Safety Committee Members

2. CMI Contract for 2019-2020

3. Boiler Bids

4. Service Master Contract for 2019-2020

3. Updates

P. Curriculum and Instruction

1. Policies

2. Administrative Functions

3. Updates

Q. Student Services

1. Policies

2. Administrative Functions

3. Updates

R. Superintendent's Report

S. Board Sharing

1. Board/Superintendent Goals

II. Executive Session

III. Adjourn

PARENT RELATIONS GOALS

It is the general goal of the district to foster relationships with parents which encourage cooperation between the home and school in establishing and achieving common educational goals for students. The board believes parents should be active participants in education by demonstrating interest in and support for their school and the district, by becoming informed about their role as partners in education, and by becoming involved in the education of their children.

While parents are individually responsible for their children, the district provides direct services of education and indirect services of child care for students during the time when they are within the supervision of school personnel. Consistent with these shared responsibilities and as appropriate to the maturity of the student, members of the school staff will consult with parents regarding student progress and achievement, methods to enhance student development, and matters of correction.

Additionally, parental involvement in the schools is encouraged through regular communication with the school principal and staff, the parent/teacher organizations, the school volunteer program, and other opportunities for participation in school activities and district programs. It is assumed that the relationship described in the general goal is fostered if the district will:

- consult with and encourage parents to share in school planning, in setting objectives, and evaluating programs;
- help parents understand the education process and their role in promoting this process;
- provide for parent understanding of school operations;
- provide opportunities for parents to be informed of their child's development and the criteria for its measurement; and
- help parents improve in their role as parents.

Cross Reference: 508.07 Custody and Parental Rights
 611.01 Student Progress Reports
 611.04 Parent Conferences

PARENT/GUARDIAN INVOLVEMENT AND PARTICIPATION

- The Parent/Guardian and Student Handbook shall include Policy 1005.02 and provide parents/guardians with the information as to when and how they can access instructional materials.

- The Parent/Guardian and Student Handbook shall be mailed to the home or the Parent/Guardian and Student Handbook shall be sent home with students. If sent home with students, parents/guardians shall return to the school a signed form indicating that they have received the Parent/Guardian and Student Handbook.

- Parent/guardian permission is required for out of town field trips. Parent/guardian notification is required for in town field trips. See also Policy 607.05.

- The Parent/Guardian and Student Handbook shall include an invitation to parents/guardians to attend and monitor instructional activities.

- Administrators shall notify parents/guardians in advance of special activities, such as assemblies, unless time does not permit.

- If a principal denies a parent's/guardian's request to attend and monitor instructional and/or special activities, the principal shall notify the parent/guardian of his/her rights of appeal as described in this regulation. Also, a full report including, but not limited to, the circumstances and rationale for the denial shall be sent to the Superintendent.

- Administrators shall notify parents/guardians if a substitute teacher will teach their child for four or more weeks.

- Administrators shall have available for parent/guardian access and review the curriculums, instructional materials, and school climate surveys used in their schools.

- Administrators shall provide additional opportunities for parents/guardians to review the materials listed above. Parents/guardians shall be notified in advance of such opportunities. Administrators shall take advantage of these opportunities to inform parents/guardians of how they can be more involved in the schools by contacting school staff and/or the Volunteer Coordinator at the Administration Building.

- Parents/guardians may obtain copies of curriculum for review by checking them out from the Professional Library located at the Administration

building. Parents/Guardians may obtain a personal copy of materials at their own expense.

- Parents/guardians shall be notified in the parent/student handbook, that lessons may be taught by a school counselor in the classroom setting. Lessons shall follow the district's curriculum.

- Parents/guardians are encouraged to notify teachers if there are topics of concern to them. Teachers shall notify the parents/guardians in advance if these topics are to be used in planned lessons. The administrator shall be responsible for annually advising staff in August that there are subjects which may be sensitive or of concern to parents/guardians as part of classroom discussion. Such subjects which may arise that are not in the District curriculum may include, but are not limited to: death and dying; religious events and holidays; magic, witches, and sorcery. Teachers are also to be reminded by principals that any classroom discussion of a controversial topic should be in accordance with current Board Policy.

- Parents/guardians shall be notified in advance of Family Life instruction involving human sexuality (grades 5-12). Permission slips will be included with the notification. If the notification is mailed to the home, the school shall require a parental/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/guardian response indicating whether the student will or will not participate.

- If a parent/guardian has an objection to any instructional material or school experience, the school shall provide the parent/guardian with an appropriate form which may be used to express his or her objection. Forms and appeal procedures may be obtained from building secretaries.

- It shall be the responsibility of the administrator to notify parents/guardians in advance when their children will be taking standardized tests.

- It shall be the responsibility of the administrator to notify parents/guardians in advance of school sponsored surveys beyond the school climate surveys. If the notification is mailed to the home, the school shall require a parent/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/guardian response indicating whether the student will or will not participate.

- The Board of Education shall hold an annual public hearing on Parent/Guardian Involvement and Participation in accordance with the statute.

Regulation
Adopted: 05/08/95
Revised: 03/12/01

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska

Revised: 02/12/07

Revised: 03/03/08

Revised: 01/12/15

PARENT/GUARDIAN OBJECTION FORM

Type of Objection (Material/Activity, etc.) _____

Reported by _____
Parent or Guardian, Please Print Name

Student's Name _____ Building _____

Address _____

Telephone _____ Date _____

1. What specifically do you object to: _____

2. Reason(s) for the objection. _____

3. What solution do you seek to remedy the objection? _____

4. Does the solution require the removal of the student from an instructional activity?

YES _____ NO _____ Other (Explain) _____

5. Other comments you wish to make regarding your objection: _____

6. Do you wish to have a conference regarding your objection?

YES _____ NO _____ Other _____

(To be filled out by the School in Triplicate Within 3 School Days of Receipt)
Date Objection Received _____

Administrator's Name _____

Solution Proposed to Parent by Administrator and Date Solution will be in Effect

(Over)

Copies to be sent within 3 school days
upon receipt of the objection:

Date

_____	Copy to parent (Including appeal procedures)
_____	Copy to Superintendent.
_____	Principal's file

PARENT APPEAL PROCEDURES

In the event a parent is denied access to any topic listed in Board Policy 1005.02 or who is unsatisfied with the solution presented by the administrator in accordance with the Parental Objection Provisions of 1005.02, said parent has the right of appeal as listed below.

1. Upon receipt of the administrator's decision the parent has five school days to appeal that decision by contacting the Office of the Superintendent of Schools.

2. The Superintendent of Schools shall inform the Board no later than the next regularly scheduled Board meeting that an appeal has been made. The privacy of the individual filing the appeal shall be maintained.

3. The Superintendent of Schools shall meet with parent and administrator in an attempt to resolve the matter within ten school days of receipt of such an appeal.

4. The parent shall receive from the Superintendent his/her decision within five school days of the meeting stated in #3.

5. Upon receipt of the Superintendent's decision, the parent shall have five school days to appeal this decision to the Board of Education to be considered at its next regularly scheduled meeting. Such requests are made by contacting the Office of the Superintendent of Schools. Appeals to the Board will include the parent's/guardian's name and the nature of the objection.

6. Final decision will rest with the Board of Education.

Form
Approved: 5/8/95
Revised: 2/12/07

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska

PARENTAL AND FAMILY INVOLVEMENT IN THE SCHOOLS

It is the policy of the district to provide full access to the parent and family members of any student of the district to review textbooks, tests, curriculum and instructional materials, records of a student of any such parent, unless otherwise prohibited by law, and to any surveys of students done by the school district. Summary information regarding the district's curriculum, testing, and surveys will be provided at the beginning of each school year. Requests for access to specific instructional materials should be addressed to the teacher or building principal.

Requests by parents and family members to attend and monitor courses, assemblies, counseling sessions and other instructional activities shall also be made to the building principal or teacher. While requests to monitor are usually granted, if the request is denied, reasons for the denial will be provided.

It is the policy of the district to provide as consistent an experience as possible in all classroom instruction, testing, surveys, and other school experiences. It is the policy of the district not to excuse students from classroom instruction, testing, and other school experiences unless an objection is submitted to the building principal or teacher outlining the specific experience, the basis for the objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and family members.

The request for the student to be excused will be reviewed by the building principal and a decision provided to the parents and family members. While verbal objections and decisions are valid, written follow-up to verbal communications is required from the parent and family members, and the principal. If a student is excused from the requested activity no penalty will be assessed but an agreed upon alternative activity must be performed to the satisfaction of the teacher and principal.

It is the policy of the district to use only testing methods and testing instruments that are not of an experimental nature and to avoid using any testing materials or testing techniques that are not generally recognized by educational professionals to be within sound educational standards and both educationally and academically appropriate. It is the policy of the district to notify parents and family members of any standardized testing that may be scheduled within the school district.

It is the policy of the district to notify parents and family members of any survey which may be scheduled and to conduct student surveys judiciously, with full consideration of the fact that parents and family members may find items of the survey objectionable.

The following activities will also be included in the board's plan for parental and family involvement:

1. The board will involve parents and family members in the development of the Title I plan, the process for school review of the plan and the process for improvement;

Approved _____ Reviewed _____ Revised _____

2. The board will provide the coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental and family~~parent~~ involvement activities to improve student academic achievement and school performance;
3. The board will build the schools' and parents' and family members' capacity for strong parental and family involvement;
4. The board will coordinate and integrate parental and family involvement strategies under Title I with other programs such as Head Start, Reading First, etc.;
5. The board will conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents and family members in Title I activities (with particular attention to ~~low-income~~ parents and families who have low income, Limited English Proficient (LEP), ~~parents,~~ minorities, ~~parents with~~ disabilities and ~~parents with~~ low literacy) and use the findings of the evaluation to design strategies for more effective parental and family involvement and to revise, as necessary, the parental and family involvement policies; and
6. The board will involve parents and family members in Title I activities.

The parent and family members or guardian of a student may have access to that student's records during normal business hours of the district according to Policy 507.01 Student Records Access.

This policy is adopted following a public hearing to receive public comments and suggestions.

Legal Reference: Neb. Statute 79-530 to 533
 No Child Left Behind, Title I, Sec. 1118, P.L. 107-110

Cross Reference: 507.01 Student Records Access
 606.03 Objection to Instructional Materials
 610.02 Test or Assessment Administration
 611.01 Student Progress Reports
 611.04 Parent Conferences
 1002. District Annual Report
 1005.01 Public Complaints

Title 1 Parent Involvement Policy for Title I Schools in the Columbus Public School District

P.L. 103-382 affirms the principle that parental involvement is a vital part of the Title I program.

At the district level, it is the policy of Columbus Public Schools that parents of all participating children in Title 1 Schools have the opportunity to be involved in the joint development of the district plan and the district's review process for the purpose of school improvement. The district provides coordination, technical assistance, and other necessary support in the planning and implementation of parent involvement activities. The district encourages parent involvement and supports the partnership between home/school/community by providing understandable information about standards and assessments; providing training and materials for parents to help their children and to involve other parents; educating school personnel about involving parents and the value of parent contribution.

It is the policy of Columbus Public Schools that:

1. **This jointly developed; written Title 1 policy is distributed to all parents.**
This policy will be included in the parent handbook.
2. **An annual meeting is held for all parents.**
An annual meeting will be held each year. Notification will be given in a letter mailed to parents.
3. **Parents are given assistance in understanding the requirements of the Title I Law, National Educational Goals, content standards, performance standards, and assessments.**
Assistance will be provided at the annual meeting, parent-teacher conferences, informational meetings, The State Parent Involvement Conference, and in school publications.
4. **Parents receive an explanation of the school's performance profile, expected proficiency levels for students, and their student's assessment results.**
Individual reports will be given to parents at parent-teacher conferences.
5. **Parents receive timely responses to all parent recommendations. All information is sent to parents in the language used in the home. Full opportunities are provided for all parents to participate in Title I activities.**
Responses can be either verbal or written. An interpreter or translator will be used when necessary.
6. **A jointly developed school/parent compact outlines how parents, the entire school staff, and students share the responsibility for improved student achievement and the means by which the school and parents continue to**

build and develop partnerships to help children achieve the state's high standards.

Parents and staff have the opportunity to provide input into the development of the compact. The compact will be reviewed at the annual meeting.

7. **The Title I program provides opportunities for parents to become partners with the school in promoting the education of their children at home and at school. Parents are given help monitoring their student's progress. The school provides assistance to parents on how they can participate in decisions related to their student's education. The school provides reasonable support for parental involvement activities as requested by parents.**

The Title I staff can attend training sessions. Parents and staff may attend the Parent Involvement Conference each year. Opportunities for further training will appear in local publications.

8. **The school coordinates and integrates parent involvement programs and activities with other programs as appropriate.**

The school provides shared training opportunities, transitional meetings, and publications.

9. **An annual evaluation of this parental involvement policy shall be conducted to determine the effectiveness of this policy and the barriers of this policy for increasing parent involvement. Policy evaluation findings shall be used in designing strategies for school improvement and revising parent policies.**

Surveys will be given to the parents. The results will be used for the distribution of reports/summaries and for action plans for improvement.

Official)

(Signature and date of Authorized

Policy

SCHOOLS

Adopted: 4/10/06

Regulation Number Changed: 2/12/07

COLUMBUS PUBIC

Columbus, Nebraska

BOARD COMMITTEES

Committees will be appointed by the president of the board. ~~Board~~ These committees are created for specific tasks of seeking information, ~~or investigation and will report~~ **make recommendations** back to the board for its consideration and action. Committee action is advisory only. ~~Each committee will have a chairperson appointed by the president.~~ In addition to appointing the three members to the Committee on American Civics at the annual board organizational meeting in January for one year, **the board president** will ~~may wish to appoint additional~~ **standing** committees on: ~~topics such as~~

- a. **Personnel and Negotiations**
- b. **Curriculum and Instruction**
- c. **Finance and Facilities (includes technology and equipment)**
- d. **Policy**
- e. **Americanism and American Civics**
- f. **Social and Emotional**
- g. **Safety and Security**

- ~~a. curriculum, instruction and assessment,~~
- ~~b. personnel and community relations,~~
- ~~c. facilities and finance,~~
- ~~d. technology and equipment,~~
- ~~e. transportation,~~
- ~~f. negotiations, and~~
- ~~g. policy.~~

Other appointments by the Board President will include:

NASB Delegate Assembly
NASB Legislative Relations
Columbus Public Schools Foundation
School Bell

The Committee on American Civics shall:

1. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
2. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
3. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted by the Nebraska Department of Education and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
4. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of

national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;

5. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
6. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted by the Nebraska Department of Education;
7. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - a. naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - b. Attendance or participation between the beginning of eighth grade and completion of twelfth grade in a meeting of a public body which is a subdivision of the state and not a subcommittee of that body, followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to that attendance or participation; or
 - c. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by either George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, or Thanksgiving Day or on a topic related to such person or persons or event; and
8. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Legal Reference: Neb. Statute 79-724

Cross Reference: 201.01 Board Powers and Responsibilities
604.11 Citizenship

Approved _____ Reviewed _____ Revised _____

RESIDENT STUDENTS

Children who are residents of the school district community will attend the school district without paying tuition. Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

The residence of a student means the place, abode, or dwelling of the student. Generally, the legal dwelling of minors is the same as their parents. However, a student may establish a dwelling with someone other than the parents and attend public school in the school district without paying tuition if the primary purpose for residing in the school district is not for the purpose of obtaining a free public education.

Children of military families may enroll preliminarily in the district if a parent presents evidence of military orders that the military family will be stationed in this state during the current or following school year. A student of a military family shall be admitted to the school district without charge upon arrival in Nebraska. When any person is on active duty as a member of the United States Army, Navy, Marine Corps, or Air Force in the State of Nebraska and is residing on federally owned property, any child of school age of that active duty member who also resides on that property shall be considered a resident of the school district where that property is located in accordance with the statutes. This also applies to children of parents employed by the federal government and residing with their parents on the property of national parks or national monuments within this state.

Each case involving the determination of residence of a student will be decided upon its individual merits by the superintendent. Payment of tuition will not be required in cases where the resident student would otherwise be denied free common school privileges. The burden of proof to supply the necessary documents to demonstrate legal residence shall rest with the person claiming legal residence in the district. The superintendent shall determine the specific documents required for collecting enrollment, admission, and related information needed for any student to attend and they may be provided through electronic means or other means specified by the Nebraska Department of Education.

Legal Reference: Neb. Statute 79-215

Cross Reference: 101 District Organization and Basic Commitments
503 Student Attendance
801 Transportation

Approved _____ Reviewed _____ Revised _____

STAFF SOCIAL MEDIA POLICY

Columbus Public School District realizes the importance of all district personnel, students and parents engaging, collaborating, learning, and sharing in digital environments as a part of 21st-century learning. This policy and attached regulation is to provide direction for CPS personnel, board members, volunteers, and sponsors when participating in online social media or digital platforms. The CPS District social media guidelines define a need for a distinct separation between personal and professional social media accounts.

This social media policy applies to all CPS personnel, board members, volunteers, and sponsors. This policy covers all digital communications such as social media, digital media platforms, social networks, blogs, photo sharing, wikis, online forums, and video sharing. CPS personnel, board members, volunteers, and sponsors are not permitted to encourage students (preK-12) enrolled at CPS to create social media accounts of any kind.

All CPS employees, board members, volunteers, and sponsors who choose to utilize social media or any other digital platforms as an educational tool, to provide classroom or activity information, or to communicate to students and parents must create a professional page. The professional use scope applies within school facilities, transportation, or school-sponsored activities where one is acting as a school representative. All professional accounts or pages must be connected to your assigned district email. No other email account should be associated. Posts must be exclusively about classroom learning or school-related activities and used to promote your classroom, school, and district where appropriate.

The district reserves the right to periodically conduct Internet searches to determine if employees have posted inappropriate materials online. If inappropriate use of computers and websites is discovered, the Superintendent and his or her designee will download the offensive material and promptly bring misconduct to the attention of the Superintendent.

Policy
Adopted: _____

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska

Columbus Public School District Social Media Guidelines

The purpose of Social Media Guidelines:

The Columbus Public School District realizes the importance of all district personnel, students and parents engaging, collaborating, learning, and sharing in digital environments as a part of 21st-century learning. To this aim, the Columbus Public School District has adopted the following guidelines to provide direction for CPS personnel, board members, volunteers, and sponsors when participating in online social media or digital platforms. The CPS District social media guidelines define a need for a distinct separation between personal and professional social media accounts.

This social media policy applies to all CPS personnel, board members, volunteers, and sponsors. This policy covers all digital communications such as social media, digital media platforms, social networks, blogs, photo sharing, wikis, online forums, and video sharing. CPS personnel, board members, volunteers, and sponsors are not permitted to encourage students (preK-12) enrolled at CPS to create social media accounts of any kind.

Professional Use Responsibility:

All CPS employees, board members, volunteers, and sponsors who choose to utilize social media or any other digital platforms as an educational tool, to provide classroom or activity information, or to communicate to students and parents must create a professional page. The professional use scope applies within school facilities, transportation, or school-sponsored activities where one is acting as a school representative. All professional accounts or pages must be connected to your @discoverers.org email. No other email account should be associated. Posts must be exclusively about classroom learning or school-related activities and used to promote your classroom, school, and district where appropriate.

- The approved professional digital platforms are: Facebook, Twitter, Instagram, Remind, Class DoJo, SeeSaw, @discoverers.org GSuite Programs (YouTube, Classroom, etc.) *All other platforms are currently not approved for professional use within the district without written prior permission from the Superintendent.*
- You may share content from a CPS professional page to your personal digital platforms.
- All professional accounts must be open and viewable to the public. No closed or private groups or pages are allowed.
- All small group or direct message communication must take place via one of the district's approved communication platforms (i.e. email (@discoverers.org), Remind, Class Dojo, SeeSaw, Google Classroom, etc.).
- CPS employees are responsible for all content they publish online. As the administrator of your social or digital media platforms, you are responsible for monitoring all public postings and conversations. You may address all comments or postings in the public forum, but any 1:1 'closed' or 'private message' conversations must occur through district-approved channels.
- Posting pictures on digital platforms:
 - Individuals posting on platforms need to be aware of students with photo restrictions before posting on school-related or school-sponsored social media.
 - Pictures may only include the child's first name. Teacher names are okay.
 - First and last names may be listed for building or district-level awards, any extra-curricular activity as well as students who participate outside of the school day at activities open to the general public (e.g. Student of the Month, Band Concert, Basketball game, Honors Night).

Personal Use Responsibility:

CPS employees, board members, volunteers, and sponsors who choose to utilize personal social media, digital content, social networking sites, or any other digital platforms should be mindful of the information they post. These platforms may include but are not limited to Facebook, Twitter, Snapchat, Instagram, Blogs, Wikis, Podcasts, Digital Images & Video, etc. Your social networking is an extension of your personality, your professional life, and your classroom.

- CPS personnel are personally responsible for all comments, shares, posted information, and any hosted content they publish online. There are many websites that allow users to share personally created movies. You are responsible for all you do, say, and post online, including videos.
- Comments related to CPS, its personnel, students, and/or events related to CPS should always meet the highest standards of professional discretion. When posting, ensure content associated with you is consistent with your professional role at CPS.
- If you are representing the district or school in any capacity, you may not post or share pictures, videos, or information regarding students **directly** on any of your personal social media or digital platforms. You may share information from CPS professional platforms to your personal page. CPS students cannot be included or used for promotional purposes for personal gain.
- It is your responsibility to familiarize yourself with the security settings for any social media or digital platform you use. Be mindful that digital messages such as *Tweets* and *Status Updates* are visible and public. Even with the strictest privacy settings your conversations or comments may end up being shared into a more public domain. Be aware of the public and viral nature of such media and refrain from any comment and/or #hashtags that could be deemed unprofessional.
- Thought should be given as to whether the images or posts reflect on your professionalism. Be mindful of things such as clothing, location, alcohol, and/or tobacco in photos and ensure material reflects a professional image as a role model for children in our district.
- CPS personnel, board members, volunteers, and sponsors are not permitted to solicit or accept "Friend" requests from enrolled CPS students on any personal Social Media Account. (Board policy 504.24)
- No private or 1:1 communication with *students* is allowed through personal or professional social media platforms. Communication should be done through approved platforms such as email (@discoverers.org), Remind, Class Dojo, SeeSaw, Google Classroom, etc.
- Harassment or bullying of any kind will not be tolerated. (Board policy 404.06 and board policy 504.19)

The district reserves the right to periodically conduct Internet searches to determine if employees have posted inappropriate materials online. If inappropriate use of computers and websites is discovered, the Superintendent's designees will download the offensive material and promptly bring misconduct to the attention of the Superintendent.

Overall Reminders for Using Digital Communication or Social Media:

Always a School Employee:

The lines between personal and professional, public and private, are blurred in the digital world. Whether identified or not, you will likely always be considered a district employee. Add value to discussions and share what you know to be accurate. Online contributions should be well written. If you choose to have a professional account, post regularly, respond to other's posts, answer questions, etc. to encourage readership and followers.

School Values:

Represent CPS in a positive and respectful way. Digital posts, shares, and communications should be done in a professional manner. Your posts, comments, and shares should help build and support our school community.

Own and Correct Mistakes:

Mistakes may happen and in the event they do, admit the mistake and correct it as quickly as possible. Communicate with our Communication's Director so he or she can help address the issue effectively.

Knowing which tool to use:

Give thought to which digital platform or communication tool will work best for the message you are delivering to your group. For example, to communicate a time change for practice use Remind or email as opposed to a public posting on Twitter.

Definitions for reference:

Term: Personnel

Definition: Any CPS instructional employees, teachers, classified personnel, support staff, coaches, or sponsors

Term: Personal

Definition: Social media is a way to engage with family and friends, regardless of their current location. It keeps you connected with people.

Term: Professional

Definition: Social media is your multi-media resume to showcase your classroom learning, school-sponsored activities, and provide transparency into the classroom. It provides you with a platform to connect and build your ideas, information, and leadership.

Term: Social Media Account

Definition: A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook, Instagram, SnapChat and other social networking channels allow users to sign-up for their own social media account, which they can use to collaborate, interact and share content and status updated. When a user communicated through a social media account, their disclosures are attributed to their User Profile.

Term: Social Media Channels

Definition: Blogs, micro-blogs, wikis, social networks, social bookmarking services, user rating services and any other online collaboration, sharing or publishing platform, whether accessed through the web, a mobile device, text messaging, email or other existing or emerging communications platforms.

Term: Professional Social Media

Definition: Professional social media is a work-related social media activity that is either school-based (e.g., a CPS principal establishing a Facebook page for his/her school, school department or CPS teacher establishing a blog for his/her class or coaches/sponsors establishing a forum to discuss the activity)

Term: Social Media Disclosures

Definition: Blog posts, blog comments, status updated, text messages, posts via email, images, audio recordings, video recordings or any other information made available through a social media channel. Social media disclosures are the actual communications a user distributes through a social media channel, usually by means of their social media account.

Term: Controversial Issues

Definition: Issues that form the basis of heated debate, often identified in political campaigns as wedge issues, since they provoke a strong emotional response. Examples may include things such as political views, health care reform, education reform, and gun control.

Term: Inbound Links

Definition: An inbound link is a hyperlink that transits from one domain to another. A hyperlink that transits from an external domain to your own domain is referred to as an inbound link. Inbound links are important because they play a role in how search engines rank pages and domains in search results.

Term: Hosted Content

Definition: Text, pictures, audio, video or other information in digital form that is uploaded and resides in the social media account of the author of a social media disclosure. If you download content off of the Internet and then upload it to your social media account, you are hosting that content. This distinction is important because it is generally illegal to host copyrighted content publicly on the Internet without first obtaining the permission of the copyright owner.

Term: Copyright

Definition: Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible forms, such as literary works, graphical works, photographic works, audiovisual works, electronic works, and musical works. It is illegal to reproduce and use copyrighted content publicly on the Internet without first obtaining the permission of the copyright owner.

Term: Official Content

Definition: Publicly available online content created and made public by Columbus Public Schools, verified by virtue of the fact that it is accessible through the Columbus Public Schools website (<http://www.columbuspublicschools.org>).

Term: Blog

Definition: An online journal that contains entries or posts that consist of text, links, images, video or other media and is usually between 300-500 words.

Term: Microblogging

Definition: Posting brief and often frequent updates online. Unlike traditional blogs, which are often hosted on a custom website, microblogs are typically published on social media sites like Twitter, Instagram, Tumblr, and Facebook.

Term: Cyberbully

Definition: Cyberbullying may include activities off of school grounds that is determined to be disruptive to a positive learning environment. Bullying and cyberbullying is defined as an ongoing pattern of physical, verbal, or electronic/digital cyberbullying abuse on school grounds, using a school-owned device or account, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events.

Term: Superintendent

Definition: The Superintendent by definition may include his or her designee.

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: _____

Proposed Excursion date: _____

Requesting Individual: _____

Student group for which request is made: _____

Purpose of trip:

Educational Benefit:

Nature of Request (Check One) ☐ 1 time only ☐ Annual

Is The Event Sanctioned? (NSAA Activity) ☐ Yes ☐ No

Cost of trip: _____

Cost to district: _____

How will funds be raised: _____

Timelines of event: _____

Number of student school days forfeited: _____

Other pertinent information: _____

Approval Signatures:

Principal: _____ Date: _____

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

- 1. A Detailed Budget Including Expenses and Revenue.*
- 2. Travel Information.*
- 3. Parental Permission Form.*
- 4. NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*

TRAVEL

It shall be the policy of the Columbus Public Schools that the learning program allows for purposeful educational travel appropriate for elementary and secondary students. This travel shall only be used to enrich and extend essential classroom learning by placing students into situations and locations that a teacher(s) are unable to address, simulate, or replicate appropriately in the classroom. Educational travel shall always be a well-planned learning experience and must always be approved by the building principal or the principal's designee. Such travel shall absolutely not be used to reward or punish students.

Purposeful, meaningful, and well-planned education travel, involving trips into the community and immediate region, are encouraged at all levels if linked to essential classroom learning. Such travel generally is classified as a field trip.

The Board of Education in 2007 established a policy in which it would pay up to \$250 per student for out-of-state academic competitions.

Educational travel outside the State of Nebraska for domestic travel shall be restricted to students in grades three through twelve. Educational travel outside the state of Nebraska for foreign travel shall be restricted to student in grades nine through twelve. Travel requiring students to stay overnight must be approved by the building principal and the Superintendent. This travel must be approved by the Board of Education 12 months prior to trip. Special permission may be granted to an organization to make a short out-of-state trip to participate in a special event; for example, Midwest Band Clinic in Chicago, Presidential Inauguration in Washington, D.C., or a major jazz festival.

Whether a short field trip within Columbus or travel to another country, travel is discouraged whenever the time and expense to travel exceed the time available for students to engage in the learning directly or when the quality of the learning is not sufficient to justify the time and expense.

All travel shall be properly supervised by a school employee or employees. Parents and/or other adults, however, may be permitted to help in such supervision under the direction of a school employee.

Legal Reference: R.R.S. 79-611 Pupils; transportation; driver; liability policy; conditions

Cross Reference: 504.03 Student Conduct
506.01 Student Activity Eligibility
604 Instructional Curriculum
801 Transportation

Policy
Adopted: 12/11/06
Revised: 6/13/11
Revised: 9/16/13

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska
Reviewed: 9/16/13

FIELD TRIP AND EXCURSION PROCEDURE

Any coach, teacher, or staff member wishing to receive permission to take teams or student groups out of state or to an activity that results in loss of student days must follow the steps below:

1. Complete the attached form
2. Receive approval from the school head principal
3. Obtain Superintendent approval
4. Receive Board of Education approval.

Regulation
Adopted: 8/10/09

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska
Reviewed: 8/10/09

INSTRUCTION - TRAVEL

Regulations for Field Trips

1. All field trips, and the arrangements for them, must have the approval of the building principals or the principal's designee in a manner specified by the building principal. Learning activities requiring students from multiple elementary buildings to travel shall be approved and coordinated with the Director of Curriculum or the Director's designee. Trips requiring overnight arrangements shall be limited to students in grades seven through twelve unless approved by the Superintendent.
2. The purpose of the field trip must be clearly defined, related to an essential classroom learning, meaningful and appropriate for students, and of high quality. Field trips shall not be used to punish students but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. In addition, the total time necessary for travel must not exceed the time available for students to directly engage in learning.
3. The cost of a field trip shall be determined in advance, and each building principal has the responsibility to see that the cost associated with the trip is reasonable and appropriate.
4. School employees shall appropriately supervise each field trip so that good student discipline is maintained both while traveling and while students are engaged in learning. Parents and other adults may help with such supervision under the direction of a school employee.
5. Each child who goes on a field trip must have written parental consent, and parents must be notified in advance of the field trip about the arrangements for the field trip. Such parental notification, however, shall not be initiated before obtaining appropriate administrative approval for the trip.
6. Arrangements for school bus transportation will be made well in advance, as directed, and without disrupting regular school bus schedules. The school bus safety code will govern the behavior of students while on the bus. Trip sponsors are responsible for the conduct of students while on the bus and while students are engaged in the learning activity.
7. Alcohol use, drug use, or other activities that place the student, other students, supervisors/sponsors, the public, or property at risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

Regulations for Field Trips, Continued

8. Students, teachers, and building principal will evaluate each field trip. A brief, written, evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the principal.

Regulations for Domestic and Foreign Travel

1. All domestic and foreign travel shall have the recommendation of the building principal and the Superintendent before such travel will be considered by the Board of Education. Domestic and foreign travel shall not be used to punish students, but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. Approval for domestic or foreign travel shall be by an affirmative vote of the Board of Education at a regular or special meeting of the Board.

2. Domestic travel, travel involving an overnight stay, will be restricted to students in grades seven through twelve. Foreign travel will be restricted to students in grades nine through twelve unless otherwise approved by the Superintendent.

3. The purpose for such travel must be clearly defined, related to an essential classroom learning, meaningful and appropriate for students, and of high quality. The following must be submitted, in writing, to the building principal to begin the process of consideration:

- the purpose and rationale for travel;
- a complete travel itinerary;
- an explanation of the involvement of commercial agents (their obligations and any agreements to be entered into);
- arrangements for food and lodging;
- transportation arrangements;
- a plan of supervision, including the number of supervisors;
- all direct costs and an estimate of associated costs; and
- the method of evaluation.

4. Every effort should be made to provide all willing and qualified students with an opportunity to participate in such travel by eliminating, or substantially reducing, any financial cost to the student. If cost cannot be eliminated, sufficient time prior to the time of travel shall be provided to allow students a realistic opportunity to raise the money necessary to cover costs.

5. Supervision of traveling students shall be provided by a school employee. Parents and other adults may assist in such supervision as sponsors. For these types of trips, the following supervisor-to-student ratios will be used. A group of 15 students must have a minimum of 2 adult supervisors, a group of 16-24 students must have a minimum of 3 adult supervisors, and a group of 25-36 students must have a minimum of 4 adult supervisors. For larger groups on foreign travel, the maximum supervisor-to-student ratio must be 12 students to each adult plus one extra adult supervisor. Members of the

Regulations for Domestic and Foreign Travel, Continued

school employee's family shall not be allowed to travel with the group unless qualified for such travel as a student of the Columbus Public Schools or unless as an adult sponsor.

Travel supervisors and sponsors are responsible for student conduct at all times during the trip. Throughout the trip, supervisors/sponsors will have daily contact with each student and when applicable, the adult host of the student to evaluate his or her situation and to monitor his or her experience. In addition to daily contact, the supervisors/sponsors will implement a logistically possible plan to contact a limited number of students in person. How students are selected for direct contact will be at the discretion of the supervisor/sponsor.

6. Unless specifically a requirement of a class, students shall voluntarily participate in such travel without receiving educational credit from the Columbus Public Schools for their participation.

7. Unless specifically a requirement of a class, class time shall not be used for planning or organizing such activities. This does not, however, prohibit brief initial announcements, interest assessment, or providing printed information about the travel opportunity through bulletins or postings approved by the building principal.

8. Each student who travels must have written parental consent, and parents must be notified well in advance about travel arrangements prior to the trip. Such parental notification, however, shall not be initiated before obtaining Board of Education approval. In addition, unless specified otherwise by the Superintendent

Regulations for Domestic and Foreign Travel, Continued

upon the recommendation of the lead sponsor and the building principal, only students in good standing academically ("on track" to be promoted or to graduate on time and a grade point average of C or higher in the class associated with the trip) and in good standing behaviorally (no prior school incidents involving alcohol use, drug use, or incidents involving long-term suspension and/or expulsion) shall be eligible for domestic or foreign travel.

9. Alcohol use, drug use, or other activities that place the student, other students, supervisors/sponsors, the public, or property at the risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

10. Students, teachers, and the building principal will evaluate each field trip. A brief, written evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the building principal.

Non-School Sponsored Travel

On occasion, students have the opportunity to participate in trips that appear to have a connection to the District and outside the regular school calendar, but which in fact are not school-sponsored. Some examples: (1) travel with a club sport team, even though the club team may be coached by our high school coach; (2) a band traveling to an out-of-state band contest that is arranged by a Booster Club; and (3) a foreign language teacher taking students abroad during the summer.

These opportunities are often worthwhile and beneficial to students. The message we want to make clear, however, is that these opportunities are not school-sponsored activities. All arrangements for such trips, including costs, travel, supervision, and safety are the responsibility of the group or person making the trip available to students. Columbus Public Schools has no responsibility for such trips. Anyone who is uncertain as to whether or not a particular opportunity is school-sponsored should contact the Superintendent, building principal, or Athletic Director.

Every effort should be made to restrict summer travel to in-state camps and competitions. Special circumstances may arise where an event or opportunity for students is not offered within the state for certain activities. Under these circumstances travel should be limited to a radius of 250 miles from Columbus.

Regulation
Adopted: 8/10/09
Revised: 6/13/11

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska
Reviewed: 6/13/11

MEDIA RELATIONS

The Board recognizes the value of and supports open, fair and honest communication with the news media. The board will maintain a cooperative relationship with the news media. As part of this cooperative relationship, the board and the media will develop a means for sharing information while respecting each party's limitations.

Members of the news media are encouraged and welcome to attend open board meetings. The board president shall be the spokesperson for the board, and the superintendent shall be the spokesperson for the school district. It shall be the responsibility of the board president and superintendent to respond to inquiries from the news media about the school district.

Members of the news media seeking information about the school district shall direct their inquiries to the superintendent. The superintendent shall accurately and objectively provide the facts and board positions in response to inquiries from the news media about the school district.

Columbus Public Schools
Media Guidelines

All credentials must be worn and displayed at all times and are only to be used by full-time and/or significant part-time employees. Those employees must be in a legitimate working capacity. Columbus Public Schools (CPS) media credentials are not for the use of children, sponsors, friends, family, spouses, parents or other individuals not representing a legitimate media outlet. Members of the media not abiding by the guidelines will have credentials reviewed for the future.

GENERAL MEDIA GUIDELINES FOR ALL CPS SITES

Admission: Media **must show & display** CPS issued media credentials for free admission and media access to CPS facilities check-In: All media must first contact the CPS Marketing & Communications Director, Nicole Anderson at 402-563-7000 x 12847 or andersonn@discoverers.org . She will work with you to get in contact with the appropriate individuals and groups. Upon approval, at each school site you will check in at the office and or table upon entrance to sign in.

Classroom Access/Floor Access/Credentials/Photography: ALL media members on the floor during games or in a CPS facility will be REQUIRED to show & display CPS media credentials. Photographers are asked to be conscious of their surroundings when shooting photos. Cooperation with CPS staff is required.

Conduct/Etiquette: As members of the media, you are representing your media organization. Team attire (i.e. booster buttons, school team shirts, etc.) will not be permitted by members of the media. At competitive events, cheering toward a specific school or participant will not be allowed. Our goal is to maintain equity in the school environment.

Interviews: Interviews will be scheduled through the Director of Marketing & Communications, Nicole Anderson. She can be reached at 402-563-7000 x 12847 or andersonn@discoverers.org. *Exception:* At athletic events, any pre or postgame interviews are at the discretion of the Athletic Director and coaches. **No interviews will be conducted on the playing surface.** Please move to the nearest open space away from the playing surface, particularly when another game will follow.

Questions may be directed to Nicole Anderson at 402-563-7000x12847 or andersonn@discoverers.org. During athletic events questions can always be directed to the onsite Athletics or Activities Director at each respective site.

Media Representatives:

Columbus Public Schools (CPS) respects and acknowledges the responsibilities of news media representatives in covering and reporting from Columbus Public Schools sites and events. We realize and appreciate the interest and promotion generated by media coverage and the recognition given to the achievements of the schools, staff and students. Therefore, CPS has established guidelines for media operations with the requesting/issuing of working media credentials, the use of equipment by news gathering media and CPS property rights.

The CPS Guidelines is produced to inform statewide media of the CPS policies in effect for all schoolwide activities and to assist members of the media in providing comprehensive coverage to their communities. All members of the media are responsible for review the policies. Policies contained in this guide refer to television, radio, print and internet-based media.

CPS Media Pass request form may be found at

<https://www.columbuspublicschools.org/media-requests-and-information>

For more information, please contact:

Nicole Anderson

Marketing & Communications Director

Columbus Public Schools

2508 27th St

Columbus, NE 68601

Phone: 402-563-7000 x 12847

Email: andersonn@discoverers.org

Board Retreat 2019
Monday, August 5, 2019 5:00 PM Central

Dusters Restaurant, 2804 13th Street,
Columbus, NE 68601
2508 27th Street
Columbus, NE 68601

Candace Becher: Present
Mike Goos: Absent
Michael Jeffries: Present
Doug Molczyk: Absent
Theresa Seipel: Present
Douglas Willoughby: Present

Present: 4, Absent: 2.

I. Board Meeting

I.A. Call to Order

The meeting was called to order at 5:09 p.m.

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Mission Statement

Candy Becher read the mission statement.

I.F. Opportunity for Public to be Heard

No one spoke to the board.

I.G. Board Special Functions

I.G.1. Strategic Plan Updates

Amy Romshek

Strategic Plan 1 - Student achievement and making sure our students are prepared and ready after CPS. Academic Goal is difficult because there are so many different measures.

1. 100 percent of all students attend preschool and show growth - Romshek said the district has only been tracking this for three years. She said 96 percent of students in CPS preschool hit proficiency or above in all six categories. Romshek said the preschool students are doing well.

2. 100 percent of students are on track to graduate; Our percentages need to improve in math and reading. New assessment scores have fell.
3. 100 percent of student on track with college and career readiness - Most of our students are involved in at least one of the data points. CPS needs to better explain the programs of studies with their interest.
4. 100 percent of teachers competent with Super 7 instructional elements. Now tracking this area to show how teachers are improving.
5. 100 percent of teachers show evidence of technology integration. We want students to be creating things with their device and not just taking notes. We want to get away from level I and be more on level 2 and 3.

The hope is that the radar chart moves outward. It can all be on one sheet of paper and it is a little easier to track. This next year we will continue to work through these and early childhood. Tracking SAMR model getting to higher level. Once we receive the state scores, Dr. Romshek will share with the board.

Next year the district will continue to work through these goals, and there are big plans for early childhood. Romshek said CHS is requesting STEM academy status for the courses being offered. Another instructional element will be added. Romshek said a key part was identifying perfect and the percentages of where students are so administration can look at where the gap is. Romshek said ideally students should be interested in more than one in the college and career readiness area. Romshek said once she receives the state scores, she will share them with the board.

Jason Harris

Strategic Plan 2 -

1. 100 percent of students in crisis to receive services in an effective time frame - how response is a little different for each student and what we will do. That will give us a better idea to how well we respond to a student in crisis.
2. 100 percent of students to meet the attendance standard of 9 absences or less a year. We average in the Low to mid 70's in percentages. Last year went down a little bit it was 71 percent. The tardies are what adds up to make those absences. At elementary so many tardies equal an absence. The attendance monitor makes morning calls to families when taken; home visits, help families find a support system and incentives through community partners.
3. 100 percent of students have 0 to 1 office referral per year - 76 percent one referral or less. What was decided the last couple of years what is a referral. The state will become

more consistent over time. Strategies will be well managed classroom and BIST. For this year, crisis protocol is being used to gather baseline data; attendance will continue and we will continue to use well managed classroom.

Three hundred and eleven early childhood surveys written in English have been completed and three in Spanish have been completed. High income residents are responding. Will distribute to preschool home visits with parents, ECDHD and in-home daycare providers. We will contact Centro Hispano as well. Only pushed out through facebook and will be email to all families. There are students walking in our halls who say that I could see that kid doing something. Attendance and school there is a high correlation for success. Office referrals what is your standard of behavior. Anyone can take the survey.

Strategic Plan 3 - Student enrollment, academic and career programs will drive district facility needs. General fund, part bond and part special building fund has been used to meet these needs. There were a number of things accomplished a new HVAC chiller towers at EM, security cameras, south portion of Kramer knocked down, There was a whole variety of things that came through. What is remaining. remodeling east and north section of Kramer for administration and training, contribution to ice house, added in February Kramer Ed Center Pre-K facility. Need to wait for study and development for entire scope and program. two or three years down the road, there are a variety of things.

Lost Creek ran into problems on the south side of LC with contractors. We did the most important first six classroom from there will finish carpeting and ceiling tiles. Cameras all complete in every building same using the same system, same controls. Everything in the future will follow in the same step. There will always be fixes because of electronics but everything is working now. Emerson HVAC chill tower issue with TRANE has been solved . High school islands have been concreted and are thrilled with getting rid rocks. Put in some area drains on south side of Kramer so won't have much for change when adding onto building. First of September do final seeding of the dirt because we don't know when we will be moving to the next step. Centennial fire alarm issue be resolved, touch panel must be brought up to latest fire codes. Going to same system at West Park, CMS and CHS, Fireguard cost is \$36,000 but will be less for now. Assistant fire Marshall must get testing done. If not done when students come back we must hire a fire walker.

I.G.2. Marketing and Branding Presentation

Nicole - We have been working with Clark Creative Group since March/April. Kept the "C" logo as close as we can and if Bears come back on us we are far enough away. Little round and thicker on the bottom. The "C" is pretty much done for any uniforms coming out. Moved to a ship that is sleeker and can embroider much easier. Still working on the compass and anchor. There will be only one compass and make sure using standing compass and develop on standard anchor. District owns STEM graphics. There are some more things to go that haven't been develop yet. Next steps determine additional fonts allowed. Anchor logo is universal and the dos and don'ts of using brand will be developed. We will place on website logos that can be downloaded from for use and develop letterhead, envelopes, email signature templates, power point templates etc. Board will approve branding guide when finished. Could make change to new logo and branding and

must replace. Take logo approved by school board and how can change and add to it. There is a fine line that it must be consistent when using logo. Theresa still wants them to have some individuality. Can use discoverer without C or Discoverer. Candy we need flexibility. Theresa people will stop doing shirts if they all look the same. Board will determine how strict or how loose it will be. There will be examples and stuff.

I.G.3. Building Goals Presentations

Centennial - Principal Andy Luebbe said they want to honor the growth the kids made. Each grade level created a hypothesis for first and second semester on things they wanted to work on. Kindergarten and third grade made gains in reading from the beginning of the year to the end of the year. Luebbe said the idea is for these teachers to share what they did. In DIBELS, kindergarten, first, and fourth had gains while second grade decreased. He said the staff need to look at what could be done to help second grade. Luebbe said staff is also looking to change DIBELS and move from a more composite to individual scores and adding an instructional piece. Some of the things that were talked about changing was to use a learning continuum when lesson planning; and teachers setting goals with students before each assessment. Luebbe said the classroom data is what needs to be dug into and find the root cause. From this, the hypothesis can be developed.

Emerson - Principal Angie Luebbe said the K-2 goal is 100 percent of students will meet the grade level data. She said the staff have been looking at what is causing the gap. Some of the things that could factor into the gap include: iPad devices were new to students; students did not have an understanding of the MAP assessment; MAP assessments were new to kindergarten and first grade teachers; some students were not using best test taking skills such as clicking through their test and not knowing how use the tools to answer the questions. Luebbe said teachers need to develop procedures for MAP testing. K-2 teachers and specialists sought training to learn how to use the MAP results. This way they can learn more about the assessment reports and goal setting. Teachers looked at stand data and work with their students to set goals and strand data guided teachers for differentiated instruction so targeted skills can be practiced. Students also did practice tests to improve test taking skills such as process of elimination and listened to the whole questions before trying to answer. Another goal was 100 percent of teachers use the SAMR model. Mrs. Luebbe said the idea is to move to creating and evaluating. She said this is the first time the teachers collected data. Teachers started tracking targeted skills. Moving forward they plan to dig deeper and find root causes. She said they want to become MAP data experts so a plan can be developed to set a goal for our students. Mike Jeffries said he would like to see hypothesis and what the data reveals. Candy Becher said sometimes in education it takes more than one year to find out the root

causes. Dr. Loeffelholz said the staff needs to focus on things to make sure the kids get better.

Lost Creek worked on behavior. The goal was to be perfect with 0-1 referrals. Principal JP Holys said last year there was 51 referrals by Oct. 31. Some of the causes include: inconsistent expectations, lack of student skills, toxic stress, lack of respect for authority and student role awareness. Solutions include: all staff following similar procedures with all students. Hypothesis involved using well managed classrooms, expectation stations and the BIST process to raise student success and close the gap. Some other ideas include how to test, BIST radar and bar charts are reviewed with staff, internalizing and externalizing survey screeners. Formative teachers have also reviewed and utilized behavior tracking sheets summative BIST radar and charts were updated weekly and updated at end of year as well. Holys said some things worked and some things did not. Strategies included: using a BIST Consultant; BIST vision team meetings; reinforcing well managed classroom model; and conducting expectation stations. If these things are done, office referrals should drop; students will display skills that reflect the value of education by being consistently safe, responsible, and respectful; and staff will follow consistent procedures. Holys said ongoing training and professional development will be done with staff. He said the next steps will be to continue regular meetings with the BIST team. Holys said a lot of staff attended BIST training to get on the same page and use the same vocabulary. The Eagle time schedule is to reinforce skills in a cross-grade level setting. Holys said staff will track progress and reimplementing the behavior program. There are still some gaps and more work need to be done on an academic goal

North Park - Principal Bob Hausmann said his staff last year in grades kindergarten through second had similar goals with both wanting to show growth in phonics, accuracy and fluency at end of each quarter. He said they used WIN time to ensure that each child mastered the skills. Kindergarten accomplished the goal set. Each team went through this process. Hausmann said next year there will be a pre and posttest to show individual growth. First grade also showed growth. Teachers found there were things they liked and worked well, and they also plan to do a pre and posttest as well. Second grade met their goal and focused on skills. The third and fourth grades goal was to show growth in the area of algebraic concepts. Hausmann said they were trying to find ways to go above what is typically taught in those areas. The computer program IXL can pinpoint skills for students to work on. He said the staff is trying to find creative ways to get to other students as well. Hausmann said IXL was a very good tool because it can pinpoint specific skills. Kids that are advanced can keep going and kids struggling can go at their level. Hausmann said last year there were 36 kids that tested out of the English Learner program, which

was the most ever. He said they came in not speaking English at all.

West Park - Principal Paula Lawrence said the staff are building ideas of areas to focus on. The goal for kindergarten is to be average or above on number sense. She said there was a group of kids who didn't meet the winter goal and adjustments had to be made to meet the spring goal. Kindergarten is also continuing working on calendar time and adjusted assessment. First grade is approaching students who are not making adequate growth in reading. There were 67 percent of the students who were average or above in vocabulary and 69 percent in fall scored average or above in concepts of print. The teachers are using appropriate pace and repetition of skills as needed for each group, as well as monitoring weekly communication. With these adjustments, vocabulary grew to 74 percent at average or above but concepts of print did not see the growth, and it decreased to 62 percent. Lawrence said the teachers felt they could better meet the needs of each group. She said they want to do a three-group rotation during part of the reading block and do additional reading time. There were 55 percent at average or above and on the subtest information text main idea with supporting text and 58 percent of the students scored average or above on the subtest reading characteristics of informational text. In the spring, information text main idea with supporting text grew to 71 percent, and reading characteristics of information text also grew to 71 percent. In second grade, they are continuing to use math data to show the greatest need. In third grade, 62 percent of students met the RIT goal in the area of math on the NWEA fall assessment. They are working on a combination of skills and students did not show much growth but went from 62 to 61 percent. The third-grade teachers felt they were too broad and needed to narrow down the focus and address specific skills to focus on. At fourth grade, NWEA and NSCAS scores showed students were struggling most in algebra concepts. The teachers decided to give all students 20 minutes of math review daily. The students were also given practice math fact fluency which could be done at home. The teachers were also increasing math vocabulary. In the spring, students went from 69 percent to 71 percent being at average or above in algebraic concepts. Lawrence said they continue to use math data.

CMS' vision is Discoverer Way a culture of learning for all. Principal Amy Haynes said everything is tied to data. She said they wanted a school goal everyone could tie into. Haynes said the goals are to get closer to perfect, 100 percent, in reading and math; be at level 3 on proficiency scales in all areas; and missing nine or fewer days. Haynes said there are some bright spots and areas for growth. Math was not an area of growth in fifth grade and seventh grades. Haynes said there are some things that need to be worked on. She said they have 85 percent who have 0 to no referrals, and they would like to increase students in activities. Haynes said it

has been challenging to determine gaps and root causes. She said when examining the referral data, half of the referrals come from three categories and are very low-level things. She said they have been using BIST and culture to try to improve on those categories.

Haynes said for the reading smart goal, each grade looked at a different area. There were also smart goals in math, science and social studies. Haynes said science has new standards and diagrams. Exploratory classes also had smart goals, but they want 100 percent in level 3. Haynes said the entire school focused on reading and math because staff realized that the goals were not where they should be for the fourth quarter. There were mini smart goals and minimum expectations that focused on specific areas. She said the boot camp gave a lot of information for this year. Haynes said they had strategic math training for staff this year. Haynes said they have defined what they will start with next year; focus on data (the right data); select one strategy and test it for a period of time; continue to publicly display data and find more ways to celebrate successes.

CHS - CHS Principal Dave Hiebner said the ACT is a life changing test because it can mean money to help pay for school. Hiebner said the ACT is more than just a high school test, so they are blending in data from the district. Perkins CTE program concentrators are 63.8 percent proficient in reading and in math 73.0 proficient. He said they are trying to find out what causes the gaps. These could be caused by many things such as students performing less than proficient in math computation skills; math reasoning skills; reading comprehension skills; lack of content foundational skills in English, grammar and math; lack of alignment with the types of problems assigned MAPs and ACT; failure to include MAPs and Act assessments items as examples throughout the year to measure students' progress on goals. Hiebner said each department created hypothesis and their own test. He said the next steps in the improvement process will be each department continuing to work on the data hypothesis implementation. CHS will also create a schedule timeline for PLC departments for data analysis strategy implementation, root cause analysis and result reflection. Hiebner said staff need to dig deeper on the plan.

Dr. Loeffelholz recognized principals for digging into the data. He said the district staff needs to be intentional on what they need to work on. Dr. Loeffelholz said the entire district plays a role in the ACT score. He said there has been a gap in some places. The Perkins concentrator piece is important because these are the skills employers need.

The Building and Sites Committee met a couple of times to discuss the Kramer Education Center. Executive Director of Operations and Technology Leonard Kwapnioski said this cannot happen until the district determines what the program will definitely be. He said the district is currently gathering information on preschool, daycare and needs of businesses, and it doesn't make sense to do any planning on number of rooms needed until the information is collected. Kwapnioski said when the data is received, the district will be able to move forward. He said the board must determine what is the goal and what is potential timeline for the next 10 months.

Candy Becher said one of board's major goals is to have preschool, and what it entails to find out if all students are ready for school. Those who are not ready for school are at a huge disadvantage. Becher said the district needs to level the playing field. Dr. Loeffelholz said the survey will show the administration what the public needs for childcare. Theresa Seipel said she wants to present the results to community, so they can get on board with what is needed. She said survey results are needed to show people that the board is listening to the community.

Executive Director of Student Services Jason Harris said the surveys will be at open houses. He said they are trying to find a way to get to the people. Head Start and United Way are helping to get the survey to people. Harris said Head Start is willing to help because they lost a classroom, and this impacted CPS families because there is less room. The childcare providers are helping because they are full and have no room. When school is not in session, there is no place to drop off children. Harris said there is not drop in for childcare right now. Those are all things we have to look at. Dr. Loeffelholz said once the data is collected, the district will publish it in the Telegram and social media and other places. He said the next step will then be to hold round tables discussions similar to what was done for the bond issue. Dr. Loeffelholz said the district needs to identify which people would be good at the round table discussion. He said there will be two or three held. Once the people are there, they will be split into smaller groups to make recommendations. Dr. Loeffelholz said the plan is to ask people's permission to move forward with the project. Candy Becher asked what will the district do if the data comes back and says people don't want or need it. Mike Jeffries said he doesn't think 100 percent of the kids need to go through CPS, but they do need to go through preschool. He wanted to know why parents were not sending their children to preschool. Harris said all kindergarten parents were asked these questions when they registered their children for school. Many said they didn't send them because of cost, and CPS was full. He said many parents also waited because they couldn't afford private preschool, and by the time they were notified there was no room anywhere else. Theresa Seipel said the community needs to be shown why this important. The board felt it would be good to know what preschool the child attended because people call a babysitter a preschool when it is

not. Mike Jeffries wanted to compare the kids who went through preschool and those who did not performed academically. Theresa Seipel said it would be nice to have more than one year of data. She said this will give evidence of the problem if there is more than one year. A suggestion was made to have the first-grade teacher have a script to read to collect more information about the preschools attended, and this would give another year of data. It was decided to collect another year of data comparing students who attended preschool and those who did not. Harris said this year there are 50 on the waiting list with 15 of those who completed the application before the deadline.

I.G.5. Growing Student Population

There are 400 new houses projected to be added in Columbus the next five years. Dr. Loeffelholz said CPS gets 67 percent of all kindergartners who are kindergartners age. He said the legislature has given school districts the opportunity to set up a non-profit corporation. This will allow the district to borrow money over a 7-year period and pay it off. With more than 400 kids, another elementary may need to be built or current buildings added on to. Dr. Loeffelholz said the district could do additions to buildings as a nonprofit corporation. In past, these types of projects were paid out of cash reserves. The current general fund levy \$1.01 and 4 cents in building and sites fund. The first steps are getting the survey results back and getting kindergarten data at the beginning of year. The administration will need help from the kindergarten and first grade teachers. Dr. Loeffelholz said the board will need to look at data and determine what to do next. He said as soon as the district gets the results, things need to move forward.

Dr. Loeffelholz said what if the district needs to build another elementary? What does it look like and do we need to start that now? In the past 10 years, the district has grown by over 300 students, which is a grade level. Dr. Loeffelholz said the high school could be added on to if needed. He said the parochial schools have also lost 40 students, and their numbers continue to go down. He said CPS also has more families moving into the district. Dr. Loeffelholz said the district needs to start planning for future growth. Lost Creek could go to a four-section school and North Park could go to four sections. Dr. Loeffelholz said the district could also look for land to the north. He said the board needs to have that conversation to find out where to go. Kwapnioski said everything is centered around the parkway. He said if students are required to start crossing major arteries, they will want a walking bridge. Dr. Loeffelholz said the district can't wait to start this planning process, and it needs to be started now. He said some things need to be put in place.

I.G.6. Board/Superintendent Goals

The board will talk about this at the next meeting. Dr. Loeffelholz said he needs to know which NASB Regional meeting the board wants to attend so they can get registered. The meetings are on August 21

in Fremont, September 4 in York and Sept. 25 in Norfolk. Dr. Loeffelholz asked if the board members were planning to come to the convocation on Friday. Doug Willoughby will attend and Candy Becher will be there for the meeting but not the lunch. Dr. Loeffelholz will check with Mike Goos. Candy Becher and Theresa Seipel will be going to the meeting on Sept. 25.

II. Adjourn

The board adjourned at 9:20 p.m.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the School Board Retreat of Monday, August 5, 2019.

President

Secretary

Regular Meeting
Monday, July 15, 2019 5:30 PM Central

Columbus Public Schools Administration
Building, 2508 27th Street
Columbus, NE 68601

Candace Becher: Present
Mike Goos: Present
Michael Jeffries: Present
Doug Molczyk: Present
Theresa Seipel: Absent
Douglas Willoughby: Present
Present: 5, Absent: 1.

Doug Molczyk: Absent
Present: 4, Absent: 2.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board
Theresa Seipel was excused.

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Mission Statement
Doug Willoughby read the Mission Statement.

I.F. Opportunity for Public to be Heard
No one spoke to the board.

I.G. Adjourn
Motion to adjourn regular meeting to begin special hearing. Passed with a motion by Doug Molczyk and a second by Mike Goos.
Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

I.H. Hearings

I.I. Special hearing for the purpose of receiving public input on Columbus Public Schools' Student Fees Policy -Policy 504.18, Regulation 504.18R1, and Exhibit 504.18E1
Motion to adjourn Special Hearing to return to regular meeting. Passed with a motion by Mike Goos and a second by Doug Molczyk.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea,
Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Information regarding student fees was discussed.

I.J. Board Special Functions

I.J.1. CHS Student Handbook 2019-2020

The Superintendent recommends the Board approve the CHS Student Handbook 2019-2020, as submitted. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea,
Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

CHS Assistant Principal Angela Leifeld said there were only a few minor changes. She said one of the changes is requiring parents to pick up a contraband item (cell phone). If the student is a repeat violator, the item may be held until the end of school or turned over to law enforcement. There have been some issues with students recording on a phone without the other person's permission. Leifeld said this is an issue if it is disrupting the classroom or used as bullying. Dr. Loeffelholz said public domain is different, and photos and videos can be done without getting permission from all people. Regulations addressing vaping were added under tobacco because of problems in the past. Leifeld said information regarding graduation is now being included in the handbook, so parents and students have more avenues to be informed.

I.J.2. CHS 2019-2020 Activities Handbook

The Superintendent recommends the Board approve the CHS 2019-2020 Activities Handbook, as submitted. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea,
Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

CHS Activities Director Tim Kwapnioski said there were only a few grammatical changes made to the handbook this year.

I.J.3. CHS Fees and Admission Prices for 2019-2020

The Superintendent recommends the Board approve the CHS Fees and Admission Prices for 2019-2020, as submitted. Passed with a motion by Doug Molczyk and a second by Mike Goos.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea,
Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

The CHS fees and admission pricing will not change for next year.

I.J.4. CMS Student Handbook 2019-2020

The Superintendent recommends the board approve the CMS Student Handbook, as submitted. Passed with a motion by Doug Molczyk and a second by Douglas Willoughby.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

CMS Assistant Principal Jordon Anderson said, CMS is now requiring that a parent pick up a contraband item especially if the student has been in violation in the past. CMS is also following the high school in terms of addressing inhalants. Anderson said changes were made in the Asthma protocol based off of state laws. He said the ala cart menu has now been changed to include some healthier options

I.J.5. CMS Course Descriptions Catalog

The Superintendent recommends that the Board approve the CMS Course Descriptions Catalog, as submitted. Passed with a motion by Mike Goos and a second by Michael Jeffries.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

CMS Principal Amy Haynes said there were minor name changes or adding more descriptions for the courses.

I.J.6. Field Trip or Excursion Approval Form

The Superintendent recommends that the Board approve the Discoverer Marching Band Trip to Orlando in December 2020. Passed with a motion by Douglas Willoughby and a second by Doug Molczyk.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Superintendent Dr. Troy Loeffelholz said this is the trip the marching band takes every three - four years. In December of 2020, they will be going to the Camping World Bowl in Orlando, FL. He said groups must request to start fundraising a year in advance.

I.J.7. First Reading of Policy 203.06 Board Committees

The Superintendent recommends that the Board approve the First Reading of Policy 203.06 Board Committees, as submitted. Passed with a motion by Mike Goos and a second by Douglas Willoughby.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Dr. Loeffelholz said the committees were updated. He said if there are any questions or changes, there is still one more reading left.

I.J.8. First Reading of Policy 502.01 Resident Students

The Superintendent recommends that the Board approve the First Reading of Policy 502.01 Resident Students, as submitted. Passed with a motion by Douglas Willoughby and a second by Mike Goos.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Dr. Loeffelholz said this policy defines a resident student. He said once they live within school boundaries, CPS must take them into the district.

I.J.9. Third and Final Reading of Policy 507.02 Student Directory Information

The Superintendent recommends that the Board approve the Third and Final Reading of Policy 507.02 Student Directory Information, as submitted. Passed with a motion by Michael Jeffryes and a second by Douglas Willoughby.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Board member Candy Becher said this policy really clarifies things.

I.J.10. Total Package Increase of 3.5% for Administrators

The Superintendent recommends that the Board approve the Total Package Increase of 3.5% for Administrators. Passed with a motion by Doug Molczyk and a second by Mike Goos.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Executive Director of Business Operations and Human Relations Dave Melick said the 3.5 percent administrators total package increase is in response to the change in the teacher's contract.

I.J.11. Approval of a Recommendation by the Board Personnel Committee of a Total Compensation Increase of 3.63% for Troy Loeffelholz, Superintendent

The CPS Board Personnel Committee recommends that the Total Compensation Increase of 3.63% for Troy Loeffelholz, Superintendent, be approved as submitted. Passed with a motion by Doug Molczyk and a second by Douglas Willoughby.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Board Member Doug Willoughby, personnel committee member met with Mr. Melick and Mrs. Seipel to look at Dr. Loeffelholz's raise. He said the superintendent's raise has been about \$7,000 for the last three years. Willoughby said this year the committee decided on a \$9,000 raise because that seemed fair when compared to comparable districts like Norfolk and Kearney. He said the committee also increased Dr. Loeffelholz's vacation days from 20 to 25 because that had remained the same for the entire time he has been at CPS.

I.K. Items to be removed from the Consent Agenda

Motion to remove M4b. Passed with a motion by Mike Goos and a second by Michael Jeffryes.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Doug Molczyk left the meeting at 6:12 p.m.

I.L. Consent Agenda

Motion to approve the Consent Agenda. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Motion to approve the consent agenda. Passed with a motion by Michael Jeffryes and a second by Candace Becher.

Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

I.L.1. Approval of Minutes

I.L.2. Financial Reports M2, M3, M4a

RVW was paid \$19,580.26 for work done at the Kramer Education Center. Melick reminded the board this is the last state aid payment for the fiscal year because no payment will be made in August. Apple Inc was paid \$5,880 for the purchase of 20 iPads. Fireguard was paid 10,928.50 for checking the fire equipment in the buildings. Textbook Warehouse was paid \$17,275.75 for the purchasing of math books.

I.L.3. Financial Report M4b

Seipel Repair was paid \$162.05 for van repair and oil changes

I.L.4. Financial Report M5

Some of the expenses paid were for 14 days of math coaching, 3D printers for CMS that were donated by Behlen Mfg., and the school will be reimbursed by the Foundation and Home Depot for paper supplies.

I.L.5. Certified Personnel

There are two new hirers. Jacyn Long will be an additional consumer science teacher at CHS. She will not be starting until the second semester because she is finishing student teaching. Candy Becher asked if there will be a room for her to teach in, and Leifeld said there is currently a consumer science classroom and early childhood so both of these rooms will be used now.

I.L.6. Classified Personnel

There were three new hires and two resignations.

I.L.7. Professional Travel

Dr. Loeffelholz said there will be more travel next month. He said Administrator Days is being moved from Kearney to Lincoln because of the flooding.

I.M. Acceptance of Gifts/Donations

The Superintendent recommends that the Board accept the attached gifts/donations.

Passed with a motion by Michael Jeffryes and a second by Mike Goos.

Doug Molczyk: Absent, Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

CPS Foundation and the umbrella organizations gave back to the district \$61,110.64 for the month of June. Dr. Loeffelholz said the Foundation is once again going to have a record year.

I.N. Business Operations and Human Relations

I.N.1. Administrative Functions

I.N.1.1. Increase of Base Salary to \$38,000.00/Total Package Increase of 3.81% for Teachers

The Superintendent recommends that the Board approve the base salary increase to \$38,000.00/total package increase of 3.81% for Teachers. Passed with a motion by Douglas Willoughby and a second by Mike Goos.

Doug Molczyk: Absent, Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

Melick said the district and CEA approved a two-year package which include 2018-19 and 2019-20. However, if state aid went up more than 10 percent, it was agreed that the base salary would increase. Melick said a comparability study was done, and it was decided to increase the base pay from \$37,700 to \$38,000. This means the percentage increase changed from 3.31 percent to 3.81 percent.

I.N.1.2. Classified Compensation Increase of 4.0%

The Superintendent recommends that the Board approve the Classified Compensation Increase of 4.0%. Passed with a motion by Mike Goos and a second by Michael Jeffryes.

Doug Molczyk: Absent, Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

Melick said two months ago the board approved a 3.5 percent total increase for classified staff. He said when the teacher's salary was increased, they also looked at the classified salary as well. Melick said the change will increase to a 4 percent total increase for the upcoming school year. Board member Doug Willoughby said he feels this is a good faith increase. Board member Candy Becher said the classified staff does so much for district that the board is not going to leave them behind.

I.N.1.3. Recommendation of \$5.00 Pay Increase for Substitute Teachers

The Superintendent recommends that the Board approve the recommendation of a \$5.00 Pay Increase for Substitute Teachers for 2019-2020. Passed with a motion by Douglas Willoughby and a second by Mike Goos.

Doug Molczyk: Absent, Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Melick said Columbus is competing with Lakeview and Schuyler for subs and the district must stay competitive.

I.N.2. Updates

There were no updates.

I.O. Buildings & Sites/Technology

I.O.1. Administrative Functions

I.O.2. Updates

Executive Director of the Technology and Operations Leonard Kwapnioski said the trees will be finished being removed from CHS tomorrow. He said all islands are complete, and the trees were relocated on the property.

At Lost Creek all that is left is carpeting and finishing the ceiling tile. He said the e-rate reimbursement is 90 percent complete. From the safety and security list the only thing left is to get the maintenance gate working. The West Park portable has been sold and should be moved soon. He said the portable has started to deteriorate because of the harsh winter.

There are some drainage issues at the Kramer Education Center on the south side. Kwapnioski said a drainage system is needed, and it will be put far enough out to not interfere with future building of the site.

I.P. Curriculum and Instruction

I.P.1. Administrative Functions

I.P.1.1. Reestablishing the Entrepreneurship Course/Replacing Management and Leadership

The Superintendent recommends that the Board approve the Reestablishment of the Entrepreneurship Course/Replacing Management and Leadership Course. Passed with a motion by Mike Goos and a second by Douglas Willoughby.

Doug Molczyk: Absent, Theresa Seipel: Absent, Candace Becher: Yea, Mike Goos: Yea, Michael Jeffryes: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Executive Director of Curriculum and Instruction Amy Romshek said an entrepreneurship class was at CHS seven or eight years ago, but was eliminated to bring in a management and leadership course. She said now the entrepreneurship class is being brought back. She said in the future, the district could be positioned to give students the opportunity to take a certification assessment and get a certification in entrepreneurship. Romshek said there

will be nine units of study, and Kris Wurtz will be teaching the course. The total cost of the books is \$2,245.

Romshek told the board Chemistry was a late add on, and the teachers liked the Inspired book but wanted to wait for the updated version of another book. She said the updated version came Friday and one chemistry teacher looked at it and the other will tomorrow. The teacher who looked at it didn't like because the book was weak in content and was not in support of that book. Romshek said she would like to get the book ordered so it will be here to start the school year. The total cost is \$29,580. Dr. Loeffelholz said if the other teacher likes the book, he will give Romshek approval to place the order and the board can approve it next month.

I.P.2. Updates

There were no updates given.

I.Q. Student Services

I.Q.1. Administrative Functions

I.Q.2. Updates

Executive Director of Student Services and Special Education Jason Harris said the Communities 4 Kids group met with the childcare providers to see what needs and potential partnerships could be established. The community childcare providers see the need for infant childcare. Another thing they talked about was there is not being enough childcare when CPS doesn't have school. Harris said these facilities are at capacity and can't take any more children. They would like CPS to offer something during those breaks.

A survey will be released this week on July 17 and be open until August 18. Harris said even though the group is focused on Columbus proper, they still want to know what the surrounding communities think because many work here or send their children to school here. The survey addresses preschool, affordable childcare, nights needed as well as employer and business needs for childcare. He said there are 54 questions but part of the survey can be skipped if it doesn't apply. After August 18, Communities for Kids will come back with results, and CPS can move forward with roundtable discussions and visits to other sites. Harris said a good return would be 1/3 to 2/3 of the community for the survey. He said there will be people at Columbus Days encouraging people to take the survey. He said teachers are also informing people, the link will be posted on social media, and there is a core team it help inform people such as the Columbus Area Chamber of Commerce and United Way.

I.R. Superintendent's Report

The regional meetings for NSAB are set with the last one being in Norfolk on Sept. 25. There is one in Fremont on August 21. Dr. Loeffelholz said he will email the board the list of dates

with the closest being Norfolk, Fremont and York. The Board retreat is August 5 at 5 p.m., and the location is yet to be determined. Dr. Loeffelholz said he will email the social media policy and guidelines to the committee to look at. He said the ACLU has requested six things they want from the district. Dr. Loeffelholz said the first thing the district is going to do is ask the definition of sex education. He said CPS does not have a sex education course, and that information is taught through science or health classes. He said the district won't respond until Sept. 20. Dr. Loeffelholz said CPS is not the only one to get the request. He said NDE is going to be looking at sex ed as part of health curriculum, and he thinks the ACLU wants to be a part of creating the standards

I.S. Board Sharing

Mike Goos asked if animal science was a course CHS was considering offering in the future. Romshek said she hopes so. Romshek said there is a teacher at CHS that teaches an animal behavior course. The teacher has an agriculture background and wants to bring in some of these courses of study to CHS. He also wants to look at what other schools are doing. Romshek said there is potential to connect these courses to others already in existence. She said this teacher feels there is a lot of interest in these types of classes. Dr. Loeffelholz said there have been several students move to Lakeview to be in the FFA program. Romshek said Lakeview would be a good partner. Mike Jeffryes questioned why more CHS students are not taking business classes. He said when he was in school, he took accounting and other classes, but the kids don't have the drive to do this. Dr. Loeffelholz said it might help if there was a career path for business similar to STEM. He said the high school counselors work with students on a four-year plan to gain an understanding of what the students want to do. He said the four-year plan will help a lot. Doug Willoughby welcomed Tim Kwapnioski and told him it is nice to have him back at CPS. Kwapnioski said he spent last week and all of today meeting with coaches and sponsors. He said it has been very good and exciting. Willoughby said he can't wait to meet Angie Luebbe as well. Dr. Loeffelholz said there are some new faces on the Administrative Team. The board decided to wait until August to discuss the superintendent's evaluation. Leonard Kwapnioski said the work on the anchor project is now completed except for the landscaping.

II. Executive Session

The board did not go into executive session.

III. Adjourn

The board adjourned at 7:03 p.m.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, July 15, 2019.

President

Secretary

DESCRIPTION	Beginning Balance	Month to Date Receipts	Month to Date Expenditures	End of Month Balance	YTD Balance Prior Year
Attachment M4a			\$ 3,079,787.16		
Attachment M4b			\$ 3,638.30		
Attachment M4c			\$ 190.00		
Attachment M5 (prior Bd Mtg)			\$ 285,709.27		
GEN FUND - GREAT PLAINS STATE BANK	\$ 7,533,745.16	\$ 431,337.39	\$ 3,369,324.73	\$ 4,595,757.82	\$ 5,820,973.48
Dividends		\$ 1,737.19	\$ -		
Management Fees			\$ 229.56		
Investment Loss		\$ -	\$ 937.49		
GENERAL FUND - FNB TRUST	\$ 916,993.40	\$ 1,737.19	\$ 1,167.05	\$ 917,563.54	\$ 1,847,359.28
PAYROLL - PINNACLE BANK	\$ 213,154.32	\$ 2,544,242.53	\$ 2,589,947.72	\$ 167,449.13	\$ 211,139.85
PAYFLEX - PINNACLE BANK	\$ 23,837.49	\$ 12,723.26	\$ 8,227.89	\$ 28,332.86	\$ 21,762.12
Scoreboard		\$ -			
Dividends		\$ 3,442.85			
Management Fees			\$ 392.75		
Investment Correction from June		\$ -	\$ 5,000.00		
DEPRECIATION - FNB	\$ 1,573,904.01	\$ 3,442.85	\$ 5,392.75	\$ 1,571,954.11	\$ 2,984,974.28
Administration	\$ 585,015.52	\$ 588.24	\$ 252,896.29	\$ 332,707.47	\$ 682,369.56
Middle School	\$ 66,784.27	\$ 557.08	\$ 3,628.39	\$ 63,712.96	\$ 53,741.25
High School	\$ 373,269.14	\$ 21,295.73	\$ 45,307.03	\$ 349,257.84	\$ 340,445.54
ACTIVITY FUNDS - COLUMBUS BANK	\$ 1,025,068.93	\$ 22,441.05	\$ 301,831.71	\$ 745,678.27	\$ 1,076,556.35
Student Meals		\$ 247.05			
Adult Summer Food		\$ 472.50			
Federal Reimbursement		\$ 16,271.14			
Interest Income		\$ 590.58			
Reimbursements/Refunds		\$ -			
NUTRITION FUND - CORNERSTONE BANK	\$ 245,908.96	\$ 17,581.27	\$ 29,167.76	\$ 234,322.47	\$ 168,163.17
Platte County Treasurer		\$ 41,905.35			
Butler County Treasurer		\$ 536.75			
Dividends		\$ 1,537.76			
Management Fees			\$ 497.87		
Investment Loss		\$ -	\$ 790.63		
BOND FUND - FNB	\$ 1,988,834.52	\$ 43,979.86	\$ 1,288.50	\$ 2,031,525.88	\$ 2,230,783.28
School District #1 Building Fund (Transfer)			\$ 100,000.00		
Dividends		\$ 1,139.36			
Management Fees			\$ 123.20		
Investment Loss			\$ 1,012.25		
SPECIAL BLDG FUND - FNB TRUST	\$ 492,155.67	\$ 1,139.36	\$ 101,135.45	\$ 392,159.58	\$ 473,363.23
Commonwealth Communications			\$ 96,215.70		
B-D Construction Inc			\$ 101,300.40		
RVW Inc.			\$ 7,892.50		
Stealth Broadband			\$ 2,370.00		
SPECIAL BLDG FUND - BANK OF THE VALLEY	\$ 178,669.35	\$ 8,256.55	\$ 207,778.60	\$ (20,852.70)	\$ 1,719,083.64

Columbus Public Schools
General Fund Revenue Detail
July 31, 2019

Attachment M3

1

Account Number	Description	Budget	Month to Date	Year To Date	Balance	Percent
01.1.11101.000.000	PERSONAL AND REAL PROPERTY TAX	(\$19,328,110.00)	(\$216,135.54)	(\$19,123,274.48)	(\$204,835.52)	98.94%
01.1.11151.000.000	CARLINE TAX REVENUE	(\$10,000.00)	\$0.00	(\$19,277.92)	\$9,277.92	192.78%
01.1.11201.000.000	PUB POWER DIST SALES TAX	(\$800,000.00)	\$0.00	\$0.00	(\$800,000.00)	0.00%
01.1.11251.000.000	MOTOR VEHICLE TAXES	(\$1,800,000.00)	(\$161,662.46)	(\$1,880,453.38)	\$80,453.38	104.47%
01.1.12301.000.000	TUITION-OTHER DIST-SPED	(\$150,000.00)	\$0.00	(\$126,495.25)	(\$23,504.75)	84.33%
01.1.14101.000.000	INTEREST	(\$75,000.00)	(\$14,529.08)	(\$100,847.07)	\$25,847.07	134.46%
01.1.16101.000.000	LOCAL LICENSE FEES	\$0.00	\$0.00	(\$11,335.00)	\$11,335.00	#DIV/0!
01.1.16201.000.000	POLICE COURT FINES	(\$15,000.00)	(\$47.82)	(\$5,393.42)	(\$9,606.58)	35.96%
01.1.19101.000.000	RENTAL FEE	(\$15,500.00)	\$0.00	\$0.00	(\$15,500.00)	0.00%
01.1.21101.000.000	COUNTY FINES & LIC FEES	(\$200,000.00)	(\$25,898.86)	(\$166,244.05)	(\$33,755.95)	83.12%
01.1.31101.000.000	STATE AID	(\$12,047,354.00)	\$0.00	(\$12,047,363.08)	\$9.08	100.00%
01.1.31201.000.000	SPED PROGRAMS	(\$2,000,000.00)	(\$788.13)	(\$2,017,504.82)	\$17,504.82	100.88%
01.1.31251.000.000	SPED TRANSPORTATION	(\$130,000.00)	\$0.00	(\$127,958.00)	(\$2,042.00)	98.43%
01.1.31351.000.000	HIGH ABILITY LEARNERS GRANT	(\$22,926.00)	\$0.00	(\$21,616.00)	(\$1,310.00)	94.29%
01.1.31551.000.000	TEXTBOOK LOAN	(\$26,489.00)	\$0.00	(\$28,357.55)	\$1,868.55	107.05%
01.1.31801.000.000	PRO-RATA MOTOR VEHICLE	(\$47,000.00)	\$0.00	(\$36,503.81)	(\$10,496.19)	77.67%
01.1.32001.000.000	STATE APPORTIONMENT	(\$600,000.00)	\$0.00	(\$598,613.68)	(\$1,386.32)	99.77%
01.1.33001.000.000	IN-LIEU-OF SCHOOL LAND TX	(\$12,000.00)	\$0.00	(\$1,382.48)	(\$10,617.52)	11.52%
01.1.35001.000.000	STATE CATEGORICAL PROGRAMS	(\$300,000.00)	\$0.00	\$0.00	(\$300,000.00)	0.00%
01.1.35121.000.000	DISTANCE ED INCENTIVE RECEIPTS	(\$4,000.00)	\$0.00	\$0.00	(\$4,000.00)	0.00%
01.1.35401.000.000	NDE EARLY CHILDHOOD GRANT	(\$202,824.00)	\$0.00	(\$107,720.00)	(\$95,104.00)	53.11%
01.1.35411.000.000	EARLY CHILDHOOD ENDORSEMENT GR	(\$150,000.00)	\$0.00	(\$62,090.00)	(\$87,910.00)	41.39%
01.1.39901.000.000	OTHER STATE RECEIPTS	(\$29,460.00)	\$0.00	(\$2,348.79)	(\$27,111.21)	7.97%
01.1.42001.000.000	NCLB TITLE 1 - IMPROVING ACADE	(\$554,607.00)	\$0.00	(\$566,657.00)	\$12,050.00	102.17%
01.1.42101.000.000	NCLB TITLE I ACCOUNTABILITY	\$0.00	\$0.00	(\$19,491.00)	\$19,491.00	#DIV/0!
01.1.43101.000.000	NCLB TITLE IIA, TEACHER QUALIT	(\$112,349.00)	\$0.00	(\$31,915.00)	(\$80,434.00)	28.41%
01.1.44041.000.000	IDEA BASE ALLOCATION	(\$292,811.00)	\$0.00	(\$292,811.00)	\$0.00	100.00%
01.1.44061.000.000	IDEA PRESCHOOL ALLOCATION	(\$22,330.00)	\$0.00	(\$20,293.00)	(\$2,037.00)	90.88%
01.1.44101.000.000	IDEA ENROLLMENT/POVERTY ALLOCA	(\$579,291.00)	\$0.00	(\$574,404.00)	(\$4,887.00)	99.16%
01.1.44121.000.000	IDEA PROPORTIONATE SHARE	(\$145,736.00)	\$0.00	(\$153,268.00)	\$7,532.00	105.17%
01.1.44501.000.000	MEDICAID IN PUBLIC SCHOOLS	(\$30,000.00)	\$0.00	(\$35,750.77)	\$5,750.77	119.17%
01.1.47001.000.000	VOCATIONAL EDUCATION (CARL PER	(\$35,816.00)	\$0.00	(\$32,702.00)	(\$3,114.00)	91.31%
01.1.47401.000.000	REVISION GRANT	(\$38,197.00)	\$0.00	(\$49,990.00)	\$11,793.00	130.87%
01.1.49251.000.000	NCLB TITLE III LEP GRANT	(\$60,136.00)	\$0.00	(\$17,911.00)	(\$42,225.00)	29.78%
01.1.49261.000.000	NCLB TITLE III IMMIGRANT ED GR	\$0.00	\$0.00	(\$16,939.00)	\$16,939.00	#DIV/0!
01.1.49681.000.000	NCLB TITLE IV 21ST CENTURY REV	(\$149,163.00)	\$0.00	(\$87,896.00)	(\$61,267.00)	58.93%
01.1.49951.000.000	EDUCATION QUEST FOUNDATION	(\$5,000.00)	\$0.00	\$0.00	(\$5,000.00)	0.00%
01.1.55001.000.000	TRANSFERS FROM OTHER FUNDS	(\$1,300,000.00)	\$0.00	\$0.00	(\$1,300,000.00)	0.00%
01.1.60001.000.000	SUMMER SCHOOL RECEIPTS	(\$6,000.00)	(\$100.00)	(\$5,798.00)	(\$202.00)	96.63%
		(\$41,297,099.00)	(\$419,161.89)	(\$38,390,604.55)	(\$2,906,494.45)	92.96%
	Transfers					
	Reimbursements/Refunds		(\$14,495.63)			
	Interest - other accounts			2320.13		
	Total Revenue		(\$431,337.39)			

Check Number	Vendor	Amount
4099	ADVANCE EDUCATION INC	\$9,600.00
4100	ARL CREDIT SERVICES, INC.	\$130.00
4101	ASCD	\$89.00
4102	CITY OF COLUMBUS-GARBAGE FEE	\$133.90
4103	COLUMBUS AREA CHAMBER COMMERCE	\$200.00
4104	COLUMBUS SCHOOL LUNCH FUND-CHS	\$50.00
4105	CPM EDUCATIONAL PROGRAM	\$71,126.40
4106	FATHER FLANAGAN'S BOYS' HOME	\$43,044.75
4107	FLEMING, BRANDI	\$24.55
4108	GLYNLYON INC	\$27,000.00
4109	LINCOLN JOURNAL STAR	\$267.70
4110	LOUP POWER DISTRICT	\$53,391.55
4111	MCMULLIN, LINDA	\$9.56
4112	NASB (NE. ASSOCIATION OF SCHOOL BOARDS)	\$75.00
4113	PINNACLE BANK OMAHA	\$129.00
4114	ROMSHEK, AMY	\$21.87
4115	VIVIAL	\$64.50
4116	SCHOOL DISTRICT #1-PAYROLL	\$2,530,797.79
4117	ACCELERATE LEARNING INC	\$51,025.45
4118	ESU #1	\$250.00
4119	FLOWERS FROM THE HEART	\$62.00
4120	FRONTIER	\$2,752.07
4121	GODFATHERS -COLUMBUS	\$188.25
4122	NEBRASKA NOTARY ASSOCIATION	\$95.00
4123	PAYFLEX SYSTEMS USA, INC.	\$396.80
4124	SERVICEMASTER BY SHEVLIN	\$13,271.46
4125	VERIZON WIRELESS	\$147.70
4126	AMAZON CAPITAL SERVICES	\$398.24
4127	HY-VEE FOOD STORES	\$55.00
4128	TURNER, AYLSSA	\$150.00
4129	POSTMASTER	\$170.41
4130	CENTRAL NEBRASKA REHAB. SERV	\$5,603.00
4131	ESU #9	\$657.00
4132	FATHER FLANAGAN'S BOYS' HOME	\$6,559.20
4133	FIRST NATIONAL BANK OMAHA	\$1,164.90
4134	FIRST NATIONAL BANK OMAHA	\$496.54
4135	FIRST NATIONAL BANK OMAHA	\$54.30
4136	FIRST NATIONAL BANK OMAHA	\$95.00
4137	FIRST NATIONAL BANK OMAHA	\$104.00
4138	FROM LTOJ SOFTWARE,L.L.C.	\$6,800.00
4139	GOODWIN TUCKER GROUP	\$164.35
4140	HOBBY LOBBY	\$231.77
4141	JOHNSON, KRIS	\$550.41
4142	NEBRASKA SAFETY CENTER	\$200.00
4143	NEOFUNDS 7900044080631520	\$617.07

Check Number	Vendor	Amount
4144	T-BONE TRUCK STOP	\$3,741.50
4146	POSTMASTER	\$437.70
4147	POSTMASTER	\$1,076.71
4148	ACE HARDWARE-COLUMBUS	\$50.26
4149	ADVANCE AUTO PARTS	\$3.00
4150	ASSET GENIE, INC. (AG iREPAIR)	\$1,380.00
4151	B-D CONSTRUCTION INC.	\$270.00
4152	BEARD-WARREN HEATING AIR	\$47,150.00
4153	BOMGAARS	\$80.10
4154	CAPITAL SANITARY SUPPLY	\$235.20
4155	COLUMBUS SCREEN PRINTING, INC.	\$71.50
4156	COMMONWEALTH COMMUNICATIONS	\$1,698.59
4157	COMMONWEALTH ELECTRIC COMPANY	\$6,337.00
4158	EAKES OFFICE SOLUTIONS	\$2,316.97
4159	ELECTRICAL ENGINEERING & EQUIP	\$1,710.00
4160	ESU #7	\$3.09
4161	FAS-BREAK	\$120.00
4162	FASTENAL	\$175.76
4163	FATHER FLANAGAN'S BOYS' HOME	\$1,665.25
4164	FERGUSON ENTERPRISES INC #1657	\$38.62
4165	GAVER TIRE & AUTO CENTER	\$1,404.15
4166	GEHRING CONST. & READY MIX CO.	\$10,593.55
4167	HOESING, KRISTIN	\$297.54
4168	HUNZEKER, CORY	\$250.00
4169	INNOVATIVE OFFICE SOLUTIONS	\$1,596.73
4171	KIDWELL	\$5,625.00
4172	KOCH EXCAVATING CO.	\$27.78
4173	LANGUAGE LINE SERVICES INC	\$8.60
4174	MAKERBOT	\$1,365.33
4175	MENARDS-COL	\$2,517.79
4176	MUELLER & SCHOEPF DRYWALL INC	\$8,040.00
4177	NATIONAL ART & SCHOOL SUPPLY	\$808.55
4178	NEBRASKA LINK	\$339.67
4179	OCCUPATIONAL HEALTH SERVICES	\$260.00
4180	PEARSON EDUCATION INC	\$10,017.74
4181	PYRAMID SCHOOL PRODUCTS	\$41.34
4182	REIGLE IMPLEMENT	\$103.50
4183	S & S WORLDWIDE	\$44.60
4185	SHERWIN-WILLIAMS	\$1,452.61
4186	STAPLES	\$879.80
4187	STEMPEK, SHELLEY	\$252.91
4188	SUEPER-1099, BILL	\$735.00
4189	T-C CEILINGS INC	\$15,140.00
4190	TEXTBOOK WAREHOUSE	\$1,075.25
4191	THE HOME DEPOT PRO	\$40.84

Check Number	Vendor	Amount
4192	TIRE OUTLET INC	\$64.00
4193	WIZE BUYS ABBEY CARPET	\$20,800.00
4194	CENTRAL NE COMMUNITY SERVICES	\$28,845.31
4195	COLUMBUS AREA UNITED WAY	\$3,000.00
4196	DUSTERS	\$466.65
4197	EAKES OFFICE SOLUTIONS	\$2,952.23
4198	FIRST NATIONAL BANK OMAHA	\$89.10
4199	FIRST NATIONAL BANK OMAHA	\$129.79
4200	FIRST NATIONAL BANK OMAHA	\$1,211.61
4201	GODFATHERS -COLUMBUS	\$72.96
4202	LOUP POWER DISTRICT	\$51,759.06
4203	MATSON, PAUL	\$16.56
4204	NEOFUNDS 7900044080631520	\$1,000.00
4205	U AND I SANITATION LLC	\$1,810.00
4206	VERIZON WIRELESS	\$184.17
4207	AMAZON CAPITAL SERVICES	\$2,384.35
4208	HY-VEE FOOD STORES	\$378.02
4209	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$4,803.33
		<u>\$3,079,862.16</u>
	Voided Previously month ck #3783	<u>(\$75.00)</u>
	Total Fund Expenditures	<u><u>\$3,079,787.16</u></u>

Check Number	Vendor	Amount
4184	SEIPEL'S REPAIR INC	\$3,638.30

Check Number	Vendor	Amount
4170	JEFFRYES, TRINA	\$190.00

Columbus Public Schools
General Fund Expenditures
August 1 - 9, 2019

Attachment M5

1

Check Number	Vendor	Amount
4210	POSTMASTER	\$122.34
4211	POSTMASTER	\$101.27
4212	PRINTCO GRAPHICS, INC	\$909.34
4213	SCHOOL DISTRICT #1 DEPRECIATION	\$26,990.00
4214	POSTMASTER	\$50.81
4215	AGRI-CITY INSURANCE	\$100.00
4216	AMAZON CAPITAL SERVICES	\$545.75
4217	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$25.00
4218	CITY OF COLUMBUS WATER & SANITATION DEPA	\$53.65
4219	CITY OF COLUMBUS WATER & SANITATION DEPA	\$2,883.04
4220	FIRST NATIONAL BANK OMAHA	\$1,152.36
4221	FLOWERS FROM THE HEART	\$53.00
4222	HY-VEE FOOD STORES	\$55.00
4223	JOHNSON, CHRIS	\$46.40
4224	LOUP POWER DISTRICT	\$310.51
4225	OLSON, MIKE	\$31.63
4226	PRESTO-X-COMPANY	\$15.66
4227	QUALITY SOUND & COMMUNICATIONS INC	\$16.33
4228	VERIZON WIRELESS	\$148.12
4229	VIVIAL	\$64.50
4230	ACE HARDWARE-COLUMBUS	\$38.59
4231	BOMGAARS	\$130.49
4232	CDW GOVERNMENT, INC.	\$13,590.78
4233	CENGAGE LEARNING	\$2,469.50
4234	COMMONWEALTH COMMUNICATIONS	\$1,500.00
4235	CULLIGAN	\$22.70
4236	EAKES OFFICE SOLUTIONS	\$8,828.38
4237	ELECTRICAL ENGINEERING & EQUIP	\$81.49
4238	GIBBS SMITH EDUCATION	\$409.86
4239	MATHESON TRI-GAS INC	\$21.08
4240	MCGRAW-HILL EDUCATION HOLDINGS LLC	\$30,578.24
4241	MENARDS-COL	\$1,130.07
4242	MIDWEST GLASS SERVICE INC.	\$520.00
4243	PLUNKETTS PEST CONTROL	\$670.00
4244	POINDEXTER, KAREN	\$136.53
4245	SCHIEFFER SIGNS	\$1,976.00
4246	SKILLS USA-NEBRASKA	\$1,010.00
4247	SUNBELT RENTALS	\$363.97
4248	T-BONE TRUCK STOP	\$1,560.54
4249	TEACHER DIRECT	\$428.37
4250	TIRE OUTLET INC	\$79.00
4251	VOSS LIGHTING	\$522.31
4252	WIZE BUYS ABBEY CARPET	\$1,600.00
Total Fund Expenditures		<u><u>\$101,342.61</u></u>

Travel Report					
August 2019					
DATE	# DAYS	NAME	EVENT NAME	EST COST\$	
6/4/2019	1.00	KARI TUNINK	(late) NCE CONFERENCE - KEARNEY	\$0.00	
7/11/2019	1.00	TIM KWAPNIOSKI	(late) NSAA MEETING - LINCOLN	\$0.00	
7/17/2019	0.50	ANN CHAVEZ	CHILD ABUSE & NEGLECT SEMINAR - NORFOLK	\$0.00	
7/22/2019	0.50	TIM KWAPNIOSKI	COACHES CLINIC - LINCOLN	\$0.00	
7/22/2019	0.50	DAVE MELICK	GNSA MEETING - GRAND ISLAND	\$0.00	
7/22/2019	1.00	TROY LOEFFELHOLZ	GNSA MEETING & NCF MEETING - GRAND ISLAND & LINCOLN	\$0.00	
7/22/2019	1.00	MOLLY HORNBECK	NCA ALL-STAR GAME - LINCOLN	\$0.00	
8/1/2019	1.00	AMY HAYNES	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/1/2019	1.00	AMY MANCINI MARSHALL	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/1/2019	1.00	ANGELA LEIFELD	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/1/2019	1.00	DAVE HIEBNER	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/1/2019	2.00	JASON SCHAPMANN	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/1/2019	1.50	TROY LOEFFELHOLZ	ADMINISTRATOR DAYS - LINCOLN	\$720.00	
8/1/2019	2.00	MOLLY HORNBECK	ADMINISTRATOR DAYS - LINCOLN	\$0.00	
8/6/2019	0.25	ANN CHAVEZ	PROTECTIVE FACTORS TRAINING - SCHUYLER	\$0.00	
8/6/2019	0.25	JOAN VON RUDEN KRUGER	PROTECTIVE FACTORS TRAINING - SCHUYLER	\$0.00	
				\$720.00	Total



2508 27th Street, P.O. Box 947, Columbus, NE 68602-0947 Phone: 402-563-7000, Ext. 13033 Fax: 402-563-7005

August 8, 2019

Candy Becher
Board of Education
Columbus Public Schools

Dear President Becher and Members of the Board:

The Foundation contributed the following items to Columbus Public Schools during the month of July. On behalf of the Board of Directors for the CPS Foundation and the officers of the thirteen umbrella organizations, we respectfully submit these items to the Board of Education for acceptance.

Foundation

Scholarships - \$26,000.00	STEM on the Go - \$2,828.76
Platte-Colfax Community and Family Partnership \$68,778.96	Nonprofit Association Membership - \$200.00
Swimming Team - \$675.00	Music Donation - \$100.00
Educators Rising - \$15.47	EM Big Give Swing set - \$2,240.00
LC Big Give Microphone Set \$684.00	

North Park PTO

Movie Licensing - \$528.00

Vocal Music Boosters

2 Scholarships - \$500.00

Alumni Association

Newsletter Postage - \$250.79

The total contributions for the month of July was **\$102,800.98**

The total contributions for the FY 2018-2019 (Sept-Aug) total is **\$545,360.44**

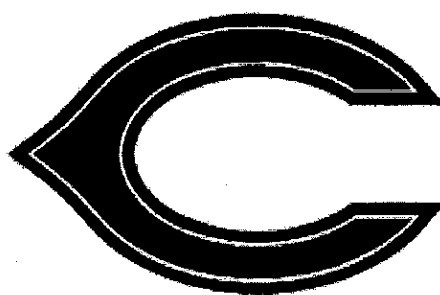
Thank you for your consideration.

Sincerely,

A handwritten signature in red ink that reads "Nicole Anderson".

Nicole Anderson
Director of Marketing & Foundation

**Columbus Public Schools
2019-20**



Teacher Handbook

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Columbus Public Schools Teacher Handbook

FOREWORD

Section 1: Intent of Handbook

Welcome to Columbus Public Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Columbus Public Schools and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Columbus Public Schools and the Columbus Public Schools Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the current and subsequent school years unless replaced by a later edition.

Section 2: Information About Columbus Public Schools

Profile of Columbus Public Schools:

In many ways, Columbus Public Schools are similar to schools found in any mid-western community of 22,000 in population. However, the differences, which exist may be said to be significant. Only a close examination will reveal the importance of the differences because it is nearly impossible to quantify such things as community support, dynamic leadership, and belief in education.

The Columbus Schools are governed by a six-member elected Board of Education that sets policies for the District. The Board appoints a Superintendent who is responsible for day-to-day administration of Board policy. The superintendent supervises all administrative staff including building principals, who are in daily contact with teachers and students.

The Columbus Public School District serves approximately 4,100 students who live within its boundaries. The organization of the district features five new or recently remodeled K-4 elementary schools, one 5-8 middle school and one four-year high school. The District presently employs 310 Nebraska certified teachers.

Core area curricula for reading/language arts, math, science, and social studies are aligned to the Nebraska State Standards. Curriculum guides for all other content areas are developed using national standards. Curricula are reviewed and revised on a regular basis. Instruction in English, science, mathematics, social studies, information literacy, art, music, health, and physical education is provided at all levels. World languages, family and consumer sciences, computer literacy, business education, and technical education are available at the secondary level.

The District seeks to provide students with many educational options. The middle school offers high track courses in foreign language, language arts, math, and science. In addition, middle school students can take exploratory curriculum in industrial technology, art, speech, world language, family consumer sciences, chorus, music, band and computers.

The high school offers advanced placement (AP) classes in chemistry, calculus, English, physics, psychology, and U.S. Government, as well as college placement courses. Students have the opportunity to take coursework from other schools via the Distance Learning Center. Students also have the opportunity to take part in band, chorus and the fall musical as well as more than 55 extracurricular activities. Columbus High School offers 19 varsity sports and is in Class B, which means it is one of the largest schools in Nebraska. Teams participate in events sponsored by the Greater Nebraska Athletic Conference.

The elementary schools all have state of the art computer labs, and extended learning opportunities offered within the HAL Program, which is an enrichment program for high ability students focusing on higher level thinking skills.

Appropriate educational services for all students are important in the Columbus Public Schools. Students with handicapping conditions need specialized services to help them maximize their learning capabilities. A continuum of Special Education services and programs are provided to meet individual needs. These services include support services for families and children in home and preschool settings.

School age children receive Special Education services in regular education classrooms and in self-contained settings as determined by each child's individualized educational plan.

In the belief that reading is the key to academic success, the Columbus Public School District's reading program includes direct instruction in phonics, word structure skills, vocabulary, and comprehension skills. The Nebraska State Standards and teacher expertise are used to establish the grade level expectations. Reading instruction is provided in small groups at the appropriate level for each student. Ongoing assessment is an integral component of the instructional program to verify acquisition of skills and to ensure movement of students to the correct level of difficulty for instruction. In addition to the regular delivery of instruction, interventions are implemented whenever students are not meeting the expectations of their specific grade levels.

Assistance in the basic reading program is provided through a variety of support services in the elementary schools. Children in eligible schools who are in need of additional support may be helped through the Title I, ELL, or Special Education Programs.

Teachers selected for this district are judged to be highly professional with the desire and intent to continually grow professionally. Staff development activities are provided in-district through structured teacher collaboration meetings and on specified professional development days during the school year. In addition, staff members are provided opportunities to attend workshops and conferences as appropriate to their needs and instructional areas.

Teachers in Columbus:

- can participate in local, state and national professional groups.
- work together to develop and update curriculum.
- serve on professional task forces in the staff development program.
- have assistance from excellent specialized referral services.
- participate in decision making in their individual buildings.

Approximately 30 welcoming churches representing over 20 denominations provide ample opportunity for meaningful religious experiences in the church of an individual's choice.

Section 3: District Mission Statement

The Mission of the Columbus Public Schools: "Engaging all learners to achieve success"

The Vision of the Columbus Public Schools:

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

Columbus Public Schools 2019-2020 Calendar

S	M	T	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August
1, 2, 5
New Teacher Professional Development
6-9
Teacher Professional Development
1st Day 10th, 11th, 12th Grades Only
1st Day 1st-8th Grades ONLY Ele 11:45 Dismissal
14 or 15
1st Day Kindergarten (Hall of Students)
16
1st Day Kindergarten Together

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September
2
Labor Day - No School
Ele Dismissal Only 11:45 - Teacher Professional Development
20
26
Elementary Parent-Teacher Conferences
25, 26
HS/MS Parent-Teacher Conferences
26
Teacher Prof Dev AM, Conferences PM - No School for Students
27
No School

S	M	T	W	Th	F	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October
17
MS ONLY Regular Classes AM - Extended Academic Time PM
17
Ele/MS Full Day
1st Quarter Ends - 45 days
17
Professional Work Day - No Students
18
2nd Quarter Begins
21

S	M	T	W	Th	F	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November
27-29
Thanksgiving Break - No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December
20
MS ONLY Regular Classes AM - Extended Academic Time PM
20
Ele/MS Full Day
2nd Quarter Ends - 42 days
23-31
Christmas Break - No School

S	M	T	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January
1
Christmas Break - No School
2-3
Teacher Professional Development - No School for Students
6
3rd Quarter Begins

S	M	T	W	Th	F	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

February
7
Ele Dismissal Only 11:45 - Teacher Professional Development
11, 13
Elementary Parent-Teacher Conferences
12-13
MS/HS Parent-Teacher Conferences
13
Teacher Prof Dev AM, Conferences PM - No School for Students
14
No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March
6
MS ONLY Regular Classes AM - Extended Academic Time PM
6
Ele/MS Full Day
3rd Quarter Ends - 43 Days
6
No School - Spring Break
9-13
Teacher Professional Development - No School for Students
16
4th Quarter Begins
17

S	M	T	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April
10, 13
Easter Break

S	M	T	W	Th	F	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May
13
Final Senior Attendance Day
17
Graduation
19
Ele/MS 12:00 Dismissal - Teacher Professional Development
19
MS ONLY Regular Classes AM - Extended Academic Time PM
19
4th Quarter Ends - 44 days
20 or 22
Teacher Professional Development - No School for Students
21
Alternate student dismissal due to inclement weather
25
Memorial Day

Key:

Early Dismissal: Elem 2:15 HS 2:35 MS 2:35
Professional Development/No School for Students
Beginning/End of Quarter
No School for Teachers and Students
Elementary early dismissal
Graduation

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Columbus Public Schools
2508 27th Street, PO Box 947
Columbus Public Schools
Phone: 607-563-1700

Qtr	Days	K-5	6-8	9-12	Dates
1	Days	45.0	45.0	45.0	August 12 - October 17
2	Days	42.0	42.0	42.0	October 21 - December 20
3	Days	43.0	43.0	43.0	January 6 - March 6
4	Days	44.0	44.0	44.0	March 17 - May 19
	Days	174.0	174.0	174.0	Student Days
	Days	188.0	188.0	188.0	Teacher Contract Days
	Days				Pre-School
	Days				First Day
	Days				Last Day



•The last day of school is scheduled for May 19th.
•If emergency school closures do occur during the school year, the final student day may be May 21, and the final teacher day will be May 22.
•There are 174 student contact days in the calendar. If inclement weather days are used, the end of the school year will be communicated to staff, parents, and students on or around April 14th.

Section 2: Daily Schedule

Will be communicated by the building Principal.

Section 3: Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. Local and regional radio and television stations broadcast the information regularly.

Decision to Close Schools: A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made through the automated calling system and to the news media when schools will be closed.**

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions: Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions: Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Section 4: Contract Days

Teachers are contracted for 188 contract days for school year (hereinafter referred to as the "contract year"). Teachers new to the district have 191 contract days. These contract days shall be served by individual teachers on varying schedules as established by the Board of Education and administration.

Section 5: Make-Up Days

Unless weather prohibits it, staff will be required to report on snow days at a time determined by the Superintendent. In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

Article 2: EMPLOYMENT, COMPENSATION, AND BENEFITS

Section 1: Employment

A teacher is employed by Columbus Public Schools when the teacher signs the Teacher's Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15th of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance by the date designated in the notice. Failure of teachers to respond to the request to signify acceptance of employment by the designated date shall constitute cause for amendment or termination of the teacher's contract.

Should a teacher wish to resign from employment, the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 1st or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

Section 2: Assignments

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent of the District with the approval of the Board of Education. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra-duty assignment may be a part of the evaluation of the teacher's overall performance to the District.

Section 3: Personnel File

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

Section 4: Grievances and Complaints

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All

other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

Section 5: Compensation

Regular Salary and Extra-Duty Compensation. Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the “negotiated agreement”), and the extra-duty salary schedule also incorporated into the negotiated agreement. Teachers must have their current teaching certificate on file.

Changes in Salary Schedule Placement. Changes in a teacher’s placement on the salary schedule are governed by the provisions of the negotiated agreement. Teachers are expected to provide the Director of Business Operations and Human Resources with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher’s placement on the salary schedule. Failure to provide an official transcript on or before September 1 from the post-graduate institution of the graduate hours earned will result in no recognized credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or weekend day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month’s salary. Upon separation of a teacher’s employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum. Beginning with the 2013-2014 school year, teachers new to the district have the option to receive their salaries divided into thirteen (13) equal payments with the first payment beginning in August of their first year of employment. The August paycheck will also include summer training stipends. Insurance benefits or cash in lieu will begin on September 1 and be divided out over twelve (12) equal payments.

Signing Bonus: Teachers new to the district will receive their signing bonus plus any other stipend for required training completed prior to the first contract day. This pay will be issued in the August pay cycle.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 6: Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at rate listed in the negotiated agreement.

Section 7: Benefits

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district’s Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each

teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA for certain qualifying events.

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA provides coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Section 8: Payroll and Payroll Deductions

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

Section 9: Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

Section 10: 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District.

Section 11: Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time.

Section 12: Employee Assistance Program

The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc.

Article 3 – ABSENCES FROM WORK

Section 1: Paid Leaves

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement. The leaves provided by the District are to be used for the purpose intended.

Definition of Immediate Family: For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: Husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, and uncle, step children, step mother, step father, step brother, and step sister.

Requests for Leave: Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. A teacher who becomes ill outside of school hours and is unable to work is to contact the Central sub-caller before 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to building secretary as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as possible.

For personal and other leaves, a Request for Leave form is to be submitted to the supervisor at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

Return from Leave: Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, may be requested to present a written statement to the supervisor from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

Section 2: Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 188 days of total salary and fringe benefits.

Section 3: Sick Leave

Each certificated employee of the District, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for the provisions of this policy. This policy governs the extent an employee will receive pay for absence from work for reasons of personal illness/injury (see Workman's Compensation Policy), conditions associated with personal pregnancy, childbirth or related medical conditions and quarantine due to exposure to a contagious disease which prevents an employee from reporting to work able to perform his/her work satisfactorily. A written verification from a physician licensed to practice medicine may be required by the Superintendent after an absence from

work that exceeds five (5) consecutive working days. In addition, if said absence continues beyond twenty (20) consecutive working days, said employee may be required to submit a written verification from a licensed physician of the need for his/her continued absence from work and may be required to submit additional written verification from a licensed physician each ten (10) working days thereafter to remain eligible for this benefit.

The number of days an employee shall receive pay for absences due to reasons or conditions defined above will be determined by the number of accumulated sick leave days credited to said employee. An employee may, at his/her discretion, request that any days absent from work for a condition defined in the previous paragraph be treated as, and shall be granted as, leave without pay for such absences. Any days absent from work for a condition defined in the previous paragraph beyond the number of accumulated days shall be treated as leave without pay. Employees of the District will be granted ten (10) days of sick leave each year. Said days will be allowed to accumulate to a maximum of eighty (80) days.

Upon returning to work for absence due to a condition defined herein, the affected employee must file with his immediate supervisor a "Sick Leave" form. This form shall contain a perjury statement reading, "I declare under penalty of perjury that this is a true and just claim and falsifying this report could result in loss of all or part of my accumulated sick leave."

A teacher who is reemployed shall receive sick leave benefits in the following manner:

1. Up to two (2) years absence, no loss of accumulated leave;
2. Three (3) to five (5) years absence, five (5) days loss of accumulated sick leave for each year of absence;
3. Six (6) or more years of absence, will start as new teacher.
4. Covered employees on Extended Duty shall receive additional Sick Leave at the rate of one (1) contract day for each additional twenty (20) contract days of work.

Any catastrophic illness or other situation under the sick leave provisions may be considered by the Superintendent for additional sick leave.

Upon separation from the District a certificated employee who has completed 15 or more consecutive years with the District will be compensated one-half of the regular substitute teacher rate in that employee's final year with the district for each day of unused sick leave up to a limit of 40 days. Unused sick leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

In the event that the District implements an Early Retirement Incentive Program, a certificated employee who has completed 15 or more consecutive years with the District shall be permitted to select either the pay for unused sick leave benefit or the early retirement incentive program benefit, but not both benefits.

Section 4: Leave Without Pay

The Columbus Public Schools Board of Education, recognizing the need of staff members to take leave from their duties at school for various situations, establishes a program in which staff members can request a leave of absence without pay for a specific period of time. Approval of such leave shall be governed by the instructional needs of the students as determined by the Building Principal/Director.

Requests for leave without pay must receive the written approval of the Building Principal/Director and the Superintendent of Schools before being granted. Staff members shall submit their requests for leave on appropriate forms supplied by the School District and follow specific rules and regulations as established by the administration to support this policy.

The following rules and procedures will govern leave without pay:

1. A leave shall not be granted for a time period greater than one year in length.
2. Staff members shall make their requests on a leave without pay form and shall attach a written letter identifying the purpose for such leave. Forms should be submitted to their Principal or Director.
3. A Principal or Director shall consider the following before acting upon a request for leave without pay:
 - a. Instructional needs of the students in the District.
 - b. The needs of the staff member requesting the leave.
 - c. Ability to find a suitable replacement for said staff member.
 - d. If leave is for less than one year, appropriate starting and ending times of leave will be established. These times should prove to be the least disruptive for the students' educational program.
4. The Principal/Director may approve or reject the request for leave without pay.
5. If the Principal/Director approves the leave without pay, the staff member shall do the following:
 - a. Submit to the Principal/Director on an approved form the mailing address where the staff member can be reached during March of the year when the staff member is on leave so that the staff member can receive notice of the offer of continuing employment.
 - b. The staff member will understand that he/she shall respond to the offer of continuing employment by:
 - i. Stating that he/she wants to return to his/her position or;
 - ii. Requesting an extension of his/her leave for another year thereby giving up his/her right to a guaranteed position.
 - c. If a teacher is on an extension of his or her leave, and said teacher indicates that he/she wishes to be employed, such teacher shall accept the first position offered. If such offer is not accepted, no other offers will be made during that year. The teacher is free to apply for any position that is available and such application will be given consideration.
 - d. If the staff member does not respond within the allotted time frame, it shall be considered as a resignation and the Board will terminate the contract and all obligations to the staff member.
 - e. If the Principal/Director approves an extension for the staff member, the staff member shall complete all steps (a) through (c).
6. In no case will a staff member be granted more than two extensions to leave without pay. The total time frame of leave without pay and extension will not exceed three years. If a leave of absence begins during a school year and does not extend beyond ten (10) working days, said employee's salary will be reduced by $1/(\text{number of contract days})$ for each day missed. If said absence continues beyond ten (10) consecutive working days in one school year, said employee's salary and health insurance/annuity money will be reduced according to the formula named above. Said employee's life insurance and long term disability insurance will be continued at the District's expense for the duration of the leave during the school year for which the leave was initiated. Any employee receiving an extension of his/her leave beyond the school year during

which the leave was initiated will receive no salary or other monetary benefits until he/she returns to work. An employee on such leave beyond ten (10) consecutive days may elect to continue his/her health insurance at his/her expense. No increment credit will be awarded to any teacher on such leave if his/her absence during any school year is for more than one-half school year.

Section 5: Bereavement Leave

Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Five additional days per incident may be granted which shall be charged against accumulated sick leave.

Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

Staff members are to submit requests for bereavement leave on the Application for Leave form. Leave requests submitted following the absence will not be accepted unless approved by the Principal and Executive Director of Business Operations and Human Resources.

Section 6: Family Illness Leave

Up to ten (10) days of accumulated sick leave may be used in the case of family illness. Up to five (5) days of accumulated sick leave per year may be used for family parenting (birth of a child, grandchild, or adoption) leave. An additional five (5) days may be used for which substitute pay will be deducted. Thereafter, full pay deduction will be made.

The Superintendent may grant additional family illness days due to severe illness or injury to the employee's spouse, children or person(s) for whom the employee is solely responsible. Approved additional family illness days would be deducted from the employee's accumulated sick leave.

Section 7: Personal Leave

Three (3) days of paid personal leave shall be granted to each certificated employee during each contract year. Persons desiring to take a personal leave day must make a personal request to their immediate supervisor. The exercise of personal leave shall be subject to the following provisions:

1. Three (3) days of personal leave requested shall be subject to administrative approval and must be applied for at least (5) calendar days in advance of the date the leave will occur.
2. The Superintendent may grant personal leave without 5 days notice (assuming the employee has a day of personal leave left) when conditions or situations make it impossible for an employee to fulfill his/her assigned duties.
3. Application for personal leave that extends the breaks of Labor Day, Thanksgiving, Christmas / New Years, spring break, Easter, or Memorial Day; or that replaces the first contract day, the last contract day, or parent / teacher conferences shall be subject to the Superintendent's approval.

4. Personal Leave shall be handled confidentially.
5. The District will compensate certificated employees \$100 for each day of unused personal leave up to a maximum of three (3) days per school year. Unused personal leave will be compensated in increments of no less than .5 days in the June payroll check.

Section 8: Personal Professional Leave

Certificated employees covered by this agreement shall be limited to three (3) Professional Leave days. Due to district initiatives, personal professional development, school improvement and/or professional improvement plans an employee may be eligible for this leave with the approval of the Superintendent and/or his/her designee.

Section 9: Adoption Leave

An employee of the District who adopts a child may use provisions of the Adoption Leave Policy as per state statute.

Section 10: Court Summons Leave

Any teacher subpoenaed to appear as a witness in court (except for personal law violations) must notify his/her supervisor as promptly as possible upon receipt of the subpoena. In addition to informing his/her supervisor, the teacher shall complete a Court Summons Leave Form.

Any teacher of the district responding to a subpoena as provided above shall not receive any reduction in salary for any part of the period of time he/she is absent from work. Any monies received from the court for such an appearance shall be the property of the teacher.

Section 11: Election Worker and Jury Leave

A teacher who is appointed as an election worker or summoned for jury service shall promptly notify the Principal of such appointment or summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses paid by the court for jury duty. Teachers are to notify their Principal of the amount received for such jury duty.

If a teacher is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons, which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

Section 12: Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three

consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Section 13: Family and Medical Leave Act

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Columbus Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Columbus Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;

- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 or www.wagehour.dol.gov

Section 15: Consideration of Elective Leave Requests

Staff members are to submit requests for all forms of elective leave (personal leave, special personal leave, and professional personal leave) to their immediate supervisor. Such requests will typically be approved, but may be denied based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

Article 4: DUTIES AND RESPONSIBILITIES

Section 1: Hours of Work & Meetings

Regular, dependable attendance at work is an essential function of a teacher's employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to be at their assigned duties, except that duty-free lunchtime can be spent off-site. Staff may leave the building earlier when called to a district meeting.

Certificated employees are required to serve on playground, lunchroom and hall supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

Teachers shall attend meetings called by administrators, department heads and team leaders, except those meetings, which are designated for optional attendance.

Section 2: Arrival to Duty Assignments

Full-time teachers have a designated on-site workday that is one hour in combination before or after school. For specific times, check with building administrators.

Section 3: Leaving School

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

Section 4: Lesson Plans

Teachers will prepare written lesson plans according to building rules and procedures. The plans must be in the plan book. Please keep the plan book, including lesson plans, class rosters, etc. in a noticeable, easily accessible place. If that is not possible, the plan book should be kept in a place in which the plan book will be readily available in the teacher's absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that a substitute teacher or other staff member not familiar with previous classroom activities or progress can

easily use them. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5: Daily Class Record Books

Every teacher is required to keep a complete record of the attendance and achievement of every student.

Section 6: Classroom and School Procedures

Teachers are expected to adhere to the following classroom and school procedure in the performance of their duties:

1. Textbook and Room Inventory: All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.
2. Use of Phones/Cell Phones: Teachers shall not use phones or cell phones during instructional time or during professional development time except in the case of an emergency.
3. Use of Paraeducators: Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Classroom paras should primarily be used to provide individual or small group assistance to students. Paraeducators are to work only on their assigned workdays and within their assigned workday.
4. Checking Out of Equipment: All equipment must be checked out through the building principal or designee. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.
5. Requisition of Equipment and Supplies: Books and supplies that are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.
6. E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook. A user fee may be paid that allows staff to utilize computers for personal uses.
7. Teacher Mail Box: Each teacher will be assigned a mailbox located in the school office or workroom. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communicate regarding school business.
8. Teachers Meetings: All teachers are expected to be present for staff meetings, unless they are absent from school for good cause or have made prior arrangements.

Section 7: Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four “P’s” for student supervision and safety.

1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on supervised duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Use of corporal punishment is prohibited at Columbus Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat safety instructions as often as needed.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a “Do Not Use” sign) and notify the office so those repairs may be undertaken.

4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance : The office administration should be contacted immediately when possible and students detained when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches: Office administration should also be contacted before performing searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or escorted to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights: Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

Section 8: Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in the rest rooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the students and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.

6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the principal if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Section 9: Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Section 10: Reporting Child Abuse

Nebraska State Law mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) 1-800-652-1999 when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation, which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- Placed in a situation that endangers his or her life or physical or mental health;
- Cruelly confined or cruelly punished;
- Deprived of necessary food, clothing, shelter, or care;
- Left unattended in a motor vehicle if such minor child is six years of age or younger;
- Sexually abused; or
- Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Teachers are to inform their school counselor, social worker, principal, or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

Section 11: Fundraising

Fundraising is defined as the selling of a product, providing a service or activity, or requesting donations of any kind. As noted in Board of Education policy 506.07, all fundraising for student organizations, outside organizations, and charitable giving campaigns must have prior administrative approval from the building principal and the Executive Director of Business/Human Relations, evidenced by signature on a completed School Fundraising Application. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

Section 12: Purchases with Building or District Funds:

The board of education recognizes the importance of sound fiscal management practices and expects efficient and consistent procedures in purchasing materials and services for the district. Requests for equipment, materials, books, supplies, reimbursement claims, and other expenses shall be made by the employee to his/her supervisor or administrator. Such requests are to be approved prior to the order being placed or the expense being encumbered. No payment of a bill will be made without an approved purchase order. Tax exempt status is to be requested of all purchases and sales tax will only be reimbursed if the vendor does not accept the tax-exempt form.

All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district. No employee may enter into a contract with a supplier unless the administrator or supervisor also endorses that contract.

Section 13, District Credit Cards:

A CPS credit card may be checked out for occasions when you are traveling on district business and returned when its specific use has been accomplished. If you wish to use a District credit card, contact the Director of Finance and Human Resources no less than 5 days in advance to obtain a request form and summary of District policies pertaining to expenditures and use of credit cards.

Article 5: PERSONAL AND PROFESSIONAL CONDUCT

Section 1: Professional Ethics Standards

The Columbus Public Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to "educator" shall include all certificated employees of the District.

Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics. The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions, which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

Section 2: Evaluations

Evaluations of teachers will be conducted in accordance with the District's Professional Performance Model. Supervisors reserve the right to observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Section 3: Role Model

Teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner during school and after school hours.

Section 4: Relationships

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

The relationship between a building principal or supervisor and staff within the building or department is always enhanced by direct communication between the staff members and the principal or supervisor.

Direct communication is the best way to solve potential problems, relieve tensions, and to clarify any misunderstandings.

The staff member should request a conference with the building principal or supervisor and attempt to resolve the concern or complaint. In the event the concern is with the building principal, then the staff member should request a conference with the Superintendent of Schools.

Section 5: Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers.

Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary. We encourage all staff to wear CPS apparel when appropriate.

Section 6: Private Tutoring

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

- A. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
- B. The teacher is not to provide private tutoring in a school building.
- C. The teacher is not to provide private tutoring during duty time.
- D. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Section 7: Outside Employment

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

Article 6 – ACADEMIC MATTERS

Section 1: Purpose and Goals of Academic Achievement

The Columbus Public Schools Board of Education is committed to providing a quality education for all Columbus Public School students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

Section 2: Teaching to Student Understanding to Assure Learning

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities, which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

Section 3: Instruction in the Curriculum

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

Section 4: Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, teachers shall develop a variety of common assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards.

Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. Grades must be recorded for all curricular areas.

Recording Grades. Each teacher shall record grades in the district-approved record keeping system. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the grading scales approved for the elementary, middle, and high school. Any deviation from the approved grade scales must be approved by the building principal.

Grading scales are expected to be used according to the following guidelines:

- No other grade scales are to be used on official records or reports.
- "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
- The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks)
- Teachers may exercise professional judgment in distributing marks. Behavior should not be included in an academic grade. Marks are not expected to be distributed on a normal curve.

Updating Grades

6-12 teachers should update weekly. K-5 teachers should be updated every two weeks unless otherwise directed by principals.

Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference, which includes the teacher(s) involved and the Principal. In the event parents or students question a grade, the parents/guardians and/or student may be included in the conference.

Incomplete Classes Some students in certain situations may qualify for an approved incomplete for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples.

Transfer Grades. A student transferring into Columbus High School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the principal or designee.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have

significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes, which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Section 5: Parent-Teacher Conferences

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory.

Section 6: Use of Video Resources for Instructional Purposes

Video or other media resources used to support the educational process must: 1) relate to the concept being taught, 2) have a PG-13 or lower rating (or have prior permission by the principal if above PG-13), 3) must be previewed in their entirety by the teacher before using in class, and 4) the expectation is to use excerpts of the program to illustrate important concepts rather than viewing an entire 90- to 120-minute show.

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

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 unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Section 2: Smoke- and Tobacco-Free Workplace

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

Section 3: Weapon-Free Workplace

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the

handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
9. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
10. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 4: Acceptable Use of District Computer Network and Internet

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with State law, Federal law, and/or Board Policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person,

via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

Occasional Personal Use

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district.

Important Information Concerning CPS Technology

Reporting lost or stolen technology during the school day:

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450), Troy Medinger (x13086), or Doug Zoucha (11745).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

Reporting lost or stolen technology at times other than the school day:

- **Call the CPS Technology Hotline at 402-563-7069.**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
 - Name of person the equipment is assigned to
 - Person's name making report
 - Location where computer was when it went missing
 - Contact number to be called back

Section 5: Use of School Facilities

Teachers will be provided access to the school. Teachers are expected to maintain security of building access methods and not give this access to others. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry

door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items, which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Section 6: Care of School Property

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

Section 7: Use of Telephone

Personal telephone calls shall not be made during student instruction time except in the event of an emergency. Long distance calls on school telephones must be made from the office.

Section 8: Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

Section 9: Salespersons

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

Section 10: Security of Desks and Lockers

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable

grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a noninvestigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

Section 11: Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Section 12: Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Section 13: Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;

- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Teachers should seek assistance from administration if there are any questions regarding what may be copied.

Section 14: Lost and Found

Teachers who find lost articles are asked to take them to the office, where the owner can claim the articles.

Section 15: Safety

Safety Program and Safety Committee

The District has established a Safety and Security Management Plan, which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from CEA plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers association representative of the safety committee, (2) contact the President of the teachers association, or (3) contact the Safety Committee in care of the Superintendent.

Safety Practices

Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.

10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.
11. Use your blood-borne pathogen kit and training provided.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

Accidents

Every accident, which results in a personal injury involving students or staff, must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

Section 16: Traveling on School Business:

School employees will be provided with a school-owned vehicle when such a vehicle is available. Submit a transportation request to the CHS Activities Assistant. When a school vehicle is not available or for trips outside the boundaries the District but less than 60 miles one-way, reimbursement for the use of a personal vehicle will be at the rate established by the State of Nebraska. If an employee chooses to use a personal vehicle in a situation where a school vehicle could have been used, the reimbursement rate for such travel will be the estimated cost of using a school vehicle.

Section 17: District-Employee Communications

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

Article 8 – STATE AND FEDERAL PROGRAMS

Section 1: Notice of Nondiscrimination

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency.

Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights	The U.S. Equal Employment Opportunity Commission (EEOC)
8930 Ward Parkway	1801 L Street, N.W.
Suite 2037	Washington, D.C. 20507
Kansas City, MO 64114	(800) 669-4000; TDD: (800) 669-6820
816-268-0550	
FAX: 816-823-1404; TDD: 800-437-0833	

Section 2: Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Columbus Public Schools, 2508 27th Street, Box 947, Columbus, NE 68602-0947, (402) 563-7000.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Director of Student Services
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Director of Building & Grounds and Director of Student Services
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

Section 3: Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Columbus Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: Columbus Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Columbus Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, 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 is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Columbus Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Section 4: Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

- Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any

additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Section 5: Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Section 6: Disclosure of Student Information to Military Recruiters and Colleges

The No Child Left Behind Act of 2001 requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

Section 7: Disclosure of Staff Qualifications

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

Section 8: Student Privacy Protection

The No Child Left Behind Act of 2001 requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
 - Political affiliations or beliefs of the student or the student's parent;
 - Mental or psychological problems of the student or the student's parent;
 - Sex behavior or attitudes;

- Illegal, anti-social, self-incriminating or demeaning behavior;
 - Critical appraisals of other individuals with whom the student has close family relationships;
 - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - Religious practices, affiliations, or beliefs of the students or the student's parent;
 - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
 4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

Section 9: Parental Involvement

General - Parental/Community Involvement in Schools

The District's policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

- provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;
- make textbooks, completed tests and other curriculum materials available for review by parents upon request;
- permit parents access to their child's records according to law and school policy;
- encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
- assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
- permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
- notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
- encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including

ensuring—(A) that parents play an integral role in assisting their child’s learning; (B) that parents are encouraged to be actively involved in their child’s education at school; (C) that parents are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

Section 10: Homeless Students

The No Child Left Behind Act of 2001 requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District’s designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

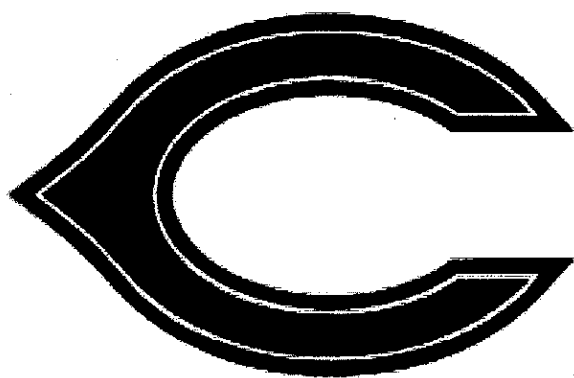
Section 11: Breakfast and Lunch Programs

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

Section 12: Confidentiality of Protected Health Information

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

COLUMBUS PUBLIC SCHOOLS



CLASSIFIED STAFF HANDBOOK

2019-20

This handbook is an outline of the basic policies, practices and procedures of the Columbus Public Schools. It contains general statements of policy and it should not be read as including the details of each policy, or a promise that the provisions in it will be applied in all cases. The provisions may be changed at any time, with or without notice. This handbook totally supersedes all previous handbooks. The handbook is not a contract, expressed or implied, between the school district and the employee.

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Intent of Handbook

Welcome to the Columbus Public Schools. This handbook is intended to provide classified employees with general information about the Columbus Schools and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to Classified Employees are intended to apply to all staff that is not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law and Board policies and regulations will control.

This handbook does not create a contract of employment. Classified employee positions and assignments may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except for the contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the current school year and subsequent school years unless replaced by a later edition.

The contents of this handbook shall supersede any oral statements made to any classified staff employee.

As an employee of the Columbus Public Schools you are a public figure and are expected to be a positive role model.

Mission and Vision of the Columbus Public Schools

The Mission of the Columbus Public Schools: “Engaging all learners to achieve success”

The Vision of the Columbus Public Schools:

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

Members of the Board of Education

Candace Becher President
120 SE Calle Colombo, Columbus, NE 402-563-2767

Doug Molczyk, Vice President
2870 North Park Lane, Columbus, NE 402-563-3552

Mike Goos, Member
3002 39 Street, Columbus, NE 402-564-9106

Mike Jeffries, Member
3255 37 Avenue, Columbus, NE 402-564-4983

Theresa Seipel, Member
4302 31 Street, Columbus, NE 402-562-8192

Doug Willoughby, Member
656 Quail Lane, Columbus, NE 402-564-0217

Administrative Staff

Dr. Troy Loeffelholz	Superintendent	
Mr. Jason Harris	Executive Director	Student Services
Mr. Leonard Kwapnioski	Executive Director	Technology and Operations
Mr. Dave Melick	Executive Director	Business Services and Human Relations
Dr. Amy Romshek	Executive Director	Curriculum and Instruction
Ms. Angie Luebbe	Principal	Emerson Elementary School
Mr. Bob Hausmann	Principal	North Park Elementary School
Mr. Andy Lueebe	Principal	Centennial Elementary School
Mr. J.P. Holys	Principal	Lost Creek Elementary School
Ms. Paula Lawrence	Principal	West Part Elementary School
Ms. Amy Haynes	Principal	Columbus Middle School
Mr. Jordon Anderson	Assistant Principal	Columbus Middle School
Ms. Adriana Carnes	Assistant Principal	Columbus Middle School
Dr. Amy Mancini-Marshall	Assistant Principal	Columbus Middle School
Mr. David Hiebner	Principal	Columbus High School
Ms. Molly Hornbeck	Assistant Principal	Columbus High School
Ms. Angela Leifeld	Assistant Principal	Columbus High School
Mr. Jason Schapmann	Assistant Principal	Columbus High School
Mr. Tim Kwapnioski	Activities Administrator	Columbus High School

Columbus Public Schools 2019-2020 Calendar

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

August
 1, 2, 5 New Teacher Professional Development
 6-9 Teacher Professional Development
 12 1st Day 10th, 11th, 12th Grades Only
 13 1st Day 1st-9th Grades ONLY, Ele 11-14 Dismissal
 14 1st Day Kindergarten (Half of Students)
 15 1st Day Kindergarten Together
 16

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September

2 Labor Day - No School
 20 Ele Dismissal Only 11:45 - Teacher Professional Development
 24, 26 Elementary Parent-Teacher Conferences
 25, 26 HS/MS Parent-Teacher Conferences
 26 Teacher Prof Dev AM, Conferences PM - No School for Students
 27 No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

17 MS ONLY Regular Classes AM - Extended Academic Time PM
 17 Ele/HS Full Day
 17 1st Quarter Ends - 45 days
 18 Professional Work Day - No Students
 21 2nd Quarter Begins

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

27-29 Thanksgiving Break - No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

20 MS ONLY Regular Classes AM - Extended Academic Time PM
 20 Ele/HS Full Day
 20 2nd Quarter Ends - 42 days
 23-31 Christmas Break - No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

January
 1 Christmas Break - No School
 2, 3 Teacher Professional Development - No School for Students
 6 3rd Quarter Begins

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

February
 7 Ele Dismissal Only 11:45 - Teacher Professional Development
 11, 13 Elementary Parent-Teacher Conferences
 12-13 MS/HS Parent-Teacher Conferences
 13 Teacher Prof Dev AM, Conferences PM - No School for Students
 14 No School

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March
 6 MS ONLY Regular Classes AM - Extended Academic Time PM
 6 Ele/HS Full Day
 6 3rd Quarter Ends - 43 Days
 9-13 No School - Spring Break
 16 Teacher Professional Development - No School for Students
 17 4th Quarter Begins

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April
 10, 13 Easter Break

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May
 13 Final Senior Attendance Day
 17 Graduation
 19 Ele/HS 12:00 Dismissal - Teacher Professional Development
 19 MS ONLY Regular Classes AM - Extended Academic Time PM
 19 4th Quarter Ends - 44 days
 20 or 22 Teacher Professional Development - No School for Students
 21 Alternate student dismissal due to inclement weather
 25 Memorial Day

Key:

Early Dismissal: Ele 2:15 HS 2:35 MS 2:35
 Professional Development: No School for Students
 Beginning/End of Quarter
 No School for Teachers and Students
 Elementary early dismissal
 Graduation

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 Columbus Public Schools
 2508 27th Street, PO Box 947
 Columbus Public Schools
 Phone: 612.563.1000

Qtr	Days	K-5	6-8	9-12	Dates
1	Days	45.0	45.0	45.0	August 12 - October 17
2	Days	42.0	42.0	42.0	October 21 - December 20
3	Days	43.0	43.0	43.0	January 6 - March 6
4	Days	44.0	44.0	44.0	March 17 - May 19
	Days	174.0	174.0	174.0	Student Days
	Days	188.0	188.0	188.0	Teacher Contract Days
Qtr	Days				Dates
1	Days				- First Day
2	Days				- Last Day
3	Days				
4	Days				



-The last day of school is scheduled for May 19th.
 -If emergency school closures do occur during the school year, the final student day may be May 21, and the final teacher day will be May 22.
 -There are 174 student contact days in the calendar. If inclement weather days are used, the end of the school year will be communicated to staff, parents, and students on or around April 14th.

Section 2: Severe Weather and School Cancellations

The Superintendent of Schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the superintendent's staff will notify local news media when inclement weather warrants such action. This information is broadcast regularly by radio stations. When the weather is questionable, please tune into KLIR 101.1 FM for announcements. A decision to close or delay the start of school will be made before 6:30 a.m.

There is no fail-proof way to determine severe weather and there are wide differences of opinion on how severe the weather must be before schools are closed. Good and bad decisions are made in trying to predict what Mother Nature will do. Decisions to close school or keep it open are made on the best available information. Weather information about winter storms is obtained from the news media. Personal observations on the weather and road conditions are also made.

Columbus Public Schools will operate school every day possible and will generally have school when surrounding school districts close. Rural districts operate many school buses; therefore, road conditions and visibility affect school closing decisions. The danger and risk to students is generally less in Columbus because Columbus students' homes are relatively close to school, streets are usually open, visibility is generally better in town, the shelter of homes in case of emergency is near, and Columbus operates few school buses.

The question is often asked, "Why not close school more frequently in bad weather?" Learning is important to Columbus Public Schools. The curriculum has been designed to be accommodated in 1,032 elementary hours, and 1,080 secondary hours; fewer school hours mean less learning. The staff cares about the learning that takes place. When weather jeopardizes the health and safety of young people, health and safety becomes priority number one and school is dismissed. In addition, the State of Nebraska maintains a minimum number of hours per year for school operation. Dropping below the 1,032 or 1,080 hour minimum may necessitate making up days on Saturdays, early summer, or after normal dismissal time. Making up hours is not preferred unless the danger imposed by weather necessitates dismissal.

Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers and designated staff will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

When school is canceled or delayed because of snow, the announcements will be as follows:

"Designated staff report" will mean full-time secretaries in the High School, Middle School, Administration Office, and elementary schools; all administrators; building/grounds supervisors; full-time maintenance, full-time custodians, and district technology staff report for duty at the regular time or as soon as possible unless the radio announcement indicates otherwise. Teachers need not report but may do so at their discretion. All classified employees will be paid only for the actual time worked on those days when school has been delayed or canceled due to inclement weather. Employees not expected to be on duty when schools are closed include: food service personnel, paraprofessionals, lunch-playground aides and other part-time non-certified employees.

"School will start at 10:00 a.m." is the announcement used when the delay helps the road and parking lot clearing efforts, or when bad weather is subsiding. Custodians, administrators, full-time secretaries, and

cooks report at regular times or as soon as possible as travel permits. Teachers, paraprofessionals, and other personnel report no later than 15 minutes prior to the announced starting time or at their regular reporting time, whichever is applicable.

If school is dismissed during the day because of a storm, teachers, paraprofessionals, and other instructional personnel may leave after students are dismissed and safely out of the building as per instructions of the building principal, but no sooner than fifteen minutes after student dismissal. Secretaries, custodians, and other personnel may leave after the building is clear of students and staff at the discretion of the building principal or their immediate supervisor. The Administration Office will remain open as weather dictates. On such days, employees will be paid for their actual hours worked.

Emergency Conditions

The Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

ARTICLE 2: EMPLOYMENT

Section 1: New Employees

Upon completion of the advertising process, review of applications, and reference checks, the person best qualified for a position with the district will be offered the job. Before a new employee can be eligible to receive their first paycheck, he/she must complete all necessary forms. Those documents include, but may not be limited to:

a. I-9
b. W-4
c. Nebraska State Retirement System Beneficiary Form
d. Long-term Disability Insurance Application
e. Life Insurance Application
f. Health/Dental Insurance Application
g. Physical, if required
h. Appropriate certification, if applicable
i. Background Check
j. Official transcripts for salary increase
k. Register on time clock, if applicable
l. Direct Deposit Enrollment Form
m. Section 125 Plan Enrollment Form
n. Email form for direct deposit

Section 2: Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the appropriate administrator/supervisor. Job descriptions, where available, provide additional information about the position duties.

While on duty with the District, an employee will be expected to devote all of their duty time to the employee's position and to diligently and faithfully perform the assigned duties to the best of their ability.

Section 3: Definition of Full-Time Employee

A full time classified employee is one who is scheduled for thirty-five (35) hours a week or more, a minimum of nine months out of the year.

Section 4: Personnel Files

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files.

Any employee of the Columbus Public Schools shall, upon his/her request, have access to his/her personnel file while on school premises, but may not have access to letters of recommendation solicited by the Columbus Public Schools or to sets of confidential credentials that are part of his/her file. No other person except school officials while engaged in their professional duties shall be granted access to such files; nor shall the contents thereof be divulged in any manner to any unauthorized person without the employee's written permission. Permission forms are available in the Human Relations or superintendent's offices in the Administration Building.

Section 5: Internal Complaint/Communications

The relationship between a building principal or supervisor and staff within the building or department is always enhanced by direct communication between the staff members and the principal or supervisor. Direct communication is the best way to solve potential problems, relieve tensions, and to clarify any misunderstandings. If the staff member needs a definite course of action then the staff member should utilize the formal procedure listed in paragraphs two and three below.

The staff member should request a conference with the building principal or supervisor and attempt to resolve the concern or complaint. If the staff member is dissatisfied with the result of this conference, the staff member can request that a second conference be scheduled. This conference will be chaired by the appropriate district-level administrator and will include the administrator, the principal, and the staff member.

In the event the staff member is not satisfied with the resolution of the complaint at this level, the staff member may request a conference with the Superintendent of Schools to discuss the issue.

Section 6: Complaints about School Personnel

Constructive criticism of the school, school system, or school personnel is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to assist the school in performing its educational tasks more effectively.

The Board of Education has confidence in the school district employees and desires to support their actions in a manner which will resolve any legitimate complaints about their performance and which will free them from unnecessary, spiteful, or negative criticisms and complaints. The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee to principal to Superintendent and to the Board of Education. Every effort will be made to satisfy the complainant at the earliest possible stage. Any complaint about personnel except the Superintendent will be investigated by the administration before consideration and action taken by the Board of Education. The recommended procedure is as follows;

Principal and his/her designee reviews, investigates, and makes a recommendation.

If the complainant is not satisfied with the recommendation of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator.

If the complainant is not satisfied with the administrator's decision, an appeal can be made to the Superintendent of Schools.

Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing on forms available from any building principal, the Associate Superintendent, or the Director of Student Services. The complaint must be verified and signed by the complainant. The complaint form shall be filed with the person hearing the complaint and shall follow the complaint to the succeeding levels of consideration. The complainant will be contacted to follow-up on the complaint within three school days of receiving the completed complaint form.

Section 7: Time Clocks

Classified employees are to use the building time clock at all times to record start/end of work day, lunch period, and all other times off duty. Employees are expected to clock-in and clock-out within 7 minutes of their scheduled time. On rare occasions, and for special reasons **ONLY**, a *payroll exception sign in/sign out form* may be used.

Section 8: Compensation

Compensation is paid only as authorized by the Board of Education. Employment agreements will provide a salary or hourly rate of pay that will be in effect until the beginning of the next school year. New employees may be credited with up to 3 years of prior experience in a comparable position.

Section 9: Payroll

Pay stubs for classified staff are available via email or by U.S. mail. Payday is the 20th of each month. Paydays, in accordance with the terms of the teacher's contract, will be the 20th day of September and the 20th day of each month thereafter up to and including August 20th. If the 20th of the month falls on Saturday, Sunday, or recognized holiday, the paychecks may be secured on Friday. During the summer months, pay stubs will be emailed or mailed to the employee's home address. Employees should always verify pay amounts. If any adjustment should be made, the Payroll Office should be called.

Direct deposit is required for **all** regular employees of the district. Contact the payroll office in the Administration building in writing if you need to make any changes, i.e. account number change, bank change, address change, etc.

Before an employee's pay can be issued he/she must fill out a direct deposit authorization, provide an I-9 form with proper ID, and have a W-4 form on file.

Section 10: Payroll Deductions

Federal income tax, state income tax, social security, and retirement withholding, etc., as required, are deducted from each paycheck.

Regular payroll deductions, if necessary, for the approved health insurance, disability insurance, and/or life insurance. Section 125, 403(b) contributions, dues, etc will be made if any employee requests such deductions in writing to the Administration Building.

United Way—A payroll deduction procedure offers a convenient way to pay a pledge to the Columbus United Way Fund. Deductions begin in September of each year and continue as authorized on the deduction authorization form.

Section 11: Benefits

Health Insurance: Provided for all classified staff who work 35 hours a week for at least nine months of the year (possibly at employee's expense or a portion of expense). See the Payroll office for current rates and benefit information.

The Columbus Public Schools will use August 1 through the following July 31 as the look-back period for calculations necessary under the Affordable Healthcare Act. To calculate average hours per week for those employees eligible for benefits under the Patient Protection and Affordable Healthcare Act, an employee's hours for the time period beginning August 1 and ending July 31 of the following year will be divided by the total number of weeks worked during that period of time, inclusive of break periods of less than 4 consecutive weeks.

Employees who do not participate in the District sponsored health insurance program must provide proof of creditable coverage for health insurance provided by another insurance carrier. Such employees may be eligible for Cash In Lieu of insurance benefits. The Health Insurance Portability and Accountability Act (HIPAA) provide rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting

conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Disability Insurance (Long-Term): Provided for all classified staff who work 35 hours a week for at least nine months of the year.

Life Insurance: Provided for all classified staff who work 35 hours a week for at least nine months of the year.

Employees shall make annual benefit elections by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Each employee is responsible for informing the Business Office in writing of any changes in benefit status. All employee benefit elections are deducted through the District's 125 Plan. Once the elections are designated, they cannot be changed or dropped unless there is a life changing circumstance. This is per the IRS regulations governing Section 125 Plans.

YMCA Subsidy: The District provides a monthly subsidy for classified staff members based on the number of months employed. Contact the payroll office during August to sign up for this benefit.

Employee Assistance Program: The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc.

Section 12: Expense Reimbursement

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted on a monthly basis to their employee's immediate supervisor. The allowable rate shall be governed by board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Principal or, if the expense is related to an activity, by the Activities Director. The request for reimbursement should include a voucher sufficient to establish that the expense with detailed receipt was actually incurred and that the expense was reasonable and related to a school-purpose. All individuals names must be included on the back of the detailed meal receipt.

When an employee travels to a supervisor-requested conference/workshop, he/she will be compensated for expenses incurred traveling to and from including the conference/workshop fees. School vehicles should be requested first. If no vehicle is available, mileage will be paid. Receipts must be turned in and the appropriate form signed.

Section 13: 403(b) Salary Reduction Agreements

The Columbus Public Schools will cooperate with any employee who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the employee executes a Salary Reduction Agreement provided by the District and the vendor of the 403(b) plan elected by the employee has entered into a Service Provider Agreement with the district holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding. Contact Scott Smejkel for any questions regarding such 403(b) Plans.

Section 14: Overtime

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix 2 in this handbook.

Classified employees may be classified as either exempt or non-exempt for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are non-exempt are eligible for overtime.

Non-exempt employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a work week and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period work week from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1.5 times the employee's regular rate of pay for hours worked in excess of the 40 hour work week. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one work week. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1.5 times the number of hours worked in excess of 40 hours in any work week. Accumulated compensatory time must be used within the pay period immediately following the conversion of overtime hours. The conversion of overtime hours to compensatory time must be approved by the employee's direct administrator. The use of compensatory time must be approved in advance by the employee's direct administrator. The FLSA limits the accumulations of compensatory time. The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a salaried basis test for the overtime exemption to be applicable. An employee who feels an improper deduction relative to exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction of overtime exemption has been made.

Section 15: Retirement

Columbus Public Schools' employees participate, as required by law, in the Nebraska Public Employees' Retirement System. Employees will have that percentage of their gross salary as determined by law

deducted for retirement. Additional money for the retirement fund is provided by legislative appropriation and mandatory contribution from the school district.

The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature and each employee is encouraged to contact the Nebraska Retirement System for additional information. Write to: Nebraska Public Employee Retirement Systems, PO Box 94816, Lincoln, Nebraska 68509-4816.

Section 16: Transfer

A classified staff member who wants to transfer to another advertised opening within the district must submit a transfer request for the desired position through the AppliTrack system. If computer access is not available, contact Human Resources for an application form. The District reserves the right to transfer employees to other positions as deemed necessary.

If an in-house transfer is allowed, the salary schedule of the new position will be used. In some instances, this could result in a decrease in hourly wages.

Section 17 : Vacancy Posting

Prior to publicly advertising the opening, the vacancy will, whenever possible, be announced in-house. Current employees will, if possible, be given first consideration to transfer to the new opening provided they complete a successful interview.

Section 18: Address/Phone Number Change

It is necessary that an accurate directory of all employees of the school district be kept in the Payroll office. Employees changing their address or phone number should report in writing such changes to the Payroll office as soon as possible. (E-mail is acceptable.)

Section 19: Resignation

If you plan to leave the Columbus Public Schools, the employee must submit a written notice to their principal or supervisor. It would be beneficial to the district if you will give at least a two-week notice, so there will be sufficient time to find a replacement for you.

If you submit a resignation with the intent to retire from work, please specify that you will be retiring rather than resigning. Selecting retirement entitles employees who have worked at least 5 consecutive years for the District to receive recognition (unused sick leave compensation, if applicable, retirement gift, and banquet tickets) at the end of the year staff recognition banquet. In the event an employee retires, later returns to work for the District, and then retires again, the retiree will be provided tickets to the end of year staff recognition banquet but no additional retirement gift or unused sick leave compensation.

Section 20: COBRA Insurance

COBRA is a supplemental insurance policy that provides temporary health insurance to eligible workers and their dependents when they are between jobs by extending the coverage of the most recent employer. Because gaps in health care coverage can cause problems when enrolling in a new plan, it's important that families stay insured in times of transition.

When a qualifying event occurs, federal law requires the Columbus Public Schools to send their employees and/or his or her eligible dependents written notice within 14 days from the date of loss of coverage for the right to continue health insurance. Continuation of coverage is available to all who qualify at the group rate, plus an additional 2% administrative fee. If the employee was previously

covered under a family membership, he or she can retain a family plan under COBRA or select two single membership plans: one for the retiree/terminated employee and one for the spouse.

Continuation of Coverage (COBRA) Notification: The employee must choose to continue coverage by notifying Pay Flex in writing. The employee has 60 days to choose to continue coverage, starting with the date of the continuation notice or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will make the individual ineligible to do so at a later date. The individual has 45 days from the date of choosing continuation coverage to pay Blue Cross and Blue Shield the first month's premium. If coverage for a dependent ends because of divorce, legal separation or any other change in status, the employee or dependent must notify the employer within 60 days of the qualifying event.

When Continuation of Coverage (COBRA) Ends: COBRA coverage will end on the earlier of:

- The day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such exclusion does not apply, due to creditable coverage;
- The day a covered person is entitled to benefits under Medicare (after COBRA election);
- The day health coverage has been continued for the maximum period of time allowed (18, 29, 36 months).

Section 21: Letters of Recommendation

It is acceptable to ask your supervisor for a letter of recommendation once you have provided him/her written notice. It will remain your supervisor's decision, however, about whether or not such a letter will be written. You may also ask others to write you letters of recommendation or allow their names to be used as references for you. Again, it is their decision as to whether or not they want to do this.

Section 22: Termination of Employment

The employee's immediate supervisor or administrator will provide the Support Staff Vacancy form to the Executive Director of Finance/Human Relations specifying that the vacancy is as a result of termination.

ARTICLE 3: ABSENCES FROM WORK

Section 1: Sick Leave

Classified employees, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for sick leave. Paid sick leave provides employees protection against loss of income during absences from work due to illness or injury that prevent performance of duties. It is intended to cover the needs of the employee and provide a reasonable amount of coverage for situations related to the illness or injury of an immediate family member that requires direct care by the employee. Sick leave is intended to be used only for the purposes set forth herein.

Sick leave may be used for the personal illness of the employee or members of the immediate family (husband, wife, child, mother, father, sister, brother, mother/father-in-law, brother/sister-in-law, grandparents, son/daughter-in-law, stepchild, stepmother, stepfather, stepbrother, stepsister, grandchild, aunt, uncle, niece and nephew). Sick leave, when used for anyone other than a member of the immediate family residing in the household, can be used only in instances of serious illness.

Full-time classified staff members earn one (1) day of sick leave per month of service, with a minimum of 10 days per year. The number of days that can be accumulated is 80 and all may be used in one school year. Ten (10) of the eighty (80) available sick leave days may be used for a member of the immediate family not residing in the household.

Part-time employees earn the equivalent of five (5) sick days of pay per year. Part-time sick leave is non-accumulative.

Full-time classified staff members who have completed 15 or more years with the District will be compensated at the rate of \$5 for each accumulated sick leave day at the time of their separation from the District.

Eligible employees who work a normal work day on a fixed schedule (an established number of hours per week on a predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness during the normally scheduled work day. Workday in general, means the period between the time on any particular day when such employee commences his/her principal activities and the time on that day at which he/she ceases such principal activity or activities. Eligible employees who work a normal work day on a variable schedule (an established number of hours per week with no predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness in an amount not to exceed the difference between the number of hours scheduled and the number of hours actually worked per day. No sick leave payments will be made during any week in which the actual number of hours worked equals or exceeds the number of hours scheduled.

Exception sheets and leave forms must be received by Payroll by the end of the current pay period. If the Payroll office does not receive an exception sheet or leave form, pay will be added to next pay period.

Requests for Leave

Advance reporting of the need to take a leave is important. A classified employee who becomes ill and is unable to work is to contact their administrator/supervisor as soon as possible. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the administrator/supervisor as to whether the classified employee will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the classified employee is to make such advance report of need for leave as possible.

For vacation and other leaves, a Request for Leave form is to be submitted to the administrator/supervisor at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

Return from Leave

Upon return from leave, classified employees are to review information supplied by the substitute classified employee as to progress made in the classified employee's area of responsibility. The substitute should be contacted directly if the written information supplied is not adequate.

A classified employee who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the classified employee's physician or health care provider stating that the classified employee is physically able to return to duty. This statement is to be presented in person before the classified employee returns to duty in order that the present stage of convalescence can be observed and discussed.

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves, the employee's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days of work missed. In the case of hourly employees the reduction will be made on an hourly basis.

Section 2: Vacation

Vacation leave is available to employee when the following specific conditions are met: (1) the employee is currently employed by the District; (2) the leave day is taken on a day the employee would otherwise be expected to work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.

The leave year for paid leave is August 12th through August 11th.

Vacation leave is available only to those employees who are specified to receive paid leave. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12 month period and who is scheduled to work 1,820 hours or more per leave year.

1. An employee who changes from part-time to full-time status during a leave year becomes eligible for paid leave at the beginning of the next leave year.
2. An employee who changes from full-time to part-time status during a leave year becomes ineligible for vacation leave at the time the change in status occurs. The employee will not be required to reimburse the District for any days that were used prior to the change in status. The employee will be required to use any leave balance during the leave year the change in status occurs.

Classified employees eligible for paid leave shall have vacation days available for each year as follows:

Complete Years of	
Continuous Employment	Vacation Days
1	5
2-10	10
11-15	15
16 or More	20

A year of continuous employment is determined based on a full leave year. When an employee has a break in employment and is re-hired by the District, the prior employment is not considered for

determining years of continuous employment. Periods of employment in an employment status in which the employee is ineligible for paid leave are not considered for determining years of continuous employment. Any employee that is hired on March 1st or after will receive a prorated amount for vacation. This employee will earn one vacation day per two months of work.

Advance notice of taking vacation leave is required. All vacation leave is to be arranged with the employee's direct supervisor.

Classified employees are required to take their vacation leave within each leave (fiscal) year.

Employees will be paid at the employee's daily rate of pay for all unused vacation leave upon separation from the District.

Section 3: Bereavement Leave

The Columbus Public Schools provide the following bereavement leave procedures:

Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Five additional days per incident may be granted which shall be charged against accumulated sick leave.

Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

The maximum number of bereavement leave days shall be no more than twelve (12) days in any one year. Bereavement leave is non-cumulative.

Section 4: Election Worker and Jury Leave

An employee who is appointed as an election worker or summoned for jury service shall promptly notify the employee's immediate supervisor of such appointment or summons. The employee's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses paid by the court for jury duty. Employees are to notify their supervisor of the amount received for such jury duty.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report for duty.

Employees are expected to promptly notify the employee's immediate supervisor of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the employee will be required to use available leave days.

Section 5: Military Leave

Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps

Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Section 6: Professional Leave

Professional leave may be granted in advance only by the employee's direct supervisor, principal, or administrator. Refer to the out of district travel claim section of this document.

Section 7: Weather Related Absence

In the event that inclement weather or other reasons cause a shortage of instructional hours, one or more missed days may be made up. Each year on the school calendar there will be two (2) make-up days identified and used as needed.

Section 8: Paid Holidays

All nine-month employees shall receive six paid holidays per school year. These holidays are:

- Labor Day or Memorial Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year's Day
- Good Friday

All ten-month employees shall receive seven paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year's Day
- Good Friday
- Memorial Day

All twelve-month employees shall receive nine paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas
- New Year's Day
- Good Friday
- Memorial Day
- Fourth of July

If a holiday falls on a Sunday, it will be observed on the following Monday. If it falls on Saturday, it will be observed on the preceding Friday. Holiday pay will be based on the number of hours the employee works on a regular workday.

Section 9: Personal Leave

Personal Leave is provided to allow the employee to deal with situations that may not be dealt with outside the employee's typical work schedule (i.e. before or after work, during lunch break, or during evenings or weekends). Personal Leave may be used at the employee's discretion, but is subject to approval of the employee's immediate supervisor and the Executive Director of Business Operations and Human Relations.

Two (2) non-accumulative days per year will be allowed for full-time employees. One (1) non-accumulative day of Personal Leave will be allowed each year for other classified staff. Personal Leave will not result in loss of pay to the employee. Personal leave pay will be based on the number of hours the employee works on a regular workday.

Application for Personal Leave shall be made no less than one week prior to the requested date of leave on the Classified Application for Leave form to the employee's immediate supervisor. Sufficient detail regarding the need for Personal Leave must be provided so that the employee's immediate supervisor may consider all factors related to the employee's request while also taking into consideration the needs of the building or department, and recommend to the Executive Director of Business Operations and Human Relations approval or denial of the leave. The Executive Director of Business Operations and Human Relations shall consider the employee's request for Personal Leave and the immediate supervisor's recommendation, and will respond to the employee and employee's supervisor regarding approval or denial of the request for leave.

The Board of Education reserves the right to reject all requests for Personal Leave if it is determined by the Board, Superintendent, or Executive Director of Business Operations and Human Relations that such leave is not in the best interest of the school district.

Section 10: Family and Medical Leave Act

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember

medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Columbus Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Columbus Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 or www.wagehour.dol.gov

Section 12: Consideration of Elective Leave

Staff members are to submit requests for all forms of elective leave (personal leave, vacation leave, and unpaid leave) to their immediate supervisor. Such requests may be approved or denied. Denial of elective leave will be based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

Section 13: Proration of Leave

Staff members joining the district after the school year has begun will have all applicable leave benefits prorated based on the date of hire.

ARTICLE 4: DUTIES AND RESPONSIBILITIES

Section 1: Hours of Work

Regular, dependable attendance at work is an essential function of a classified employee's employment position. The Board of Education recognizes that employees are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Section 2: Arrival to Duty Assignments

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

Section 3: Leaving School

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal. Employees who leave the school during their designated lunch period must clock out. Employees who leave during their work hours for an approved absence or personal business must clock out and clock back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to clock out and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

Section 4: School Procedures

Employees are expected to adhere to the following classroom and school procedures in the performance of their duties:

- *Use of Cell Phones:* Employees shall not use personal cell phones for any non-school purpose when the staff member is responsible for students or other work expectations.
- *Use of School Telephone:* Personal telephone calls shall not be made nor accepted during times when the staff member is responsible for students except in the event of an emergency. Long distance calls on school telephones must be made from the office. You will need to promptly log long distance calls and be responsible for any charges which are for personal use.
- *Equipment and supplies* which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.
- *E-mail:* Each staff member will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Staff members should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communication is subject to the rules governing overall computer usage found in Board policy and this handbook. Employees who use the District-provided email system for personal reasons will have the annual District fee deducted from their October paycheck.
- *Mailbox:* Employees may be assigned a mailbox. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer, employees are responsible for responding promptly. Employee mailboxes are to be limited to communication regarding school business.
- Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

Section 5: Supervision of Students

Proper supervision of students is an important responsibility for employees. Employees who have

responsibilities for student supervision are expected to meet the four P's of student supervision and safety. All employees of the school should be familiar with these principles to the extent they may be involved in supervision of students or interaction with students.

Proper Supervision

You must report to all duty assignments on time.

Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.

Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are assisting with recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.

Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.

If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential. Do not share confidential information about students except with other staff who need to know the information to perform their jobs).

Be careful with touching students. Use of corporal punishment is prohibited in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purpose of proper student relationships.

Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should make a report to the student's teacher or administration.

Proper Instructions

Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.

Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.

When you go over safety rules with students note it in your written records. If any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

Proper Maintenance of Buildings, Grounds, and Equipment

Conduct periodic inspections of equipment under your control or in your area of supervision.

If equipment is broken and presents a risk of injury, immediately take it out of service. If it can't be moved, tape a Do Not Use sign and notify the office so those repairs may be undertaken.

Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

Proper Warnings

If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given. Contact the office for Assistance

The office administration should be contacted immediately when a situation exists which could cause injury to students or others.

Section 6 : Student Searches

Office administration and the student's teacher should be contacted in the event a search of a student or their belongings needs to be done. Do not conduct such a search yourself without a teacher or administrator being present or having given you clear directions. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Section 7: Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and in school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

Section 8: Role of Paraeducators

Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraeducator must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the paraeducator in a supportive role. Paraeducators may assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Paraeducators are to work only on their assigned work days and within their assigned work day. If a teacher requests a paraeducator to work hours other than the assigned work hours or assigned work day, the administration should be contacted for approval.

Section 9: Dispensing Medication

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except

in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without the signed form and not without the prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Section 10: Reporting Child Abuse

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- Placed in a situation that endangers his or her life or physical or mental health;
- Cruelly confined or cruelly punished;
- Deprived of necessary food, clothing, shelter, or care;
- Left unattended in a motor vehicle if such minor child is six years of age or younger;
- Sexually abused; or
- Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Employees are to inform their school counselor, social worker, principal, or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for the employee. However, informing a principal or supervisor does not end the employee's responsibility; employees are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

Section 11: Law Enforcement Officers

Law enforcement or juvenile officers shall not be allowed to question or counsel a student at school during the school day without consent of the parents involved or unless parents give such consent in person to the building administrators. An exception to the above is the building Principal may grant permission to the probation officer to contact pupils who are on probation, or in cases of suspected child abuse and/or neglect.

Section 12: Accidents

All staff members are required to file an accident report and workers compensation forms each time an employee is injured on the job. This form must be filed with the Executive Director of Business Operations/Human Relations within 24 hours regardless of whether or not medical assistance is required.

Section 13: Funds

Collections: The secretary of the Board of Education and the Principals of the Middle and Senior High Schools are the only persons authorized to keep or maintain a bank account of any school money. Such money may be collected only by permission of the building principal.

Receipts: No assessments against students (other than fines) shall be made until permission is secured from the building Principal and/or the Superintendent. New organizations requiring payment of dues, fees, or assessments may not be organized without permission of the building Principal and/or the Superintendent.

Certain monies collected by Middle School instructors or Senior High instructors shall be checked in to their respective secretaries.

Secretaries shall give a receipt for all money paid to them, showing to what fund the same is credited.

The office secretary shall make a monthly report for all subsidiary accounts to persons concerned if requested to do so. These funds cannot be drawn on except through the secretary under the direction of the authorized persons concerned and with the approval of the building Principal or the Superintendent of Schools.

No money shall be kept in the offices, library, teacher's desks, or in file cabinets overnight. During the day such funds should be kept under lock and key.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

Section 14: Corporal Punishment

CORPORAL PUNISHMENT IS PROHIBITED. The Nebraska State Legislature has prohibited corporal punishment in public schools. However, corporal punishment is not to be confused with physical force used by a teacher or employee to protect another person from personal attack or threat of attack; to protect himself or herself; to remove a student from a class or from one part of the building to another; or to protect a student from doing harm to himself, herself, others, to school property, or property of others. Nor should corporal punishment be confused with grasping or touching a pupil with no intent to inflict bodily harm, school detentions, strategies written into an individual plan, or usual and reasonable punishments such as (but not limited to) running laps, push-ups, or sit-ups. Corporal punishment would include such force as striking, hitting, or kicking with an appendage or object with the intent of physical punishment or the infliction of pain. Any act determined by the building Principal or administrator after investigation to be corporal punishment shall be recorded and filed in the employee's permanent file. Teachers or employees committing a corporal punishment act shall be subject to oral and/or written reprimand, suspension, or termination.

Each pupil is under the control and direction of the Principal or teacher in charge of school:

- During the time he or she is being bused to or from school at public expense.
- During the time he or she is on the school premises or off the school premises on a school-sponsored function.

ARTICLE 5: CLASSIFIED EMPLOYEE PERSONAL CONDUCT AND PERFORMANCE

Section 1: Ethics Standards

The Columbus Public Schools expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethic standards which classified employees are expected to adhere to include those set forth below.

Principle I Commitment as a School Employee:

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the employee's contractual and personal responsibilities, the employee:

- Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
- Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- Shall not sexually harass students, parents, school patrons, employees, or board members.
- Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II Commitment to the Student:

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worth goals. In fulfillment of the obligation to the student, the employee:

- Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- Shall not discipline students using corporal punishment.

Principle III Commitment to the Public:

The magnitude of the responsibility inherent in the education process required dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the employee:

- Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee's personal and institutional views.
- Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.

- Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
- Shall support the Principle of due process and protect the political, citizenship, and natural rights of all individuals.
- Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- Shall, with reasonable diligence, attend to the duties of the employee's position.

Principle IV Commitment to Classified Position Employment Practices:

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and Board of Education are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the employee:

- Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.
- Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- Shall give prompt notice to the employer of any change in availability of service.

Section 2: Evaluations

Evaluations of employees will be conducted in accordance with the Board policy. Supervisors reserve the right to observe, appraise or evaluate employees more frequently than required by policy or as needed basis. Employees are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Section 3: Role Model

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a manner supportive of the mission of the school.

Section 4: Relationships

It is important for employees to maintain an effective working relationship with the administration, co-workers, students, and parents. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

Section 5: Professional Attire

It is important for employees to project a responsible, adult image to students, parents, and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing which is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that become necessary.

Section 6: Outside Employment

Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school

duties. Any full-time employee who wishes to engage in gainful employment during the contract period in addition to his obligations to the school district must submit details including the nature of the work and the time involved in the work to his/her immediate supervisor prior to the commencement of such employment. The supervisor shall keep this information on file and will transmit a copy of this information to the Superintendent of Schools. If the proposed employment will interfere in any way with the employee's duties or obligations to the school system, the employee shall be so informed. If the employee accepts the employment after he/she has been informed of the reservations held by the supervisor, this matter will be reported to the Associate Superintendent for Business for whatever action he/she deems appropriate.

Section 7: Improving Job Performance Warning

The primary purpose of warnings is the improvement of performance. There shall be a conference between the employee and the supervisor following every warning. The supervisor and employee shall cooperatively examine the results of the warning.

Section 8: Religious Beliefs & Customs

The Columbus Public School District recognized that one of its educational goals is to advance the students' knowledge and appreciation of the role that our religious heritage has played in the social, cultural, and historical development of civilization. It is accepted that no religious belief or non-belief should be promoted by the school district or its employees, and none should be disparaged. Instead, the school district should encourage all students and staff members to appreciate and be tolerant of each other's religious views. The school district should utilize its opportunity to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background, or religious beliefs. In that spirit of tolerance, students and staff members should be excused from participation in practices which are contrary to their religious beliefs unless there are clear issues of overriding concern that would prevent it.

Religious holidays and religious symbols associated with the holidays are a significant part of customs and traditions of Columbus students and community patrons. Such holidays may be recognized and observed by the district. Observance shall be as follows:

- The historical and contemporary values and the origin of religious holidays may be explained in an unbiased and objective manner without sectarian indoctrination.
- Music, art, literature, and drama having religious themes or basis are permitted as part of the curriculum for school-sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday.
- The use of religious symbols such as a cross, menorah, crescent, Star of David, crèche, symbols of Native American religions or other symbols that are part of a religious holiday are permitted as teaching aids or resources provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature. Among these holidays are included Christmas, Easter, Passover, Hanukkah, St. Valentine's Day, St. Patrick's Day, and Thanksgiving.

Religious institutions and organizations are central to human experience, past and present. An education excluding such a significant aspect would be incomplete. It is essential that the teaching about, and not of, religion be conducted in a factual, objective, and respectful manner. Inclusion of religion in the curriculum shall be practiced as follows:

- The district supports the inclusion of religious literature, music, drama, and the arts in the curriculum and in school activities provided it is intrinsic to the learning experience in the various fields of study and is presented objectively.
- The emphasis on religious themes in the arts, literature, and history should be only as extensive

as necessary for a balanced and comprehensive study of these areas. Such studies should never foster any particular religious tenets or demean any religious beliefs.

- Student-initiated expressions to questions or assignments which reflect their beliefs or non-beliefs about a religious theme shall be accommodated. For example, students are free to express religious beliefs or non-belief in compositions, art forms, music, speech, and debate.

Traditions are a cherished part of the community life and the Columbus Public School district expresses an interest in maintaining those traditions which have significance to the community. Such ceremonies should recognize the religious pluralism of the community. Dedications and ceremonies shall be practiced as follows:

- A dedication ceremony should recognize the religious pluralism of the community and be appropriate to those who use the facility. An open invitation should be extended to all citizens to participate in the ceremony.
- Baccalaureate service is provided as a non-mandatory attendance portion of commencement exercises. The program is supplied by the Columbus Ministerial Association.
- Employees may not wear religious garb indicating membership in or adherent of any religious order, sect, or denomination.

ARTICLE 6: USE OF SCHOOL FACILITIES AND EQUIPMENT

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 unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and/or the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the workplace or on duty time shall be considered a violation of the drug-free workplace. 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.

As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Section 2: Smoke and Tobacco-Free Workplace

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

Section 3: Weapon-Free Workplace

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term weapon means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means.
- The frame or receiver of any object described in the preceding example;
- Any firearm muffler or silencer;
- Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device,;
- Any bludgeon, sand club, metal knuckles, or throwing star;
- Any knife is prohibited other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;

An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

Any other object that is designed for or intended for use as a destructible or injurious device is also prohibited.

The phrase possession of a weapon includes, without limitation, a weapon in an employee's personal possession, as well as, in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 4: Acceptable Use of District Computer Network and Internet

Staff members have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with State law, Federal law, and/or Board Policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person, via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

Occasional Personal Use

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district.

Important Information Concerning CPS Technology

Reporting lost or stolen technology during the school day:

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450), Troy Medinger (x13086), or Doug Zoucha (x11745).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

Reporting lost or stolen technology at times other than the school day:

- **Call the CPS Technology Hotline at 402-563-7069.**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
 - Name of person the equipment is assigned to
 - Person's name making report
 - Location where computer was when it went missing
 - Contact number to be called back

Section 5: Use of School Facilities

Employees who are issued keys to the school are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Building and grounds must be kept in a clean and orderly condition. It should not be necessary for the Executive Director of Operations to call attention of the Principal to conditions that need to be remedied. Scotch tape should be used only on glass and wood; never on chalkboards or plastered walls. Masking tape should be used only for a very limited period of time.

Students are not to be in buildings without adequate supervision. A staff member must be responsible for the supervision of every student in the building at all times. Building principals will see that this rule is observed. **STAFF MEMBERS SHOULD NEVER, UNDER ANY CIRCUMSTANCES, LEND THEIR KEYS TO ANYONE. THIS REFERS TO BOTH OUTSIDE DOOR KEYS AND KEYS USED INSIDE THE BUILDING.**

Should a key be lost or stolen the staff member will be responsible for paying the cost of re-keying or replacing all locks the key opens in the building(s).

Custodians should be in attendance whenever the building is in use unless exceptions are approved by the building administration.

Section 6: Care of School Property

Employees are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student or staff member has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

School equipment and buildings should be kept in first-class condition. Custodians are instructed to make all minor repairs, if possible, by the close of the day. If repairs are such that the building custodian cannot take care of it, then fill out a work order, retain one copy, and send two copies to the office of the Executive Director of Operations. In case of emergency, when repair must be made at once, call either the supervisor of Buildings and Grounds or the Executive Director of Operations.

Custodians are to notify their respective Principal of work neglected, repairs required, or building conditions that need to be corrected. Custodians are limited in the amount of time available for any individual room. Employees may materially assist in seeing that the work of custodians is not hindered by carelessness on the part of students or others using respective rooms.

Section 7: Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

In the event a video surveillance recording captures a student or other building user violation school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

Section 8: Bulletins & Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the

Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed with 48 hours after the event.

Section 9: Copyright & Fair Use Policy

It is the school's policy to follow the federal copyright law. Employees are reminded that, when using school equipment, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyright works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The fair use doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the fair use of a copyrighted work, including reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship or research is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted fair use, rather than an infringement of the copyright:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
- The nature of the copyrighted works
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole
- The effect of the use upon the potential market for or value of the copyrighted work. Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is fair. Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

Section 10: Lost & Found

Employees who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

Section 11: Safety Program and Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries, and work place conditions. A representative from each bargaining group plus representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact your supervisor or the Superintendent. Employees can make suggestions and/or report concerns to the safety committee by contacting a member of the safety committee or the Superintendent.

Safety Practices

Guidelines for safe work practices, which employees should follow include the following:

- Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc. to reach high places, put things on bulletin boards, etc.
- Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of

clutter, debris, etc.

- Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tool, windows, doors, etc.). Follow up if not repaired.
- Do not use equipment if you are not familiar with it or operate machinery without proper training.
- Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
- Report any injuries or medical problems to your supervisor immediately and complete the Employee Accident Report.
- Wear seatbelts when in vehicles where provided.
- Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.
- Do not engage in horseplay. Such conduct is a common cause of injuries and is not consistent with job duties.

As required by law, approved safety glasses will be required of every student and employee while participation in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Section 12: Use of Personal Vehicles

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be asked to verify this information and to be given instruction on emergency evacuation and first aid. Employees who drive school vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Employees are not to use cell phones or text while driving a school vehicle or while transporting children.

Section 13: Asbestos

You are hereby notified that current federal regulations require all schools to inventory asbestos-containing material and to develop a management plan to identify and control asbestos in their buildings. In addition, each parent, teacher, and employee organization must be notified annually about inspections, re-inspections, response actions, and past response actions and activities, including periodic surveillance that is planned or in progress. This handbook insert shall serve as that official notice to each employee. Each school building in the Columbus Public Schools has had a six-month surveillance inspection and a three-year inspection, with the last three-year inspection currently being conducted by certified in-house personnel. All other types of asbestos activities are posted in the Public Notice ads of the Columbus Telegram as the district needs to address those types of activities. The plan for each building is available at the Central Administration Building and at each school for that particular school for inspection (without cost) to any interested person. The district may charge for copies of the plan. The plan for each building has also been submitted to the Nebraska Department of Health, Division of Environmental Health and Housing surveillance in accordance with federal regulations. For more information on the Asbestos Management Plan, contact the Director of Business Services, 2508 27th Street, Columbus, Nebraska 68601, 563-7000.

Section 14: Political Campaigns & Issues

Political office campaigns or issue campaigns may not be conducted within school facilities or on school premises, nor may materials relating to them be distributed. An exception to this is when such is part of an instructional unit where both sides of the issue, or both candidates, are treated fairly. Students or student groups may not participate or perform on occasions which are strictly partisan or sectarian in character or purpose except if requested by the President of the United States on a political visit to

Columbus. Bond issues, referendums, initiatives, and legislative issues may be discussed and materials distributed at Board approved meetings on school property and at the invitation of organizations or school groups using school facilities. Public schools may be used as a public polling place where all election laws will be observed. Political candidates and issues may be discussed at employee organization meetings held on school premises.

Section 15: Flags

The statutes of Nebraska require that flags (American and State) shall be raised upon respective staffs on all national holidays and special school occasions, and they shall remain thereon from nine o'clock in the morning until four o'clock in the afternoon when weather conditions are favorable. Outdoor flags shall be prominently displayed on the school grounds each day that school is in session. Principals are responsible for insuring that the flag is taken in during stormy weather.

The statutes of Nebraska require that an American flag shall be continuously displayed on the interior wall of every classroom and auditorium in the public school buildings in Nebraska.

Section 16: District-Employee Communications

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

ARTICLE 7: STATE AND FEDERAL PROGRAMS

Section 1: Notice of Nondiscrimination

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination. Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights, where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights
8930 Ward Parkway, Suite 2037
Kansas City, MO 64114
816-268-0550

The U.S. Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507
800-669-4000; TDD: 800-669-6820

Section 2: Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Columbus Public Schools, 2508 27 Street, Columbus NE 68601.

Section 3: Anti-Discrimination & Harassment

Elimination of Discrimination

The Columbus Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: The Columbus Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, employees, co-workers, students or other persons is prohibited. In addition the Columbus Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidation at work, instructional, or an educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term or condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually orientation, kidding, teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

Complaint and Grievance Procedures

Employee Complaints or Concerns: Employees are to inform their supervisor of any complaints or concerns about the operations of the District using the established chain of command (immediate supervisor, building principal, Director of Human Resources, Superintendent) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor. It is important to the efficient and successful operation of the District and a duty of all employees to share any such complaints or concerns in a responsible, professional manner so as to:

- not disrupt the proper functioning of their duties;
- not undermine the authority of their co-workers, supervisors, or superiors;
- maintain appropriate and productive working relationships with their co-workers, supervisors, and superiors; and,
- ensure that all applicable laws and regulations are followed.

Communications from employees regarding complaints or concerns must be accurate, demonstrate sound judgment, and promote the District's mission, and must be submitted to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) in written form and signed. Further, the employee is to maintain confidentiality of the report so that the problem can be appropriately corrected in the best interests of the District. Employees are to use the appropriate complaint or grievance mechanism for matters involving anti-discrimination or harassment as noted elsewhere in this Handbook.

Section 4: Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

- Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone

number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.

- Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Executive Director of Business Operations & Human Relations
Title IX	Discrimination or harassment based on sex, gender equity	Executive Director of Business Operations & Human Relations
Section 504 of the Rehabilitation Act and the American With Disabilities Act Homeless Student Laws	Discrimination, harassment or reasonable accommodations of persons with disabilities Children who are homeless	Executive Director of Student Services Executive Director of Student Services
Safe and Drug Free Schools and Communities	Safe and Drug Free Schools	Executive Director of Student Services

additional information provided in the request for reconsideration and make a decision on the request for reconsideration within ten (10) days after the request for reconsideration was filed.

Section 5: Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) give parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Section 6: Breakfast and Lunch Programs

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

Section 7: Confidentiality of Protected Health Information

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

ARTICLE 8: MISCELLANEOUS INFORMATION

Section 1: Crisis Response Team

People in crisis often experience anxiety, feelings of vulnerability and difficulty. Events such as the death of a teacher or student, natural or accidental disasters, and real or threatened violence may produce a crisis for students and faculty alike. The need to cope effectively is necessary. The purpose of the Columbus Public Schools Crisis Response team is to evaluate crisis situations and plan intervention strategies. Guidelines are written to help address these concerns and to establish procedures for situations.

Section 2: Advertisement & Promotions

Advertisements, promotions, soliciting, and fund drives conducted in the school buildings or on school grounds are sometimes inevitable, sometimes necessary, and sometimes important. Care shall be taken to consider the effects of such activities upon the students, parents, and the community. Board policy and administrative rules and regulations provide guidance for decisions regarding these topics. (Copies of all promotional materials to be distributed directly to students must be provided by the promoter in both English and Spanish.)

- The Board recognizes that modern production, packaging, and distribution methods make it all but inevitable that some materials and equipment will carry advertising or promotional slogans to which students will be exposed.
- Where advertising or promotions are presented to students as part of any program or is present on any instructional material, the overall benefits of the program or material must outweigh adverse effects of the advertising or promotion.
- Advertisements and promotions for school events, for school sponsored programs, for athletic events, for use in sponsoring the school paper or school annuals are approved forms of advertisement and promotion. However, advertising which refers to tobacco, alcoholic drinks, or unlawful drugs is forbidden in any school publication.
- Students or employees while on school premises shall be protected from unauthorized solicitation for the purchase of goods or services, for participation in an organized campaign to raise funds, and for the donation of money or goods to an organized campaign.
- Teachers may not permit such campaigns, drives, or solicitation within their classrooms except for those outlined in policy or in administrative regulations.
- Any and all community fund drives officially recognized and permitted on school premises will be determined by the Office of the Superintendent of Schools, and/or the Board of Education.
- Fund raising activities sponsored by school clubs, school classes, and parent organizations are part of approved school activity. In the conduct of any approved campaign for funds, no quotas may be set for individual and donations must be entirely voluntary without any pressure which compares the giving of one individual with the giving of another individual.

Section 3: Distribution of Information

Cooperation with community service and youth serving agencies through assisting these agencies in the distribution of information of value to students and their families shall be as follows:

- Each distribution must be approved by the Executive Director of Student Services.
- Principals shall notify teachers of the distribution.
- Representatives of agencies wishing to distribute information through the schools shall:
 - Package and label by building and by classroom enough materials to go to each child or family as targeted for distribution.
 - Deliver material to the Central Administrative Office at least one day prior to mail delivery or, after approval, deliver directly to the buildings.

- Material with political, commercial, or religious content will not be approved for distribution, nor will materials containing art or composition which is in bad taste or otherwise inappropriate for distribution to students.

Section 4: Parent-Teacher Organizations

We recognize the Parent-Teacher Association, School Site Councils, and other school/parent groups as some of our strongest allies. Staff members are asked to cooperate with the officials of these organizations and do all within their power to assist in the work.

Section 5: Requisitions

No student, teacher, or employee of the Board shall have power to purchase, or agree to purchase, any supplies or materials for use in the public schools, whether or not to be sold to student or used in any department whatsoever, except by a proper requisition for a purchase order through the appropriate office. This also applies to purchase of services, such as printing, etc.

When ordering supplies or materials through the Warehouse, a requisition form signed by the Principal/supervisor must be submitted to the Administration Office for processing. The requisitioner should specify item number and description and make a copy for his/her records. Be sure to include budget code numbers on the requisition.

Supplies and materials may be requisitioned through the Principal. When ordering from the Warehouse, specify item number and description.

All requisitions are to be made electronically, and must be approved by the respective Principals. The building principal will assign the purchase order number and forward the electronic submission based on the District's requisition process.

Section 6: Soliciting

Employees while on school premises, shall not be solicited for the purchase of goods or services, not be requested to participate in an organized campaign to raise funds or not be requested to donate money or goods to an organized campaign. Approved fund drives must be entirely voluntary. Exceptions are:

- Columbus Public Schools Foundation, United Way Fund Drive, Combined Health Agencies Drive (CHAD), and the Community Health Charities.
- Fund-raising activities sponsored by school clubs, school classes, and parent organizations approved by the building principals/supervisors.
- Contribution to courtesy funds for serious illness of a staff member or student and to the retirement of staff members approved by the building principal/supervisor.
- Solicitation of students to produce services and materials for community organizations or groups to the extent that such production furthers the students' educational development and does not exploit them and are approved by the building principal.
- Internal fund drives of employee organizations.
- Other solicitations, sales, or drives approved by the Executive Director of Business Operations.

Section 7: Visitors

All visitors to any school building are required to report immediately to the buildings main office. No visitor will be allowed in the building without the prior approval of the building Principal and/or the Principal's designee. All visitors must have a visitor badge. Staff members are expected to notify the office if a visitor does not have a badge. Any child visiting school must be accompanied by an adult.

Section 8: Pay for the Performance of Other Duties

Classified, non-exempt employees can only earn overtime pay on their regularly scheduled duties. If an individual employee volunteers to sell tickets, keep score, work a concession stand, they may be paid an amount that is different from their regular hourly wage.

2019-20 Classified Salary Schedule Columbus Public Schools

	ASP Support Staff	ASP Lead Staff *	ASP Site Director *			Regular / ELL Para	2nd Lang. Fluent Para		High Needs SpEd Para		HS/MS Cust.
Step				Food 1	Food 2			SpEd Para		Guard	
increase	1.0400										
1	\$9.57	\$10.87	\$11.75	\$11.69	\$11.99	\$11.75	\$12.33	\$12.05	\$12.79	\$12.29	\$12.53
2	\$9.81	\$11.11	\$11.99	\$11.93	\$12.23	\$11.99	\$12.57	\$12.29	\$13.03	\$12.53	\$12.77
3	\$10.05	\$11.35	\$12.23	\$12.17	\$12.47	\$12.23	\$12.81	\$12.53	\$13.27	\$12.77	\$13.01
4	\$10.29	\$11.59	\$12.47	\$12.41	\$12.71	\$12.47	\$13.05	\$12.77	\$13.51	\$13.01	\$13.25
5	\$10.53	\$11.83	\$12.71	\$12.65	\$12.95	\$12.71	\$13.29	\$13.01	\$13.76	\$13.25	\$13.49
6	\$10.77	\$12.07	\$12.95	\$12.89	\$13.19	\$12.95	\$13.53	\$13.25	\$14.00	\$13.49	\$13.73
7	\$11.01	\$12.31	\$13.19	\$13.13	\$13.43	\$13.19	\$13.77	\$13.49	\$14.24	\$13.73	\$13.97
8	\$11.25	\$12.55	\$13.43	\$13.37	\$13.67	\$13.43	\$14.01	\$13.73	\$14.48	\$13.97	\$14.21
9	\$11.49	\$12.79	\$13.67	\$13.61	\$13.91	\$13.67	\$14.25	\$13.97	\$14.72	\$14.21	\$14.45
10	\$11.73	\$13.03	\$13.91	\$13.85	\$14.15	\$13.91	\$14.49	\$14.21	\$14.96	\$14.45	\$14.69
11	\$11.97	\$13.27	\$14.15	\$14.09	\$14.39	\$14.15	\$14.73	\$14.45	\$15.20	\$14.69	\$14.93
12	\$12.21	\$13.51	\$14.39	\$14.33	\$14.63	\$14.39	\$14.97	\$14.69	\$15.44	\$14.93	\$15.17
13	\$12.45	\$13.75	\$14.63	\$14.57	\$14.87	\$14.63	\$15.21	\$14.93	\$15.68	\$15.17	\$15.41
14	\$12.69	\$13.99	\$14.87	\$14.81	\$15.11	\$14.87	\$15.45	\$15.17	\$15.92	\$15.41	\$15.65
15	\$12.93	\$14.23	\$15.11	\$15.05	\$15.35	\$15.11	\$15.69	\$15.41	\$16.16	\$15.65	\$15.89
16	\$13.17	\$14.47	\$15.35	\$15.29	\$15.59	\$15.35	\$15.93	\$15.65	\$16.40	\$15.89	\$16.13
17	\$13.41	\$14.71	\$15.59	\$15.53	\$15.83	\$15.59	\$16.17	\$15.89	\$16.64	\$16.13	\$16.37
18	\$13.65	\$14.95	\$15.83	\$15.77	\$16.07	\$15.83	\$16.41	\$16.13	\$16.88	\$16.37	\$16.61
Step	Elem./ Night Cust.	Night Cust. Supv.	Sec. 1	Sec. 2	Sec. 3	Mainten- ance	Trans- lator	Supv./ Maint. Coord.	Bus Drivers	CNA	LPN
1	\$12.77	\$13.01	\$13.02	\$13.74	\$13.99	\$14.21	\$15.01	\$15.17	\$15.23	\$15.03	\$17.85
2	\$13.01	\$13.25	\$13.26	\$13.99	\$14.23	\$14.45	\$15.24	\$15.41	\$15.47	\$15.27	\$18.09
3	\$13.25	\$13.49	\$13.50	\$14.23	\$14.47	\$14.69	\$15.48	\$15.65	\$15.71	\$15.51	\$18.32
4	\$13.49	\$13.73	\$13.74	\$14.47	\$14.71	\$14.93	\$15.71	\$15.89	\$15.96	\$15.75	\$18.56
5	\$13.73	\$13.97	\$13.99	\$14.71	\$14.95	\$15.17	\$15.95	\$16.13	\$16.20	\$15.98	\$18.80
6	\$13.97	\$14.21	\$14.23	\$14.95	\$15.19	\$15.41	\$16.19	\$16.37	\$16.44	\$16.22	\$19.04
7	\$14.21	\$14.45	\$14.47	\$15.19	\$15.43	\$15.65	\$16.42	\$16.61	\$16.69	\$16.46	\$19.28
8	\$14.45	\$14.69	\$14.71	\$15.43	\$15.67	\$15.89	\$16.66	\$16.85	\$16.93	\$16.70	\$19.52
9	\$14.69	\$14.93	\$14.95	\$15.67	\$15.91	\$16.13	\$16.89	\$17.09	\$17.17	\$16.94	\$19.76
10	\$14.93	\$15.17	\$15.19	\$15.91	\$16.15	\$16.37	\$17.13	\$17.33	\$17.42	\$17.18	\$20.00
11	\$15.17	\$15.41	\$15.43	\$16.15	\$16.39	\$16.61	\$17.36	\$17.57	\$17.66	\$17.42	\$20.24
12	\$15.41	\$15.65	\$15.67	\$16.39	\$16.63	\$16.85	\$17.60	\$17.81	\$17.90	\$17.66	\$20.48
13	\$15.65	\$15.89	\$15.91	\$16.63	\$16.87	\$17.09	\$17.84	\$18.05	\$18.14	\$17.90	\$20.72
14	\$15.89	\$16.13	\$16.15	\$16.87	\$17.11	\$17.33	\$18.07	\$18.29	\$18.38	\$18.14	\$20.96
15	\$16.13	\$16.37	\$16.39	\$17.11	\$17.35	\$17.57	\$18.31	\$18.53	\$18.62	\$18.38	\$21.20
16	\$16.37	\$16.61	\$16.63	\$17.35	\$17.59	\$17.81	\$18.54	\$18.77	\$18.86	\$18.62	\$21.43
17	\$16.61	\$16.85	\$16.87	\$17.59	\$17.83	\$18.05	\$18.78	\$19.01	\$19.10	\$18.86	\$21.67
18	\$16.85	\$17.09	\$17.11	\$17.83	\$18.07	\$18.29	\$19.02	\$19.25	\$19.34	\$19.09	\$21.91
Note 1:	Secretary Classification: 1: Other Secretarial positions; 2: Elementary Secretary, CHS Principal's Secretary; 3: CMS Principal's Se										
Note 2:	Substitutes hired for positions on this salary schedule are paid at the starting hourly wage for that position.										
Note 3:	Translators who are not regular district employees are paid at the starting houly wage for that position.										
Note 4:	ASP Lead Staff and Site Directors who are also regular district employees are paid at their regular hourly rate.										

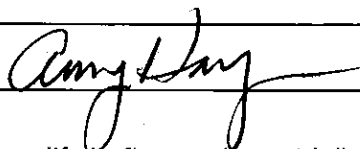

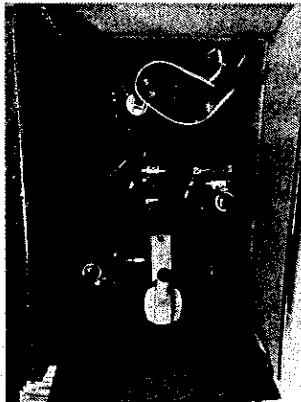
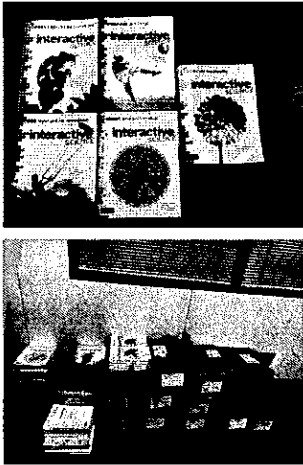
DATE	7/17/19
BUILDING	CMS
PROGRAM	Science
PRINCIPAL/DIRECTOR SIGNATURE	
Description of materials to surplus: Pearson Student Workbooks, Broken Microscopes, Amplify Leftovers (from trial)	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
To insert an image here, place your cursor in this box and select insert from the menu bar, then select image and choose the appropriate image.	Give a description and the reason the item is being declared surplus property.	Examples: trash, recycle, donated, etc. Items being moved to other CPS locations should not be declared surplus property.
	Extra stuff from the Amplify Pilot. Including sorting cards, teacher manuals, posters, etc.	Not needed - can be trash
	Broken microscopes - 8 of them in varying degree of brokenness. Some have ripped out cords, broken lenses, non-working parts, or complete pieces ripped off	Cannot use - can be trash or fixed if someone has the know how

Columbus Middle School

	<p>Pearson science assorted student work books as well as a few sets of teacher books. Some books were used but not written in, others were not used at all. Titles are shown in picture</p>	<p>These could be recycled or sold but we will no longer use this curriculum with the new standards</p>

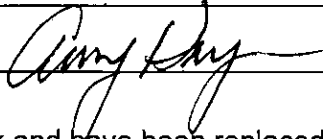
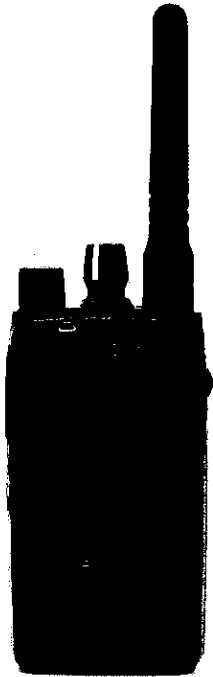
DATE	7-17-19
BUILDING	CMS
PROGRAM	Office
PRINCIPAL/DIRECTOR SIGNATURE	
Description of materials to surplus: Hand held radios- maglife, they no longer work and have been replaced with new radios	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
<small>To insert an image here, place your cursor in this box and select insert from the menu bar, then select image and choose the appropriate image.</small>	<small>Give a description and the reason the item is being declared surplus property.</small>	<small>Examples: trash, recycle, donated, etc. Items being moved to other CPS locations should not be declared surplus property.</small>
	12 Hand held radios and the charging base that no longer work	Batteries will be disposed of properly and the rest will be placed in the trash.

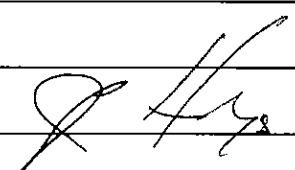
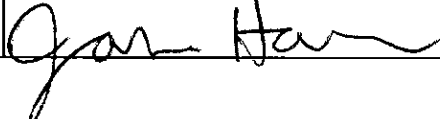
DATE 8/6/19	
BUILDING Lost Creek	
PROGRAM Elementary	
PRINCIPAL/DIRECTOR SIGNATURE	Principal JP Holys 
<p>Description of materials to surplus:</p> <p>12 Old wooden chairs with varnish coming off, 4 bakelight chairs, padded roller chair, 4 old desks, warped table with no legs, book case with silver contact paper covered shelves, 2 Humidifiers, 1 overhead projector, 1 small table, old vcr with broken door.</p>	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
To insert an image here, place your cursor in this box and select insert from the menu bar, then select image and choose the appropriate image.	Give a description and the reason the item is being declared surplus property.	Examples: trash, recycle, donated, etc. Items being moved to other CPS locations should not be declared surplus property.
	12 Old wooden chairs with varnish coming off	trash
	4 bakelight chairs	trash
	Padded broken roller chair	trash
	4 old desks that don't match any in the building	trash
	warped table with no legs	trash
	book case with silver contact paper covered shelves	trash
	2 Humidifiers	recycle
	1 overhead projector	trash
	1 small table with edges ripped off	trash
	old vcr with broken door	recycle

Columbus High School

DATE	8/12/19
BUILDING	CHS
PROGRAM	CLSP
PRINCIPAL/DIRECTOR SIGNATURE	
Description of materials to surplus: LAS Language Assessment kits Fellowes Paper Shredder DS-14Ci	

[illegible]

2019-2020 Safety Committee Members

Person	Building	Attendance
Leonard Kwapnioski	Administration Building	
Michelle Cruise	Administration Building	
Heather Walla	Centennial	
Andy Luebbe	Centennial	
Angie Luebbe	Emerson	
Tammy Lyon	Emerson	
JP Holys	Lost Creek	
Bob Hausmann	North Park	
Carrie Trofholz	North Park	
Paula Lawrence	West Park	
Wendi Petersen	West Park	
Jordon Anderson	Middle School	
Karla Bartlett	Middle School	
Dave Hiebner	High School	
Calvin Mustard	High School	
Molly Hornbeck	High School	
Mike Grutsch	Maintenance	
Jason Harris	Student Center	
Jessy Hill	Crisis Committee	
Robyn Wilcox	Crisis Committee	
Cherie Van Dyke	Administration Building	
Theresa Seipel	Board Member	
Mike Jeffries	Board Member	



Control Management, Inc.

People you know, a Company you trust

Proposed to

Columbus Public Schools

Service Support Program

Primary Plan

9-01-2019

Start Date

8-31-2020

End Date



Service Support Program

Introduction

Columbus Public Schools has many buildings that operate with building automation controls. The operations staff is responsible for maintaining staff comfort at this building.

Service Plan Objectives

1. Provide the owner with priority response based on owner directed service support need.
2. Provide as needed training to owner representatives.
3. Online/Onsite Support for staff
4. Expedited Emergency Response Time
5. Enhance performance of existing investments
6. Maintain up to date technologies
7. Leverage CMI's support relationship
8. Lock Pricing for labor and parts

Price Advantage

Service Labor Rates (after owner directed time)

	<u>Current*</u>	<u>Discount</u>	<u>Extended</u>
Regular Rate	\$120	10%	\$108.00
Overtime Rate	\$180	10%	\$162.00
Holiday Rate	\$240	10%	\$216.00
Mileage	\$0.75/mile		

Material Multipliers (off of published list prices)

Alerton	0.45
Vykon	0.80
Honeywell	0.65
Siemens	0.45

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Satellite Offices in Lincoln and Columbus NE



CMI Service Plan Features

Service and Account Managers

Dedicated managers will be responsible for your total satisfaction. Your Service Manager will provide the designated services, monitor equipment performance, and track equipment service history. Your Account Manager will consult with you to meet your business objectives. Your Service Manager is Troy Coulter and your Account Manager is Scott Kroeker, Jeff Robinson is your local contact in Columbus.

Dedicated Service Team

Our Service Team knows these systems. All of our service technicians are factory trained on the equipment and are specialists in maintaining and troubleshooting your system.

Priority Response Time

As a support program customer, you will be given priority for service calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.

Call availability – CMI Service is available to call 7 days a week 24 hours per day. After business hours an on-call technician is available for assistance.

Database Protection

The stored electronic information (programming, setpoints etc.) in your system represents a large part of your investment. **Control Management, Inc.** will back up your entire database on a regular basis to ensure that it is always complete and up-to-date. We will maintain a site copy at your facility as well as keeping a protected copy in our office. This proposal includes:

- ✓ Spring and Fall Backup of Web based controller

Technology Upgrades

There are periodic releases software and chip updates that provide added features or speed to your system. **Control Management, Inc.** will provide these upgrades as they become available, always keeping your system current. This proposal includes:

- ✓ Upgrade global supervisor software to latest version.
- ✓ Global Controller patches as provided by manufacturer.

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Preventative Maintenance

Regular visits from our service technician can help head off emergency calls before they happen. This proposal includes:

- ✓ To augment the staff running your facility and to ensure you receive the maximum benefit of the Alerton HVAC Control applications implemented in your facilities, CMI will provide a qualified technician **2 prescheduled checkouts per year** for the entire system. **Monthly** high-level review of system alarms.

The following preventative maintenance routines will be performed on a **bi-annual basis** as part of our standard service:

- ✓ **Review Sites Log:**
- ✓ Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted, and the root cause addressed.
- ✓ **Review Network Workstations / Communication:**
- ✓ Verify Communication with Controllers
- ✓ Review BAS system for CRITICAL and OFF-LINE status indicators.
- ✓ Review BAS system for OVERRIDE and DISABLED status indicators.
- ✓ **Review Alarm Log:**
- ✓ Points generating excessive alarms will be noted.
- ✓ The technician will make recommendations to address root cause hardware or software issues causing alarms.
- ✓ **Review Event Log**
- ✓ Unusual events will be noted.
- ✓ The technician will make recommendations to address issues causing events.
- ✓ **Review System for Failed Points:**
- ✓ Reports will be run to check for failed points.
- ✓ Failed points may be indicators of equipment / devices needing repair or of a significant database issue.

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- ✓ The technician will make recommendations to address failed points.
- ✓ **Review System for Operator Overrides:**
- ✓ Reports will be run to check for points in Operator Override.
- ✓ Points in operator override cause the system to not run in "Automatic" mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- ✓ The technician will make a list of all points in Operator Override along with recommendations to address root cause.
- ✓ **Verify Device Communication:**
- ✓ All Global Controller and equipment controller's communication status is reviewed.
- ✓ Any issues are noted, and recommendations made.
- ✓ **Perform a Battery Check of Global Controller:**
- ✓ Fully charged Batteries are key to maintaining the volatile RAM in your global controllers in the event of a power failure and/or brownout.
- ✓ Controllers needing battery replacement shall be identified to owner's representative.
- ✓ **Perform Memory Analysis of Global Controller:**
- ✓ The Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- ✓ A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
- ✓ Any panels that are low on memory will be noted along with recommendations to remediate the issue.
- ✓ **Review Controllers Operation:**
- ✓ Accurate and reliable operation of the Controllers is key to the successful operation of your facility.
- ✓ Firmware ROC File Version is verified against most recent version if there is a known issue.

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- ✓ The Controller Logic (DDC) Program is verified to be running.
- ✓ System Date/Time settings are verified.
- ✓ Daylight Savings settings are verified.
- ✓ **Perform General System Operational Review:**
- ✓ While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system as a whole from the Graphic Workstation and ensure the Alerton control system is operating as desired.
- ✓ Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- ✓ Any discrepancies or areas of concern will be noted.
- ✓ **Review with staff on site any comfort issues:**
- ✓ While onsite and performing the above Preventative Maintenance routines the Service Technician will review with the onsite staff if there are any comfort issues and will determine if we can resolve the issues with the control system. If he cannot resolve the issue, CMI will make recommendations for a fix.

Non-Scheduled Repair Time

Extra hours of support as you need it, whether it is immediate online support from our office, or an on-site visit from a service technician. Prepaying for these hours allows you to budget for emergency calls or special projects and spread the payments on your terms. This proposal includes (125 hours).

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Satellite Offices in Lincoln and Columbus NE



Service Plan Pricing Summary

Pricing for Service Plan Features are based on a 1-year program, billed annually at the beginning of the contract year.

Year 1: \$34,117

Control Management, Inc. believes that this proposal includes the best interests of Columbus Public Schools based on your input. Please feel free to contact me if you have any changes. If accepted, sign and date below and return to Control Management, Inc. with purchase order information. The other copy is for your records.

Thank you for the opportunity to present this service proposal.

Sincerely,

PROPOSED BY:
Scott Kroeker
Executive Director
Business Solutions



Control Management, Inc.
p.402.571.9454
c.402.639.0173
scottk@cmiomaha.com

ACCEPTED BY:

Signature _____

Printed Name _____

Title _____

Company Name _____

Date _____

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TERMS AND CONDITIONS

Parties:

These Terms and Conditions are a legally binding contract ("Contract") between customer ("Customer") and Control Management Inc. ("CMI").

Coverage Period:

The effective period of this Contract begins and ends on the dates specified in the service contract agreement.

Payment Terms:

This contract must be paid in full within 30 days of the start date. If payment is not received within 30 days of the start date, Customer agrees that, CMI shall have the right to cancel this Contract, which shall be void and unenforceable from the start date. In addition, Customer agrees to pay CMI for any services provided under the Contract at CMI's current standard service rate. A current valid purchase order does not guarantee to Customer any rights set forth in this Contract.

Cancellation Terms:

Written notice of cancellation must be received at the address listed below no later than 90 days prior to the start date of the next billing period (e.g. 90 days before the start of the second year of a multi-year agreement). Refunds of any unused service will be determined by CMI. Any service performed by CMI after the notice of cancellation will be billed time and material at CMI's current standard service rates.

Service Contract:

As part of this Contract, CMI will provide ongoing internet, email and phone support, Monday through Friday 7AM – 4PM CST/CDT, to Customer. If a service request cannot be resolved by internet, email or phone support, at CMI's option, a CMI technician or authorized representative will make a scheduled service call to the Customer's facility, during normal business hours Monday through Friday 7AM-4PM. The CMI technician or authorized representative will use all commercially reasonable efforts to repair Customer's system. A service call does not guarantee that a non-operational system will become operational. CMI does not guarantee that any system component or parts are repairable or are available.

Preventative Maintenance:

With Critical and Enhanced service contracts CMI offers scheduled preventative maintenance ("PM") visits. During a PM visit a CMI service technician or authorized representative will check routine functions of the control system(s) described in the service contract agreement and review system performance. During a PM visit, the CMI service technician will not repair or fix any reported or un-reported problems. Equipment to be covered in the preventative maintenance agreement will be listed in a schedule attached to the Contract.

Legacy Software:

CMI does not own, use or possess non-CMI software. Solely as permitted by applicable law, CMI will provide service for software related issues if Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force. CMI cannot and will not upgrade or make enhancements to legacy system software. If Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force, CMI will use all commercially reasonable efforts to maintain the system's functionality. If Customer cannot provide evidence to CMI that necessary licenses are valid or in full force, please contact CMI for instructions.

Pre-Existing Defect:

If CMI finds that the Customer's system has a pre-existing defect prior to this Contract's start date, CMI reserves the right to terminate this Contract and shall have no obligation or liability to Customer for termination.

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Special Exclusions:

This Contract does not cover damage due to external causes, including but not limited to: accident, abuse, misuse, natural causes, natural disasters, war, civil disturbances, acts of God, problems with electrical power, usage not in accordance with written product instructions, failure to perform required preventative maintenance, problems caused by use of software not provided by CMI, or parts and components not supplied by CMI. This Contract does not cover consumable items, such as but not limited to: software, bulbs, filters, lamps or any non-CMI added components.

Non-operational Components:

If at any time CMI determines a component is non-operational, CMI is not responsible for prior, pending or future loss of business or data; related actions; or downtime.

Disclaimer of Warranties:

TO THE FULLEST EXTENT PERMITTED BY LAW, CMI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SYSTEM AND CMI'S SERVICES AND ALL EQUIPMENT, INFORMATION, AND PRODUCTS PROVIDED BY CMI.

Liability Disclaimer:

To the maximum extent permitted by applicable law, in no event will CMI or its affiliates be liable to Customer (or any third party making claims through customer) for any damages whatsoever, including but not limited to any indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods or services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of the system or the services, even if CMI has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

Indemnification

The Customer agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's breach of any warranty made by the Customer pursuant to this Agreement. The Customer further agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's negligent or reckless acts or omissions arising out of this Agreement.

Additional Terms

- a) CMI reserves the right to cancel any and / or all serviced ordered and refund the customer's payment in whole or in part if a condition exists that impairs the rendering of services. This includes but is not limited to repairs which exceed the systems worth, wiring, overcoming physical or technical barriers, or any other requirements of a customer that is abnormal or outside the scope of work covered by this agreement as reasonably determined by a representative of CMI and / or any third party service providers.
- b) If CMI's ability to render service is impaired by you and / or circumstances outside of the control of CMI and / or any third party service providers, CMI may choose not to render service.
- c) In the event that the system(s) is (are) changed/ moved in any way without CMI's prior knowledge and consent, we reserve the right to terminate this agreement and refund the Customer's payment in whole or in part.
- d) CMI shall be free to start and stop all primary equipment and devices which are to be serviced.
- e) You may cancel your scheduled service call provided you give CMI at least four hours' notice prior to the scheduled performance of service. Failure to do so could result in the assessment of a service charge, repeated failure could result in cancellation of service and a breach of this contract.

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- f) All scheduled service calls are approximate times, and not a guarantee of appointment. Extenuating circumstances, including but not limited to: traffic and or hindrances to transportation, hazardous travel conditions, power outages, and /or any other unforeseen circumstance could result in delay or rescheduling of your appointment at the technician's discretion. All reasonable attempts will be made to perform your service at the mutually agreed upon date and time.
- g) By requesting this service plan you release and hold harmless CMI and / or its third party service providers any loss, liability, or damage, that you the owner or lessee may suffer, including but not limited to: any loss of any data, any component or element of your computer system or peripherals resulting from CMI, it's technicians, third party service providers and their agents, and or partners regardless of the warranties, disclaimers and waivers, or services.
- h) CMI reserves the right to replace devices, when necessary, with devices which have similar operating characteristics. All parts and replacement devices shall carry the manufacturer's standard written guarantee.
- i) You agree to pay, as an addition to the contract amount, the amount of present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with regard to the transfer, use, ownership or possession of the equipment to which this agreement relates.

Miscellaneous:

This Contract is the entire agreement between Customer and CMI with respect to the subject matter hereof. This Contract supersedes any and all prior or contemporaneous agreements between Customer and CMI with respect to the subject matter hereof. If any part of this Contract is determined to be invalid or unenforceable, it will not impact any other provision of this Contract, all of which will remain in full force and effect. This Contract is governed by and will be interpreted in accordance with the laws of the state of Nebraska, without regard to any choice of law provisions.

Questions:

Questions regarding this Contract can be directed to a CMI representative by phone at (402) 571-9454, or by email at inform@cmiomaha.com. Written correspondence can be mailed to:

Control Management Inc.
Attn: Service Department
PO Box 12038
8421 North 29th Street
Omaha, NE 68112

*The terms of this contract are subject to change without notice.

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4,647



TRANE

SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
11937 Portal Road
La Vista, NE 68128

Company Name

Columbus Schools District 1
PO Box 947
COLUMBUS, NE 68602

Trane Representative

Kevin Hoffart
Cell: (402) 516-5216
Office: (402) 331-7111

Sites Included:

Emerson Elementary School
Centennial Elementary School
Columbus Middle School
Previous Columbus Middle School

Proposal ID

2691633

Service Contract Number

2691633

Contact Telephone Number for Service

(402) 935-9058

June 13, 2019

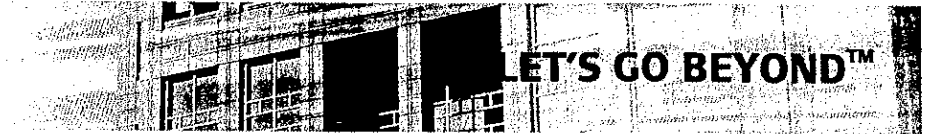


HVAC EQUIPMENT COVERAGE

Location	Equip Manufacture	Equip ID	Boiler Model #	Boiler Serial #	State ID#
C.M.S.	Fulton	Boiler #4	PHW-2000	97727	NE06615
C.M.S.	Fulton	Boiler #3	PHW-2000	97732	NE06614
C.M.S.	Fulton	Boiler #2	PHW-2000	97731	NE06613
C.M.S.	Fulton	Boiler #1	PHW-2000	97729	NE06612
C.M.S.	Fulton	WH-3	PDWH-1000	97735	NE06611
C.M.S.	Fulton	WH-2	PDWH-1000	97737	NE06610
C.M.S.	Fulton	WH-1	PDWH-1000	97733	NE06609
Centennial	L.E.S.	Boiler 1	VW-180	00E-8726	NE08421
Centennial	L.E.S.	Boiler 2	VW-180	00E-8725	NE08422
Emerson	LES	Boiler 1	VW-180	00E-8721	
Emerson	LES	Boiler 2	VW-180	00E-8723	
Old CMS	Kewanee	Boiler 1		O-1537	
Old CMS	Cyclonetic	Boiler 2	JB2G-10-RM7896C-M.20-UL	U59489A-01-5-00	
Old CMS	Kewanee	Boiler 3		O-1554	
Old CMS	Kewanee	Boiler 4			

Description
Annual Boiler Tuning

Quantity Per Year
1



PRICING AND ACCEPTANCE

Columbus Schools District 1
PO Box 947
COLUMBUS, NE 68602

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,647.00	4,647.00	Annual

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 139.41 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

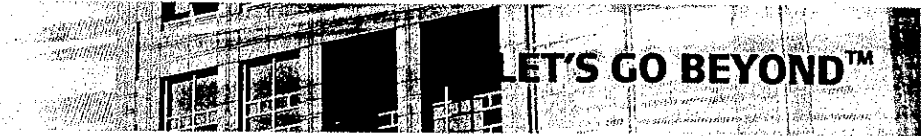
Term

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2019. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 31, 2020, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (402) 935-9058 or by direct mail addressed to: 11937 Portal Road La Vista, NE 68128.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on



changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Kevin Hoffart
_____ Printed Name	_____ Proposal Date: June 13, 2019
_____ Title	_____ Cell: (402) 516-5216
_____ Purchase Order	_____ Office: (402) 331-7111
_____ Acceptance Date	_____ License Number:
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2019.
Total Contract Amount: \$4,647.00 USD.



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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's Invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages,



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losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b)



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any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, Internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company becomes aware. Any breach in privacy of which Customer becomes aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)



ServiceMaster by Shevlin
2104 13TH STREET
COLUMBUS, NE 68601
Phone: 402/564-9192
Fax: 402/564-6184
info@smbyshevlin.com
www.smbyshevlin.com

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July 2, 2019

Columbus Public Schools
Leonard Kwapnioski

Item	Price
Annual custodial at elementary schools services contracted August 22, 2019 through August 21, 2020.	\$197,680.00
Annual custodial at CMS services contracted August 22, 2019 through August 21, 2020 (includes 100 activity hours).	\$60,012.00
Custodial services at the Administration Building Monday through Friday according to task schedule.	\$1,083.00/Monthly
Custodial services at the Pathways Building Monday through Friday according to task schedule.	\$305.00/Monthly
Contracted Total:	\$274,348.00

NOTES:

1. This quote will expire after the 2019/2020 school year. Please refer to the blue prints included with this proposal that detail areas that ServiceMaster will service.

[illegible]