

Board of Education Regular Meeting

Monday, August 10, 2020 8:00 PM

Pender Public School, Room 306, 609 Whitney St, Pender, NE 68047-0629

1. **The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.**
2. **Call to Order, Roll Call, Establishment of a Quorum**
3. **Establishment or Approval of the Agenda**
4. **Approve Minutes of Previous Meetings**
5. **Financial Report**
6. **Approve Payment of Bills**
7. **Administrative Reports**
8. **Audience with Board**
9. **Insurance Proposals**
10. **Return to School Plan**
11. **NRCSA and NREA Membership**
12. **Elementary AC Unit Repair**
13. **Personnel**
 1. Resignation (Rachel Verschoor)
 2. Substitute (Danielle Reppert)
 3. Extra Duty Pay Plan
14. **Northeast Nebraska Tribal Broadband Project**
15. **Bowling**
16. **Policy**
 1. Second Reading: 1200, 3560, 4002, 4003, 4190, 4260, 5001, 5401, 6380, 7060 and 7070
 2. Classified & Certified Employee Handbooks
 3. BOE Policy #5415 - Bullying - Annual Review
 4. BOE Policy #5416 and Administrative Regulation 5416.1 - Student Fees - Annual Review and Hearing
 5. BOE Policy 5417 - Wellness Policy - Annual Review
 6. BOE Policy 6400 - Parental Involvement - Annual Review and Hearing
 7. BOE Policy 6800 - Internet Safety - Annual Review
 8. BOE Policy 5006 and Administrative Regulation (AR) 5006.1 - Enrollment Option - Annual Review
17. **Pendragon Sports Complex**
18. **Executive Session**
19. **Reconvene in Open Session**
20. **Upcoming Meetings/Board Opportunities**
 1. Pre-service Breakfast/Welcome - August 18 - 8:00 am
 2. Special Board Meeting - late August
 3. Next Regular Meeting - September 14, 2020 at 7:00 pm
 4. Area Membership Meeting - September 9 - Norfolk
 5. Facilities & Construction Workshop - September 24 - Kearney
 6. Labor Relations Conference - October 14 & 15 - Kearney
 7. NASB State Education Conference - November 18-20

- Omaha

21. Adjournment

- 22. The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.**

PENDER PUBLIC SCHOOLS BOARD OF EDUCATION MEETING MINUTES
Pender Public Schools – Heese Event Center
July 13, 2020 – 8:00 p.m.

The Pender Public School Board of Education met in regular session in the Heese Event Center on Monday, July 13, 2020. President Matt Peters called the meeting to order at 8:09 p.m. with the following members present: Jason Roth, Matt Heineman, Jean Karlen, Mandy Johnson, JJ Maise and Matt Peters. Also present were Superintendent Jason Dolliver, Secondary Principal Eric Miller, Elementary Principal/SPED Director Kelly Ballinger and Recording Secretary Deanna Hansen.

As required by Nebraska Statute 84-1412(8), President Peters drew the attention of those present to the location of information regarding the Open Meetings Act posted in the meeting room and accessible to all members of the public.

President Peters reviewed the agenda as presented, affirmed that every board member had received notice of the meeting, and confirmed that the time and place of the meeting had been published or posted as required by Board Policy 8342.

A motion was made by Karlen and seconded by Heineman to approve the agenda as amended, moving items #9 and #10 to before item #7. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Motion to approve the minutes of the regular board meeting held on June 8, 2020 was made by Johnson and seconded by Maise. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

A motion to approve financial reports and payment of bills as follows: General Fund - \$246,505.14; School Nutrition Fund - \$20,372.50; Bond Fund - \$1,074.00; Activity Fund - \$5,503.16; and Payroll - \$177,665.31 was made by Roth and seconded by Johnson. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Special Education Director Kelly Ballinger spoke to the Board about the PEAK programming that has been used in the Pendragon Academy for the last two school years. It is a vital component of it, and it is important to continue use of it. School Psychologist Leah Clark joined the Board Meeting via Zoom to provide some background information and answer questions the Board had. Dr. Dolliver recommended approval of the purchase of the programming for the 2020-2021 school year.

A motion to approve the continuation of the PEAK training and curriculum resources for the Pendragon Academy staff members for the 2020-21 school year at a cost of \$6,000 was made by Karlen and seconded by Johnson. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Dr. Dolliver and Mrs. Ballinger provided background information about the ACT (Acceptance and Commitment Training) Programming. It is aimed at providing mental health support for all students. School Psychologist Leah Clark joined the Board Meeting via Zoom to provide some additional

information about how the program would be implemented and answered the Board's questions. Superintendent Dolliver recommended to approving the purchase of the programming for the 2020-2021 school year.

A motion to approve the purchase of the ACT Program training and curriculum resources for the 2020-21 school year at a cost of \$6,000 was made by Maise and seconded by Karlen. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Superintendent Jason Dolliver, Secondary Principal Eric Miller and Elementary Principal/SPED Director Kelly Ballinger presented administrative reports. These reports can be seen in their entirety by logging on to the Pender School website (<http://www.penderschools.org>), clicking on the Board of Education tab, selecting eMeeting and opening the attached reports. A printed copy can be obtained at the school. Some of the topics covered in the reports include:

<u>Superintendent</u>	<u>Secondary Principal</u>	<u>Elementary Principal</u>
Mission Statement	Mission Statement	Mission Statement
Professional Goals	Professional Goals	Professional Goals
Workshops/Meetings	Workshops/Meetings	2020-21 Class Splits
2020 Census Data	Valedictorian and	2020-21 Paraeducator Needs
Bowling	Salutatorian	Summer School
AC Unit – 2002 Edition	Proposed Graduation	Jump Start School
Activity Fund CD	Honors System	Handbook Changes/Updates
Nurse for 2020-21		Return to School Efforts
August Board Meeting		

Board member Karlen provided a brief overview of the NASB Board Member Zoom Meetings she had been participating in this summer.

President Peters implemented the Procedures for Public Comment and no one took advantage of the opportunity to address the board.

Superintendent Dolliver reviewed the Return to School Plan with Board members. Significant work has gone into the creation of the draft document, and he explained that the process included Board members (Matt Peters & Mandy Johnson), staff members, students, parents, and community leaders.

Approval of this plan is not required, but it is something Dr. Dolliver feels is important for the Board to approve, and he recommended doing so after a lengthy discussion and many questions. The need to review it and potentially make changes before the school year begins is likely. The document will provide PPS with a place to start, which is greatly needed.

A motion was made by Johnson and seconded by Roth to approve the draft Return to School Plan as reviewed and amended. President Peters restated the motion and the result of roll call vote being all ayes motion carried.

Letters soliciting a proposal for petroleum products were mailed to all distributors in the district. One proposal was received from Cubby's, Inc. for 11¢ below pump price. Dr. Dolliver recommended acceptance of the Cubby's, Inc. proposal. Board members reviewed the proposal.

Motion was made by Maise and seconded by Heineman to accept the proposal submitted by Cubby's, Inc. of 11¢ below pump price for the 2020-21 school year. President Peters stated the motion and the result of roll call vote being all motion carried.

Mr. Dolliver shared milk proposals for the 2020-21 school year from Hiland Dairy and Dean Foods. The bids were close, but the better bid seemed to be the one from Dean Foods. Superintendent Dolliver recommended accepting the proposal from Dean Foods. Board members reviewed the proposals.

A motion was made by Maise and seconded by Roth to accept the proposal from Dean Foods to provide milk to the district for the 2020-21 school year. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Superintendent Dolliver reviewed the proposed 2020-2021 food service, drivers ed, substitute teachers and classified staff, activity fees, activity passes, and high school and junior high contest admission fees for students and patrons with Board members.

Dr. Dolliver updated BOE members on Nebraska Department of Education's Equity in School Lunch Pricing provision required by the United States Department of Agriculture (USDA) which provides guidance for determining district meal prices. Dr. Dolliver recommended raising student meal prices 5¢, raising the price of seconds 5¢, raising the price of adult breakfast 20¢ and raising the price of adult lunch 25¢. No recommendation was made to increase milk or juice prices for the coming school year.

Drivers Education tuition fees were reviewed. Currently, the district charges \$275 tuition for drivers ed. Of that tuition, \$165 per student is paid to the instructor and the balance is used to offset costs of offering the program. A waiver for Free & Reduced students is in place. Superintendent Dolliver recommended no increase in the Driver's Ed tuition rate for the 2020-2021 school year.

Currently the district pays \$115 per day for a substitute teacher and \$10.00 per hour for classified staff member substitutes. The substitute teacher rate was raised from \$110 to \$115 per day in 2017-2018. After surveying area schools, Mr. Dolliver recommended increasing the rate to \$120 per day for substitute teachers and increasing the classified staff member substitute rate from \$10.00 to \$11.00 per hour for the 2020-21 school year.

Dr. Dolliver recommended that PPS continue collecting activity fees and activity pass fees (for students) again to help the Activity Fund and offset expenses.

Motion was made by Heineman and seconded by Johnson to approve fees for the 2020-21 school year as follows:

- Breakfast: \$2.50-Adult; \$1.85-PK-12 students; Seconds: Main-\$.85; Side-\$.60
- Lunch: \$4.00-Adult; \$2.75-7-12 Students; \$2.50-K-6 Students; \$2.25
Preschool; Seconds: Main Entrée-\$1.35; Side Dish-\$.85; Milk-\$.45

- Milk Break: \$35/\$70-K-3 students; \$35/\$70-Preschool M-F am; \$20/\$40-Preschool M-F pm; \$20/\$40-Preschool MWF am; \$20/\$40-Preschool MWF pm; \$15/\$30-Preschool TR am; \$10/\$20-Preschool TR pm. (Semester/Year)
- Drivers Ed: \$275 per student; \$165-instructor per student; F&R waiver available; Reduced will pay a percentage
- Substitutes: \$120.00-Teacher; \$11.00/hour-Classified staff
- Activity Fees: \$35 year-JH and HS Students; \$100-Family Maximum; F&R waiver available; Reduced will pay a percentage
- Activity Passes: \$50.00-Adults; \$40.00-Senior Citizens; \$125-Family; \$25-K-6 Students; and \$25-7-12 Students (waived for participants)
- HS Contests: \$5.00-Adults; \$4.00 K-12 Students (waived for participants)
- JH Contests: \$2.00-Adults; \$1.00-K-12 Students (waived for participants)

President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Superintendent Dolliver was notified that there was a minor error on the resolution that was created and provided by KSB School Law that the Board approved at the June Meeting to formally withdraw from the Pathways 2 Tomorrow JPA. A new resolution was provided and Dr. Dolliver recommended approving it.

A motion was mad by Karlen and seconded by Heineman to approve the resolution to formally withdraw from the Pathways 2 Tomorrow JPA. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Dr. Dolliver reviewed with the Board the progress on the Northeast Nebraska Tribal Broadband project. 34 end-user devices were ordered, and the point-to-point equipment was also ordered. We are hopeful we will receive approval to mount equipment on the water-tower. Information was also shared on the installation of equipment at the homes who are further out.

Secondary Principal Miller shared with the Board the plan for replacing class rank and beginning use of a Graduation with Honors Program where all honor graduates would be recognized. The proposed graduation honors system would be graduating with Honors (93% - 94.99%), High Honors (95% - 97.99%) and Highest Honors (98% - 100%). Valedictorian and Salutatorian would be academic honors and those students would still speak at the graduation ceremony.

The Board discussed the plan and asked questions. Superintendent Dolliver recommended approving the plan which is part of the 7-12 Parent & Student handbook.

Superintendent Dolliver shared that Marjorie Fisher had recently submitted a letter of resignation from her custodial position. He recommended approving her resignation.

A motion was made by Maise and seconded by Johnson to accept and approve the resignation of Marjorie Fisher and thank her for her years of service to Pender Public Schools. President Peters restated the motion and the result of roll call vote being all ayes motion carried.

Two candidates were interviewed for the Custodian position. The job was offered to and accepted by Ryan Cameron. Superintendent Dolliver recommended approving the work agreement as presented.

A motion was made by Maise and seconded by Karlen to approve the work agreement with Ryan Cameron for the position of Custodian. President Peters restated the motion and the result of roll call vote being all ayes, motion carried.

Superintendent Dolliver told the Board that 3 candidates for the preschool paraprofessional position were interviewed last week. He also said that the coming school year will bring with it challenges due to COVID-19 and that he would like to hire an additional para and that we would have no problem keeping the person busy. Dr. Dolliver recommended approving both work agreements as reviewed.

A motion was made by Roth and seconded by Heineman to approve the work agreements with Rebecca Zweep for the preschool para and Judy Giese for the position of paraprofessional. President Peters restated the motion and the result of roll call vote being all ayes, motion carried.

A discussion was held on how activity sponsor compensation will be paid for the 2020-21 school year. Dr. Dolliver told the Board a decision was needed in case seasons are cancelled due to the COVID-19 pandemic.

A motion was made by Johnson and seconded by Heineman that the Board enter into Executive Session at 11:19 pm for a Strategy session with respect to collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

President Peters stated the motion and the result of roll call vote being all ayes motion carried. President Peters restated the motion prior to moving into executive session.

Board members came out of executive session. A motion was made by Roth and seconded by Johnson to resume the meeting in open session at 11:42 pm. President Peters stated the motion and the result of roll call vote being all motion carried.

Dr. Dolliver will set up a meeting with the Board Negotiations Committee and the PEA (Pender Education Association) to be held prior to the August Board meeting to discuss activity sponsor compensation for the 2020-21 school year.

Policy Committee members met earlier in the day to review the Board Policy's that had first reading approval at the last meeting, review Policy's that needed first reading approval due to updates from school legal counsel and to review the student handbooks. Dr. Dolliver reviewed the summary of changes to the student handbooks. Superintendent Dolliver recommended approval of the Board Policy's and the changes to the handbooks.

Board members reviewed Policy 1040, 5101, 5103, 5406, 5506, 6111 and 6117. All of these policies had been approved for first reading during the June BOE meeting. After review and discussion, there were no additional changes to any of the policies.

A motion was made by Karlen and seconded by Johnson to approve the second and final reading of Policy 1040, 5101, 5103, 5406, 5506, 6111 and 6117. President Peters stated the motion and the result of roll call vote being all motion carried.

Board members reviewed Policy 1200, 3560, 4002, 4003, 4190, 4260, 5001, 5401, 6380, 7060 and 7070. These policies needed first reading approval due to updates provided by school legal counsel. After review and discussion, there were no additional changes to any of the policies.

A motion was made by Karlen and seconded by Johnson to approve the first reading of Policy 1200, 3560, 4002, 4003, 4190, 4260, 5001, 5401, 6380, 7060 and 7070. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Board members reviewed Board Policy AR4003a, AR4003b and AR5401z. These forms needed first and only reading approval due to updates provided by school legal counsel. After review and discussion, there were no additional changes to any of the AR's.

A motion was made by Karlen and seconded by Johnson to approve the first and only reading of Policy AR4003a, AR4003b and AR5401z. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

A motion was made by Johnson and seconded by Heineman to approve the 2020-21 elementary and secondary student/parent handbooks. President Peters stated the motion and the result of roll call vote being all ayes motion carried.

Dr. Dolliver reviewed with the Board that the village was still working on the annexation process for the Pendragons Sports Complex property, and there had been no news on the flood mitigation process from the city either.

President Peters reminded Board members of the next regular board meeting scheduled for Monday, August 10, beginning at 7:00 pm and the Breakfast and Board of Education Welcome for all school staff on Tuesday, August 18th at 8:00 am.

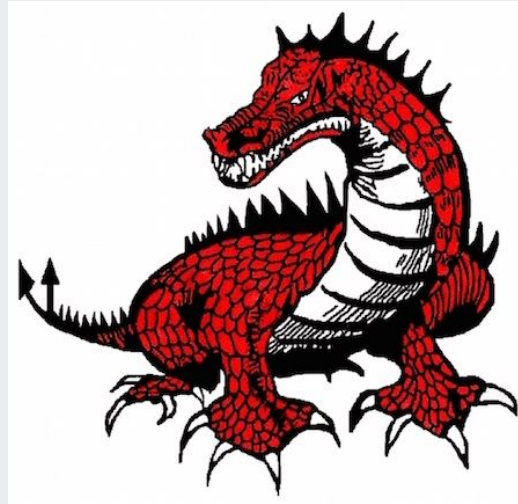
A motion to adjourn was made by Heineman and seconded by Johnson. President Peters stated the motion and the result of the vote being all ayes the meeting was adjourned at 12:01 am.

Jason Roth, Secretary

Deanna Hansen, Recording Secretary

Pender Public Schools

Financial Report
August 10, 2020





Purpose

- Draw attention to district finance in a way that is more engaging for Board members and anyone who happens to be in attendance
- Infuse more discussion about district finance into monthly Board meeting
 - Designed to be something in addition to the questions and comments made when the checks are approved
- Create a historical catalog, which will be helpful in many ways



Why General, Activities, and School Nutrition Funds?

- These are the funds with the most action on a month-to-month basis
- This is a place to start (November 2019), if this agenda item should look a certain way, I am more than happy to make adjustments

**FINANCIAL REPORT FOR JULY 2020
SCHOOL NUTRITION FUND #346217**

Balance - June 30, 2020 **64,702.25**

Student Breakfasts

Student Lunches

Adult Breakfast/Lunch

Federal Reimbursement

State Reimbursement

SFSP Reimbursement

27,696.19

Other Receipts

171.91

Interest

11.78

TOTAL REVENUE

27,879.88

Accounts Payable

10,523.97

Payroll

6,802.48

Payroll Liabilities

9,848.53

TOTAL EXPENDITURES

27,174.98

Reconciled Bank Balance - July 31, 2020

65,498.06

FINANCIAL REPORT FOR JULY 2020
ACTIVITY FUND #346195

Checking Account Balance - June 30, 2020		67,122.80
Certificates of Deposit Balance - June 30, 2020		75,080.30
Total Balance - June 30, 2020		<u>142,203.10</u>
Activity Revenue	9,271.78	
Interest Earned	<u>12.28</u>	
TOTAL REVENUE		9,284.06
Activity Expenses	<u>5,580.93</u>	
TOTAL EXPENDITURES		5,580.93
Checking Account Balance - July 31, 2020		70,825.93
Certificates of Deposit Balance - July 31, 2020		<u>75,373.42</u>
Reconciled Bank Balance - July 31, 2020		146,199.35

FINANCIAL REPORT FOR JULY 2020
GENERAL FUND #41-200-7

Balance - June 30, 2020		1,635,506.12
Taxes Levied (County Proceeds)	48,108.75	
SPED SA 2018-19		
SON DS & MAC (SN19)		
State Aid		
Other Local Receipts	2,086.08	
Interest Earned	631.41	
TOTAL REVENUE	<hr/>	50,826.24
June Accounts Payable	72,501.24	
June Payroll	170,862.83	
June Payroll Liabilities	174,003.90	
TOTAL EXPENDITURES	<hr/>	417,367.97
Checking & Super Sweep		
Reconciled Balance - July 31, 2020		<u><u>1,268,964.39</u></u>

YTD Cash Balance

Sorted by Site, Group, Activity.
YTD through 08/03/2020.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
PPS	Pender Public Schools					
A	ATHLETICS					
110	BOYS BASKETBALL	\$ 3,363.54	\$ 6,815.10	\$ 6,631.18	\$ 66.75	\$ 3,614.21
115	BOYS GOLF	-\$ 3,824.89	\$ 121.12	\$ 317.58	-\$ 29.04	-\$ 4,050.39
120	FOOTBALL	-\$ 14,918.09	\$ 8,617.30	\$ 8,881.02	\$ 32.00	-\$ 15,149.81
125	GIRLS BASKETBALL	\$ 7,624.16	\$ 10,189.52	\$ 8,366.03	-\$ 66.75	\$ 9,380.90
130	GIRLS GOLF	-\$ 2,551.03	\$ 0.00	\$ 199.95	\$ 0.00	-\$ 2,750.98
135	HS TRACK	-\$ 3,061.55	\$ 438.23	\$ 1,896.57	\$ 0.00	-\$ 4,519.89
140	JH BASKETBALL	-\$ 7,764.67	\$ 1,096.10	\$ 2,135.00	\$ 29.04	-\$ 8,774.53
145	JH FOOTBALL	-\$ 2,064.46	\$ 558.50	\$ 823.20	\$ 0.00	-\$ 2,329.16
150	JH TRACK	-\$ 29.09	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 29.09
155	JH VOLLEYBALL	\$ 224.91	\$ 594.81	\$ 803.00	\$ 0.00	\$ 16.72
160	JH WRESTLING	\$ 2,453.06	\$ 1,883.00	\$ 2,578.88	-\$ 220.00	\$ 1,537.18
165	VOLLEYBALL	\$ 4,282.57	\$ 5,116.00	\$ 4,236.82	\$ 0.00	\$ 5,161.75
170	HS WRESTLING	-\$ 437.34	\$ 9,091.67	\$ 17,196.79	\$ 10,404.00	\$ 1,861.54
175	WEIGHT LIFTING	-\$ 4,115.29	\$ 0.00	\$ 878.19	\$ 0.00	-\$ 4,993.48
182	BASEBALL	-\$ 11,830.48	\$ 2,328.37	\$ 2,094.00	-\$ 490.00	-\$ 12,086.11
185	CROSS COUNTRY	-\$ 2,835.62	\$ 1,652.47	\$ 1,830.73	\$ 0.00	-\$ 3,013.88
195	EQUIPMENT	\$ 32,298.22	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32,298.22
197	ADVANCE TICKET SALES	\$ 18,975.00	\$ 5,390.00	\$ 0.00	\$ 0.00	\$ 24,365.00
950	Girls Golf Coop	\$ 3,090.08	\$ 2,242.20	\$ 833.50	\$ 0.00	\$ 4,498.78
	A Totals:	\$ 18,879.03	\$ 56,134.39	\$ 59,702.44	\$ 9,726.00	\$ 25,036.98
B	CLASSES					
265	CLASS OF 2021	\$ 3,035.50	\$ 3,072.16	\$ 559.16	-\$ 20.00	\$ 5,528.50
270	CLASS OF 2022	\$ 209.30	\$ 350.17	\$ 0.00	\$ 0.00	\$ 559.47
275	CLASS OF 2023	\$ 0.00	\$ 681.18	\$ 0.00	\$ 0.00	\$ 681.18
294	Class of 2016	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
295	Class of 2017	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
296	Class of 2018	-\$ 532.78	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 532.78
297	Class of 2019	-\$ 433.99	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 433.99
298	Class of 2020	\$ 2,209.37	\$ 0.00	\$ 1,370.84	\$ 0.00	\$ 838.53
	B Totals:	\$ 4,487.40	\$ 4,103.51	\$ 1,930.00	-\$ 20.00	\$ 6,640.91

YTD Cash Balance

Sorted by Site, Group, Activity.
YTD through 08/03/2020.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
C	ACADEMIC CLUBS					
315	INSTRUMENTAL	-\$ 20,166.38	\$ 2,791.25	\$ 2,980.14	\$ 0.00	-\$ 20,355.27
317	Jazz Band	-\$ 1,556.65	\$ 290.00	\$ 346.97	\$ 0.00	-\$ 1,613.62
320	One-Act	\$ 424.97	\$ 1,856.45	\$ 1,855.93	-\$ 30.00	\$ 395.49
321	Speech	\$ 0.00	\$ 857.21	\$ 840.74	\$ 16.00	\$ 32.47
322	QUIZ BOWL	-\$ 84.66	\$ 834.02	\$ 190.00	\$ 0.00	\$ 559.36
335	NATIONAL HONOR SOCIETY	\$ 3,186.29	\$ 754.34	\$ 983.30	\$ 0.00	\$ 2,957.33
345	STUDENT COUNCIL	\$ 5,499.80	\$ 488.50	\$ 1,064.23	\$ 0.00	\$ 4,924.07
350	VOCAL MUSIC	-\$ 5,367.03	\$ 540.18	\$ 550.70	\$ 527.45	-\$ 4,850.10
360	BOOK FAIR PROCEEDS	\$ 24.91	\$ 4,146.67	\$ 4,236.66	\$ 0.00	-\$ 65.08
365	CLOSE-UP	\$ 6,038.71	\$ 26,543.00	\$ 33,046.04	\$ 0.00	-\$ 464.33
370	MUSICAL	\$ 5,116.94	\$ 0.00	\$ 237.00	\$ 0.00	\$ 4,879.94
375	YEARBOOK	\$ 19,996.11	\$ 4,124.01	\$ 3,300.00	\$ 0.00	\$ 20,820.12
	C Totals:	\$ 13,113.01	\$ 43,225.63	\$ 49,631.71	\$ 513.45	\$ 7,220.38
E	MISCELLANEOUS					
410	STRIV	-\$ 208.06	\$ 170.00	\$ 290.00	\$ 0.00	-\$ 328.06
420	Elementary Box Top Money	\$ 1,361.29	\$ 513.20	\$ 0.00	\$ 0.00	\$ 1,874.49
430	Heese Event Center Contributions	\$ 477.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 477.00
435	SPED Fundraising	\$ 4,374.89	\$ 388.00	\$ 21.87	\$ 0.00	\$ 4,741.02
440	CHEERLEADING	-\$ 372.81	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 372.81
445	MISCELLANEOUS	-\$ 972.15	\$ 4,501.16	\$ 3,866.90	-\$ 146.29	-\$ 484.18
450	F&R Sponsor Pd by District	\$ 159.54	\$ 0.00	\$ 2,715.79	\$ 0.00	-\$ 2,556.25
500	DONATION	\$ 19,153.30	\$ 9,750.00	\$ 0.00	-\$ 6,750.00	\$ 22,153.30
505	Pender Booster Club	\$ 0.00	\$ 917.76	\$ 383.76	-\$ 917.76	-\$ 383.76
510	CONCESSIONS	\$ 35,228.59	\$ 25,652.99	\$ 22,385.18	\$ 369.00	\$ 38,865.40
525	INTEREST	-\$ 83,387.61	\$ 306.67	\$ 0.00	\$ 0.00	-\$ 83,080.94
530	FLAMES	\$ 4,804.24	\$ 7,569.36	\$ 5,656.98	\$ 46.00	\$ 6,762.62
535	PENDER POP MACHINE	\$ 34,654.35	\$ 7,780.54	\$ 5,914.34	-\$ 3,000.00	\$ 33,520.55
540	PICTURE MONEY	\$ 2,887.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,887.18
585	ART	\$ 780.38	\$ 51.00	\$ 279.34	\$ 0.00	\$ 552.04
620	ACTIVITY FEES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
777	E-Sports	\$ 0.00	\$ 541.00	\$ 523.00	\$ 0.00	\$ 18.00
	E Totals:	\$ 18,940.13	\$ 58,141.68	\$ 42,037.16	-\$ 10,399.05	\$ 24,645.60
F	VOCATIONAL					
606	FFA LEADERSHIP	\$ 31,894.89	\$ 6,433.48	\$ 2,759.92	\$ 0.00	\$ 35,568.45
610	FFA	\$ 23,124.98	\$ 49,989.20	\$ 51,745.14	-\$ 0.25	\$ 21,368.79
615	FFA INSTRUCTOR	-\$ 10,204.38	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 10,204.38
	F Totals:	\$ 44,815.49	\$ 56,422.68	\$ 54,505.06	-\$ 0.25	\$ 46,732.86

YTD Cash Balance

Sorted by Site, Group, Activity.
YTD through 08/03/2020.

Site ID	Site Name					
Group ID	Group Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
G	ADMINISTRATION					
700	HOSTED CONTEST	\$ 28,083.19	\$ 27,591.60	\$ 20,428.09	-\$ 923.15	\$ 34,323.55
705	STAFF DEVELOPMENT	-\$ 3,673.91	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 3,673.91
710	STATE CONTEST	-\$ 6,208.26	\$ 1,690.00	\$ 4,364.00	\$ 0.00	-\$ 8,882.26
715	EQUIPMENT	-\$ 21,113.74	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 21,113.74
720	MISCELLANEOUS	-\$ 12,764.22	\$ 5,136.80	\$ 6,513.49	\$ 52.00	-\$ 14,088.91
	G Totals:	-\$ 15,676.94	\$ 34,418.40	\$ 31,305.58	-\$ 871.15	-\$ 13,435.27
H	INVESTMENTS					
1010	CERTIFICATES OF DEPOSIT	\$ 52,701.78	\$ 0.00	\$ 0.00	\$ 192.91	\$ 52,894.69
1020	INTEREST ON CD'S	\$ 20,745.58	\$ 0.00	\$ 0.00	\$ 1,752.45	\$ 22,498.03
	H Totals:	\$ 73,447.36	\$ 0.00	\$ 0.00	\$ 1,945.36	\$ 75,392.72
I	CO-OP ACTIVITIES					
2005	Raptor JH VB	-\$ 903.18	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 903.18
2010	Raptor JH Football	-\$ 3,600.49	\$ 0.00	\$ 566.00	\$ 0.00	-\$ 4,166.49
2015	Raptors JH Girls Basketball	\$ 174.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 174.32
2020	Raptors JH Boys Basketball	-\$ 304.67	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 304.67
2025	Raptors JH Wrestling	-\$ 3,168.58	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 3,168.58
2030	Raptors JH Track	-\$ 2,342.03	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 2,342.03
905	Raptor HS Track	-\$ 6,038.52	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 6,038.52
925	Thunder Baseball	-\$ 11,847.87	\$ 3,301.55	\$ 427.95	\$ 500.00	-\$ 8,474.27
975	Raptor Speech	-\$ 120.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 120.00
985	Softball Co-op	\$ 288.10	\$ 952.00	\$ 740.74	\$ 0.00	\$ 499.36
	I Totals:	-\$ 27,862.92	\$ 4,253.55	\$ 1,734.69	\$ 500.00	-\$ 24,844.06
	PPS Totals:	\$ 130,142.56	\$ 256,699.84	\$ 240,846.64	\$ 1,394.36	\$ 147,390.12
	Report Totals:	\$ 130,142.56	\$ 256,699.84	\$ 240,846.64	\$ 1,394.36	\$ 147,390.12

Check Summary

Sorted by Activity ID, Site ID.
From 07/01/2020 to 07/31/2020.

Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
110 BOYS BASKETBALL								
PPS			Pender Public Schools					
042940	Cleared	07/15/2020	BSN Sports	306055	909356128	Boys Basketball equipment		305.52
Total:								\$ 305.52
115 BOYS GOLF								
PPS			Pender Public Schools					
042936	Cleared	07/08/2020	First National Bank of Omaha		7/20-1518-LH	personal (reimbursed via personal check)		92.52
Total:								\$ 92.52
120 FOOTBALL								
PPS			Pender Public Schools					
042931	Printed	07/08/2020	Harco Athletic Reconditioning Inc.		25179	football helmet reconditioning		997.00
042942	Cleared	07/15/2020	Big Game Football Factory	306064	68205	Custom Game Footballs (paid by booster club)		723.90
Total:								\$ 1,720.90
125 GIRLS BASKETBALL								
PPS			Pender Public Schools					
042930	Cleared	07/08/2020	Pyramid School Products		S1410706.001	PO 306052 GBB		333.00
042933	Cleared	07/08/2020	Brock Eichelberger	306067		GBB Camp		100.00
042934	Cleared	07/08/2020	Jaguar Basketball Fund	306066		GBB Camp		100.00
042937	Cleared	07/08/2020	Brock Eichelberger	306069	2nd team	GBB Team Camp		100.00
042939	Printed	07/15/2020	Ron Williams	306071	071520-01	Ref Bball Scrimmage with BRLD		25.00
042940	Cleared	07/15/2020	BSN Sports		909356128	8 nylon basketball nets		14.48
Total:								\$ 672.48
165 VOLLEYBALL								
PPS			Pender Public Schools					
042941	Cleared	07/15/2020	Lou's Sporting Goods	306054	AAX780246-AX03	volleyball equipment		720.25
Total:								\$ 720.25
170 HS WRESTLING								
PPS			Pender Public Schools					
042936	Cleared	07/08/2020	First National Bank of Omaha		7/20-9912-CV	wrestling singlets (reimbursed by parents)		140.07
Total:								\$ 140.07
175 WEIGHT LIFTING								
PPS			Pender Public Schools					
042936	Cleared	07/08/2020	First National Bank of Omaha		7/20-3331-AF	receiver for weight deck		278.19
Total:								\$ 278.19

Check Summary

Sorted by Activity ID, Site ID.
From 07/01/2020 to 07/31/2020.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
265			CLASS OF 2021				
PPS			Pender Public Schools				
042932	Cleared	07/08/2020	Main Street Cutom Metal		5/20/20	PHS Signs for 2020 Seniors	320.00
						Total:	\$ 320.00
298			Class of 2020				
PPS			Pender Public Schools				
042935	Cleared	07/08/2020	Puckett Florist		62620	PO 306068; roses for graduation ceremony	72.00
						Total:	\$ 72.00
610			FFA				
PPS			Pender Public Schools				
042936	Cleared	07/08/2020	First National Bank of Omaha		7/20-8114-DB	QUAI Web renewal	99.00
						Total:	\$ 99.00
720			MISCELLANEOUS				
PPS			Pender Public Schools				
042938	Cleared	07/09/2020	Nebraska Coaches Association		2020-21 Dues	2020-21 Dues	1,160.00
						Total:	\$ 1,160.00
						Report Total :	5,580.93

Receipt History

Detail report. Sorted by Site, Receipt Number.
From 07/01/2020 to 07/31/2020.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Amount	Tax Amount	Amount
Tax Name	Tax Activity						Tax Rate %	Tax Amount	
PPS Pender Public Schools									
001317	07/03/2020		7-3-20		Chesterman's	Chesterman Payments 3&4 of 4			
535	PENDER POP MACHINE						3,000.00	0.00	3,000.00
							Total For 001317:		3,000.00
001318	07/08/2020		7-8-20		NSAA	NSAA Reimbursement			
185	CROSS COUNTRY						232.90	0.00	232.90
170	HS WRESTLING						118.25	0.00	118.25
125	GIRLS BASKETBALL						430.05	0.00	430.05
							Total For 001318:		781.20
001319	07/15/2020		7-15-20		KTCH Radio	3rd Place Radio Quiz Bowl prize			
322	QUIZ BOWL						100.00	0.00	100.00
							Total For 001319:		100.00
001320	07/16/2020		7-16-20		Cubby's	2% Cubby's Rebate			
535	PENDER POP MACHINE						3,185.58	0.00	3,185.58
							Total For 001320:		3,185.58
001321	07/17/2020		7-17-20		Lund & BR	dance/cheer camp			
530	FLAMES						1,370.00	0.00	1,370.00
							Total For 001321:		1,370.00
001322	07/23/2020		7-23-20		community members	face mask sales			
120	FOOTBALL						95.00	0.00	95.00
							Total For 001322:		95.00
001323	07/28/2020		7-28-20		players	Football Camp Receipts			
120	FOOTBALL						300.00	0.00	300.00
							Total For 001323:		300.00
001324	07/28/2020		7-28-20		community members	sandal sales			
170	HS WRESTLING						280.00	0.00	280.00
							Total For 001324:		280.00
001325	07/29/2020		7-29-20		football players	football camp fees			
120	FOOTBALL						160.00	0.00	160.00
							Total For 001325:		160.00
001326	07/31/2020		7-31-20		Frontier Bank	checking account interest			
525	INTEREST						12.28	0.00	12.28
							Total For 001326:		12.28
							Site Total		9,284.06
							Report Total		9,284.06

**PENDER PUBLIC SCHOOL
EXPENDITURE BUDGET REPORT
August, 2020**

		Annual Budget	YTD	Budget Balance	Percent Expended	Percent Remaining
01100	General Ed	2,960,916.00	2,751,032.33	209,883.67	92.91%	7.09%
01200	School Age Special Education	758,359.00	715,327.70	43,031.30	94.33%	5.67%
01300	Summer School/Driver's Ed	6,206.00	2,664.34	3,541.66	42.93%	57.07%
02120/30	School Counselor/Nurse	99,642.00	95,037.86	4,604.14	95.38%	4.62%
02141	School Psychologist	95,193.00	95,513.11	(320.11)	100.34%	-0.34%
02151-02190	ESU #1 SPED Services	117,976.00	85,371.08	32,604.92	72.36%	27.64%
02200	Staff Inservice/Library	141,615.00	99,310.85	42,304.15	70.13%	29.87%
02310	Board of Education	88,328.00	58,581.47	29,746.53	66.32%	33.68%
02320	Superintendent	174,210.00	170,022.30	4,187.70	97.60%	2.40%
02330	Legal Services	13,500.00	2,936.82	10,563.18	21.75%	78.25%
02400	Principals/Student Support	318,263.00	321,201.79	(2,938.79)	100.92%	-0.92%
02500	Technology/Administrative	308,165.00	170,859.55	137,305.45	55.44%	44.56%
02600	Custodial/Maintenance/Equipment/Safety	775,613.00	428,387.37	347,225.63	55.23%	44.77%
02700	SPED & Regular Transportation	271,924.00	110,198.33	161,725.67	40.53%	59.47%
03400	Monsanto/College Access Grants	17,500.00	1,782.51	15,717.49	10.19%	89.81%
03535	High Ability Learner Grant	5,786.00	3,922.33	1,863.67	67.79%	32.21%
06200	Title I	77,619.00	67,489.69	10,129.31	86.95%	13.05%
06310	Title II, Part A (NCLB Consolidated)	12,168.00	12,591.04	(423.04)	103.48%	-3.48%
06402	IDEA Part B (611) Transportation	400.00	-	400.00	0.00%	100.00%
06404	IDEA Part B (611) Base Allocation, Age 0-4	29,375.00	30,596.25	(1,221.25)	104.16%	-4.16%
06410	IDEA Enrollment/Poverty (611)	41,818.00	-	41,818.00	0.00%	100.00%
06700	Perkins Grant	816.00	-	816.00	0.00%	100.00%
06925	Title III LEP Grant	300.00	-	300.00	0.00%	100.00%
06992	USDE REAP Grant	31,323.00	31,204.51	118.49	99.62%	0.38%
08000	Transfer to Hot Lunch Fund/Activity	15,000.00	-	15,000.00	0.00%	100.00%
TOTAL		6,362,013.00	\$5,254,031.23	1,107,981.77	82.58%	17.42%

Annual Budget Expenditure History

2018-19	Budget Totals	\$6,210,244.00	\$5,662,504.01	\$547,739.99	91.18%	8.82%
2017-18	Budget Totals	\$6,048,238.00	\$5,378,923.13	\$669,314.87	88.93%	11.07%
2016-17	Budget Totals	\$5,913,769.00	\$5,166,861.84	\$746,907.16	87.37%	12.63%
2015-16	Budget Totals	\$5,588,969.00	\$5,034,277.10	\$554,691.90	90.08%	9.92%
2014-15	Budget Totals	\$5,512,171.00	\$5,169,685.27	\$342,485.73	93.79%	6.21%
2013-14	Budget Totals	\$5,363,779.00	\$4,495,599.46	\$868,179.54	83.81%	16.19%
2012-13	Budget Totals	\$5,181,324.00	\$4,299,804.82	\$881,519.18	82.99%	17.01%
2011-12	Budget Totals	\$5,157,330.00	\$4,326,767.92	\$830,562.08	83.90%	16.10%
2010-11	Budget Totals	\$4,608,280.00	\$3,795,098.53	\$813,181.47	82.35%	17.65%
2009-10	Budget Totals	\$4,455,210.00	\$3,674,026.34	\$781,183.66	82.47%	17.53%
2008-09	Budget Totals	\$3,849,028.00	\$3,246,620.10	\$602,407.90	84.35%	15.65%
2007-08	Budget Totals	\$3,692,279.00	\$3,247,688.62	\$444,590.38	87.96%	12.04%
2006-07	Budget Totals	\$3,677,846.00	\$3,238,808.50	\$439,037.50	88.06%	11.94%
2005-06	Budget Totals	\$3,526,423.00	\$3,218,365.64	\$308,057.36	91.26%	8.74%
2004-05	Budget Totals	\$3,560,021.00	\$2,932,584.04	\$627,436.96	82.38%	17.62%
2003-04	Budget Totals	\$3,142,855.00	\$2,778,649.30	\$364,205.70	88.41%	11.59%

Actual Bank Balances as of July 31, 2020

	Fund	Balance	
	General Fund	1,268,964.39	Actual
	Depreciation Fund	258,146.95	Actual
	Employee Benefit Fund	194,691.98	Actual
	School Nutrition Fund	65,498.06	Actual
	Bond Fund	253,950.53	Actual
	Special Building Fund	2,043,574.61	Actual
	Qualified Capital Purpose Undertaking Fund	54,193.55	Actual
	Student Fee Fund	2,772.81	Actual
	Petty Cash Fund	1,465.00	Actual
	Activity Fund	146,583.11	Actual
	TOTAL		4,289,840.99

Pender Public Schools

August Payables

Check #	Payee	Type	Amount
38249	AFLAC-12	August Payroll Liability	\$1,297.33
38250	AFLAC-10	August Payroll Liability	\$34.63
EFT	AxisPlus Benefits	August Payroll Liability	\$2,383.97
38251	Blue Cross Blue Shield of NE	August Payroll Liability	\$55,720.63
38252	Department of Revenue	August Payroll Liability	\$8,765.68
38253	Frontier Bank	August Payroll Liability	\$56,321.37
38254	Madison National Life Ins Co, Inc	August Payroll Liability	\$1,459.32
38255	Nebraska School Retirement	August Payroll Liability	\$45,415.18
38256	Vision Service Plan	August Payroll Liability	\$647.01
EFT	HSA Account Contributions	August Payroll Liability	\$4,164.17
38193	ACCO Brands Corporation	Office Supplies	\$21.52
38194	Amazon Capital Services	Accounts Payable	\$3,444.54
38195	American Broadband	Telephone	\$302.69
38196	Blick Art Materials	Classroom Supplies	\$60.60
38197	Canon Financial Services	Copier & Printer Lease/Maintenance	\$1,070.72
38198	Carpenter Paper Company	Custodial Supplies	\$1,676.41
38199	Carrot-Top Industries, Inc.	Flags	\$128.57
38200	Cubby's	Fuel & Miscellaneous Supplies	\$507.62
38201	Firefly Computers	Chromebooks	\$13,205.00
38202	First National Bank	Accounts Payable	\$2,497.35
38203	Gill Hauling Inc	Recycling Service for 2020-21	\$540.00
38204	Grainger	Bottle Filler Water Fountain	\$1,397.20
38205	Harris	Checks	\$214.50
38206	Hegge Screen Printing, LLC	PRIDE shirts	\$898.50
38207	Houghton Mifflin Harcourt Pub Co	Elementary Math Curriculum	\$1,858.44
38208	HR Direct	Human Resources Posters	\$85.59
38209	Innovative Office Solutions, LLC	Office Supplies	\$24.70
38210	IXL Learning	Annual License Renewal for 2020-21	\$3,894.00
38211	Janke Auto Co.	Bus Maintenance & Van Tires	\$1,581.03
38212	JourneyEd, Inc.	Annual License Renewal for 2020-21	\$500.00
38213	Kings Disposal Co	Garbage Service for 2020-21	\$8,160.00
38214	KSB School Law	Professional Fees	\$615.00
38215	Lamp Auto Parts	Transportation Supplies	\$3.99
38216	Matheson Tri-Gas, Inc.	Welding Gas & Bottle Rent	\$103.47
38217	Menards	Maintenance Supplies	\$1,176.01
38218	Missouri State University	PEAK & ACT Curriculum for 2020-21	\$12,000.00
38219	National Art & School Supplies	Classroom Supplies	\$28.12
38220	Nebraska Safety Center	Accounts Payable	\$125.00
38221	Newsela, Inc.	Annual License Fee for 2020-21	\$750.00
38222	NRCSA	Dues Renewal	\$850.00
38223	NREA	Dues Renewal	\$75.00
38224	One Source	Background Check	\$20.00
38225	Orkin Pest Control	Annual Service Renewal for 2020-21	\$1,421.76
38226	Parco Scientific Company	Classroom Supplies	\$9.75
38227	Pender Ace Hardware	Maintenance Supplies	\$326.23
38228	Pender Activity Fund	Reimbursement	\$89.10
38229	Pender Municipal Utilities	July Utility Usage	\$11,832.92
38230	Petty Cash Fund	Reimbursement	\$535.00
38231	Pyramid School Products	Classroom Supplies	\$32.60

38232	Quill Corporation	Office Supplies	\$115.96
38233	Rasmussen Mechanical Services	Service on Air Handler #1	\$491.75
38234	Red Rover Ltd.	Technology Equipment	\$7,480.52
38235	Rodney K. LHeureux	Painting	\$826.35
38236	Sam's Club	Supplies	\$382.22
38237	Scholastic Inc	Scholastic News Renewal	\$104.72
38238	Smidt's Dumpall	Rolloff Dumpster & Landfill Fee	\$274.84
38239	Staples Advantage	Custodial Supplies	\$96.72
38240	Sterling Computers Corporation	Technology Equipment	\$475.00
38241	Striv, Inc	Annual License Renewal for 2020-21	\$1,975.00
38257	Student Assurance Services	Insurance	\$902.50
38242	Sturek Media, Inc.	Printing & Subscription Renewal	\$725.47
38243	Superior-Showboard Co.	Classroom Supplies	\$500.70
38244	Thurston County Clerk	County Flag	\$60.00
38245	Thurston County Treasurer	2nd half Real Estate Taxes	\$1,454.69
38246	Verizon Wireless	Wi-Fi	\$80.02
38247	Y & Y Lawn Service	Lawn Care	\$900.00
		General Fund Total	\$265,118.68
		August Payroll Total	\$178,415.91
		School Nutrition Fund Total	\$19,932.14
		Activity Fund Total	\$5,580.93

Pender Public Schools

Vendor Detail Report - First National Bank

Vendor	PO #	Description	Amount
First National Bank		face masks	\$106.50
First National Bank		apple tv renewal (Volk)	\$5.34
First National Bank		monthly Time Clock fee & Board Mtg Supplies	\$59.03
First National Bank		fogger machine for sanitizer	\$1,112.64
First National Bank	19/20--000258	Desk Calendar for Mr. Miller	\$11.76
First National Bank	19/20--000274	Plexiglass for: Concession Stand Gate Office	\$462.98
First National Bank	19/20--000276	Plexiglass for: Concession Gate Office	\$589.10
First National Bank	19/20--000284	\$150.00 Group Registration for Title IX training	\$150.00
Sub Total			\$2,497.35

Pender Municipal Utility Bills/Averages

Year	Month	Natural Gas	Electricity	FB Field Elec	Water/Sewer	Total
	January	\$ 833.43	\$ 9,987.27	-	\$ 312.00	\$ 11,132.70
	February	\$ 3,380.48	\$ 11,939.74	-	\$ 364.00	\$ 15,684.22
	March	\$ 1,396.63	\$ 7,154.90	-	\$ 263.25	\$ 8,814.78
	April	\$ 2,528.20	\$ 8,214.10	-	\$ 196.75	\$ 10,939.05
	May	\$ 1,347.43	\$ 8,715.86	\$ 144.82	\$ 358.75	\$ 10,566.86
	June	\$ 533.13	\$ 9,227.51		\$ 750.75	\$ 10,511.39
	July	\$ 623.73	\$ 9,929.69		\$ 1,279.50	\$ 11,832.92
	August					\$ -
	September					\$ -
	October					\$ -
	November					\$ -
	December					\$ -
2020	TOTAL	\$ 10,643.03	\$ 65,169.07	\$ 144.82	\$ 3,525.00	\$ 79,481.92
2020	MO. AVERAGE	\$ 886.92	\$ 5,430.76	\$ 12.07	\$ 293.75	
	January	\$ 10,774.68	\$ 8,288.12	-	\$ 202.16	\$ 19,264.96
	February	\$ 7,100.55	\$ 11,406.80	-	\$ 229.41	\$ 18,736.76
	March	\$ 4,610.15	\$ 9,973.56	-	\$ 217.63	\$ 14,801.34
	April	\$ 2,594.06	\$ 10,000.04	-	\$ 276.88	\$ 12,870.98
	June	\$ 1,008.73	\$ 13,276.41	-	\$ 487.88	\$ 14,773.02
	July	\$ 725.14	\$ 15,042.24	-	\$ 187.88	\$ 15,955.26
	August	\$ 499.79	\$ 17,751.05	\$ 588.16	\$ 651.49	\$ 19,490.49
	September	\$ 1,624.23	\$ 16,535.04	-	\$ 573.63	\$ 18,732.90
	October	\$ 2,157.59	\$ 9,469.36	\$ 244.17	\$ 771.38	\$ 12,642.50
	November	\$ 2,741.68	\$ 9,540.09	-	\$ 371.38	\$ 12,653.15
	December	\$ 2,487.36	\$ 9,348.48	-	\$ 300.25	\$ 12,136.09
2019	TOTAL	\$ 36,323.96	\$ 130,631.19	\$ 832.33	\$ 4,269.97	\$ 172,057.45
2019	MO. AVERAGE	\$ 3,027.00	\$ 10,885.93	\$ 69.36	\$ 355.83	
	January	\$ 5,001.75	\$ 7,451.47	-	\$ 209.53	\$ 12,662.75
	February	\$ 5,370.79	\$ 9,590.51	-	\$ 234.36	\$ 15,195.66
	March	\$ 2,174.37	\$ 7,499.34	-	\$ 198.94	\$ 9,872.65
	April	\$ 2,295.44	\$ 9,351.20	-	\$ 211.94	\$ 11,858.58
	May	\$ 910.46	\$ 10,241.04	-	\$ 188.88	\$ 11,340.38
	June	\$ 838.26	\$ 11,506.40	-	\$ 177.21	\$ 12,521.87
	July	\$ 959.19	\$ 14,680.50	-	\$ 169.66	\$ 15,809.35
	August	\$ 1,121.25	\$ 12,842.28	-	\$ 192.89	\$ 14,156.42
	September	\$ 1,699.76	\$ 15,711.84	-	\$ 264.92	\$ 17,676.52
	October	\$ 2,462.96	\$ 11,956.49	-	\$ 252.53	\$ 14,671.98
	November	\$ 888.13	\$ 8,969.72	-	\$ 259.53	\$ 10,117.38
	December	\$ 1,175.19	\$ 12,706.84	-	\$ 295.63	\$ 14,177.66

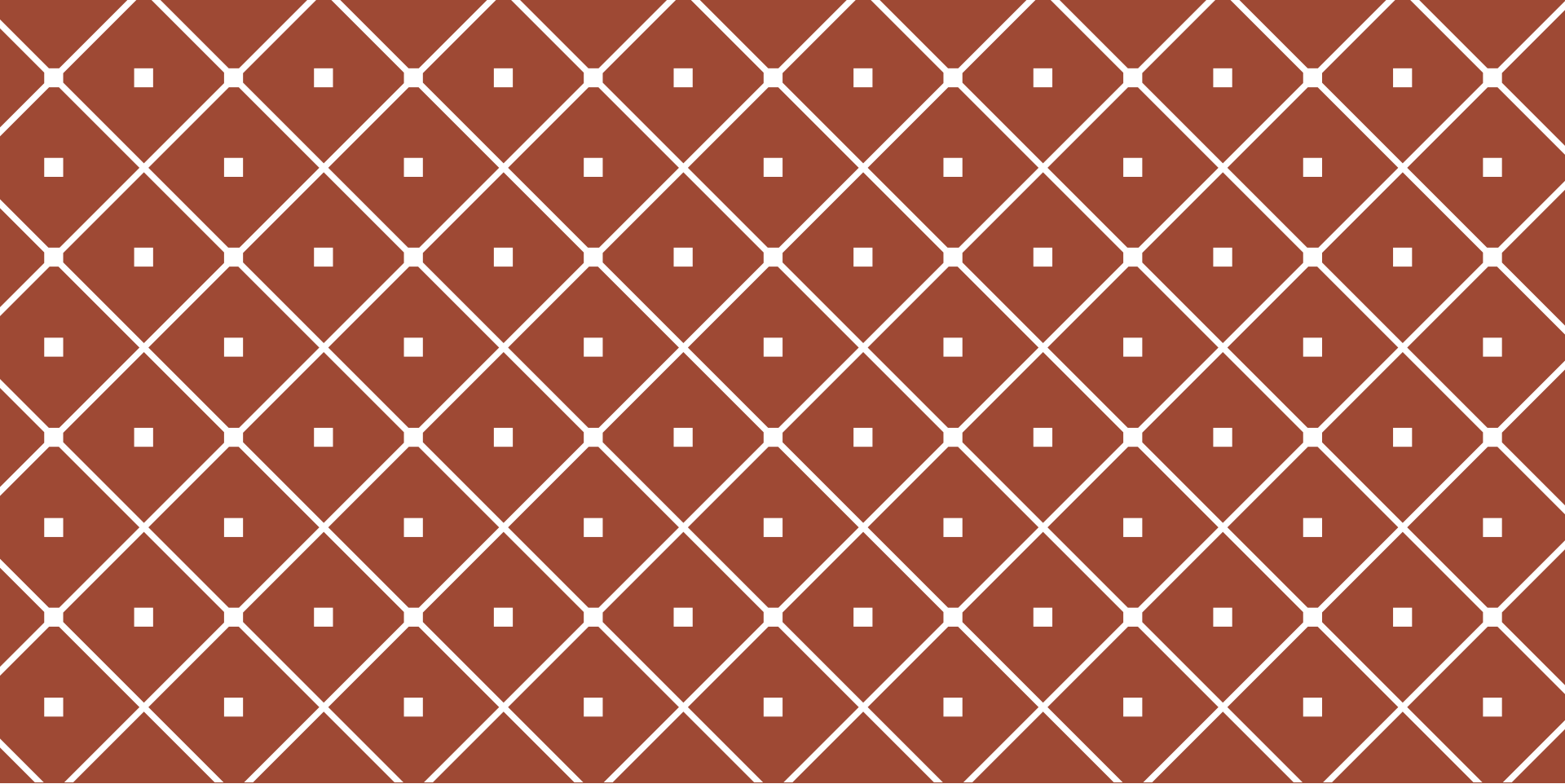
2018	TOTAL	\$ 24,897.55	\$ 132,507.63	\$ -	\$ 2,656.02	\$ 160,061.20
2018	MO. AVERAGE	\$ 2,074.80	\$ 11,042.30	\$ -	\$ 221.34	
	January	\$ 6,707.40	\$ 9,908.46	-	\$ 234.14	\$ 16,850.00
	February	\$ 4,525.93	\$ 9,904.53	-	\$ 210.03	\$ 14,640.49
	March	\$ 3,142.99	\$ 10,122.67	-	\$ 205.31	\$ 13,470.97
	April	\$ 2,862.31	\$ 9,368.46	-	\$ 187.55	\$ 12,418.32
	May	\$ 741.31	\$ 11,624.57	-	\$ 176.70	\$ 12,542.58
	June	\$ 1,074.51	\$ 12,465.85	-	\$ 150.28	\$ 13,690.64
	July	\$ 152.23	\$ 9,950.98	-	\$ 163.09	\$ 10,266.30
	August	\$ 926.17	\$ 12,045.47	-	\$ 1,150.91	\$ 14,122.55
	September	\$ 1,069.01	\$ 11,049.87	\$ 226.16	\$ 501.08	\$ 12,846.12
	October	\$ 2,383.57	\$ 9,223.39	\$ 241.35	\$ 254.46	\$ 12,102.77
	November	\$ 2,602.53	\$ 7,444.70	-	\$ 180.14	\$ 10,227.37
	December	\$ 5,358.58	\$ 8,154.48	-	\$ 208.91	\$ 13,721.97
2017	TOTAL	\$ 31,546.54	\$ 121,263.43	\$ 467.51	\$ 3,622.60	\$ 156,900.08
2017	MO. AVERAGE	\$ 2,628.88	\$ 10,105.29	\$ 38.96	\$ 301.88	
	January	6,073.86	\$ 7,528.70	-	\$ 245.18	13,847.74
	February	\$ 4,361.92	\$ 8,602.24	-	\$ 245.47	\$ 13,209.63
	March	\$ 3,431.00	\$ 9,956.54	-	\$ 233.91	\$ 13,621.45
	April	\$ 2,331.52	\$ 9,622.98	-	\$ 236.03	\$ 12,190.53
	May	\$ 1,498.91	\$ 9,151.30	-	\$ 227.75	\$ 10,877.96
	June	\$ 685.93	\$ 9,404.68	-	\$ 242.82	\$ 10,333.43
	July	\$ 658.87	\$ 10,336.45	-	\$ 253.44	\$ 11,248.76
	August	\$ 666.06	\$ 10,443.93	-	\$ 264.21	\$ 11,374.20
	September	\$ 921.35	\$ 13,303.86	\$ 215.56	\$ 232.24	\$ 14,673.01
	October	\$ 1,310.31	\$ 9,519.88	\$ 217.31	\$ 283.21	\$ 11,330.71
	November	\$ 3,018.06	\$ 10,613.91	-	\$ 266.81	\$ 13,898.78
	December	\$ 5,439.36	\$ 8,307.79	-	\$ 227.35	\$ 13,974.50
2016	TOTAL	\$ 30,397.15	\$ 116,792.26	\$ 432.87	\$ 2,958.42	\$ 150,580.70
2016	MO. AVERAGE	\$ 2,533.10	\$ 9,732.69	\$ 36.07	\$ 246.54	
	January	\$ 4,135.29	\$ 10,177.91	-	\$ 239.39	\$ 14,552.59
	February	\$ 6,966.63	\$ 11,012.81	-	\$ 218.49	\$ 18,197.93
	March	\$ 2,171.86	\$ 9,556.07	-	\$ 209.09	\$ 11,937.02
	April	\$ 2,951.75	\$ 7,819.32	-	\$ 201.56	\$ 10,972.63
	May	\$ 1,205.32	\$ 9,811.46	-	\$ 173.42	\$ 11,190.20
	June	\$ 927.16	\$ 10,977.15	-	\$ 198.88	\$ 12,103.19
	July	\$ 729.41	\$ 12,372.63	-	\$ 152.73	\$ 13,254.77
	August	\$ 884.59	\$ 13,283.00	-	\$ 180.79	\$ 14,348.38
	September	\$ 831.27	\$ 12,844.73	-	\$ 211.80	\$ 13,887.80
	October	\$ 1,630.50	\$ 10,259.76	-	\$ 221.96	\$ 12,112.22
	November	\$ 3,406.64	\$ 9,530.58	-	\$ 219.15	\$ 13,156.37
	December	\$ 4,303.30	\$ 9,659.95	-	\$ 196.79	\$ 14,160.04
2015	TOTAL	\$ 30,143.72	\$ 127,305.37	\$ -	\$ 2,424.05	\$ 159,873.14

2015	MO. AVERAGE	\$ 2,511.98	\$ 10,608.78	\$ -	\$ 202.00	
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Pender Public Schools

Vendor Detail Report - Amazon

Vendor	PO #	Description	Amount
Amazon Capital Services		Longsman Reader (1 short for Mr. Haymart)	\$57.82
Amazon Capital Services		75 pumps for gallons of sanitizer	\$225.00
Amazon Capital Services		ceiling tile hooks to hang plexiglass shields and antenna mount	\$82.35
Amazon Capital Services	19/20--000253	USB 3.0 Cables, HDMI Cables, USB C Hub 4-in-1 Adapters, VGA to USB C Adapters and other miscellaneous technology supplies	\$960.76
Amazon Capital Services	19/20--000260	Algebra and Trigonometry (5th Edition) 5th Edition by Robert F. Blitzer (Author)	\$159.76
Amazon Capital Services	19/20--000265	Office Supplies	\$163.39
Amazon Capital Services	19/20--000272	144 faceshields and 50 infrared thermometers	\$1,390.26
Amazon Capital Services	19/20--000278	Birthday postcards Kelly wants to mail out to students	\$83.65
Amazon Capital Services	19/20--000287	for 2 packages of 48 dry erase markers	\$21.58
Amazon Capital Services	19/20--000293	utility carts	\$299.97
Sub Total			\$3,444.54

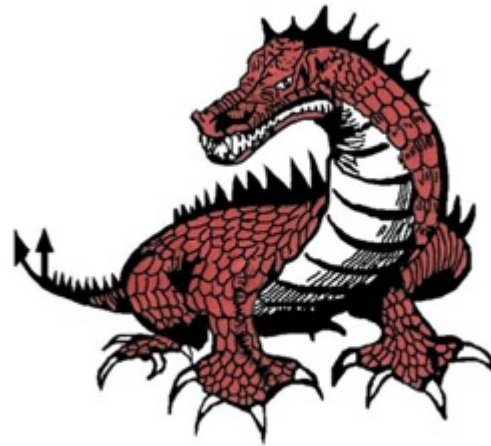


ELEMENTARY PRINCIPAL'S REPORT

August 10, 2020

MISSION STATEMENT

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.



PROFESSIONAL GOALS FOR 2020-2021 SCHOOL YEAR

1. Lead with confidence.
2. Be honest about the experience but hopeful about the future.
3. Don't be afraid to pivot and give the staff the same flexibility.
4. Stay organized.
5. Show compassion, optimism, perseverance and energy.

THE 3 MOST IMPORTANT
SCHOOL SUPPLIES FOR THE
NEW SCHOOL YEAR:

PATIENCE

FLEXIBILITY

and grace



MOVING
FORWARD



Moving forward with compassion, optimism, perseverance, and energy.

2020-2021 CLASS SPLITS

Kindergarten - Mrs. Kinning & Mrs. Bargholz

1st Grade - Ms. Bessmer & Ms. Wolfgram

2nd Grade - Mrs. Dahlman & Mr. Mailloux

3rd Grade - Mrs. Hoffman & Mrs. Gaer

4th Grade - Mrs. Nixon & Mrs. Schrunk

5th Grade - Mr. Hoffman & Mrs. English

6th Grade - Mrs. Miller & Ms. Burmester



ANTICIPATED ELEMENTARY ENROLLMENT

Pre-School - 40

Kindergarten - 24

1st Grade - 34

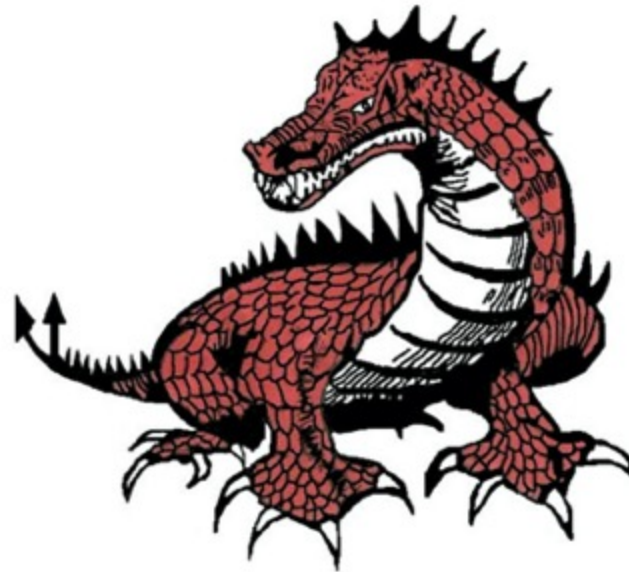
2nd Grade - 29

3rd Grade - 33

4th Grade - 31

5th Grade - 29

6th Grade - 41



	2020	2019	2018	2017	2016	2015	2014
Total -	261	(263)	(255)	(242)	(240)	(236)	(235)

2020-2021 PARAPROFESSIONAL NEEDS

PARAPROFESSIONAL

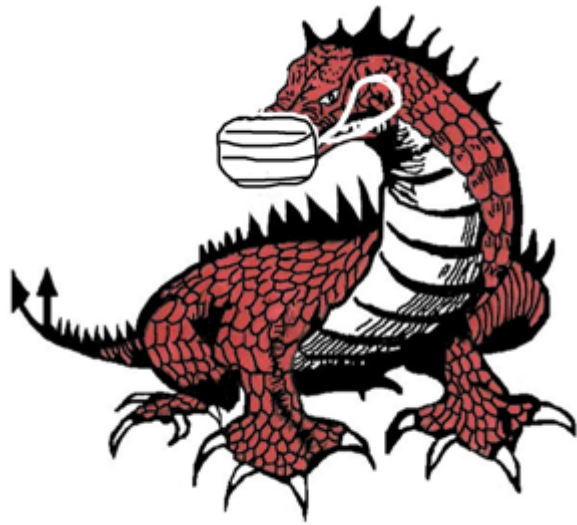


- HS Sped - Betty Roberts
- MS SPED - Jessica Brichacek
Judy Geise
- ES SPED - Richelle Webster
Cathy Duncan
- Pendragon Academy - Tab Albus
Kim Hofmeister
Lindi Hathaway
Jody Davis
- Reading Interventions - Sally Hansen
- Library - Janet Schopke
- Preschool - Rebecca Zweep
- PA/Online Learning - **New Hire**

PRIDE SHIRTS



UPCOMING EVENTS



Fri. Aug. 14 - New Teacher Orientation

Mon. Aug. 17 - First Day with Staff

Tues. Aug. 18 - Staff Development

Wed. Aug. 19 - Staff Development

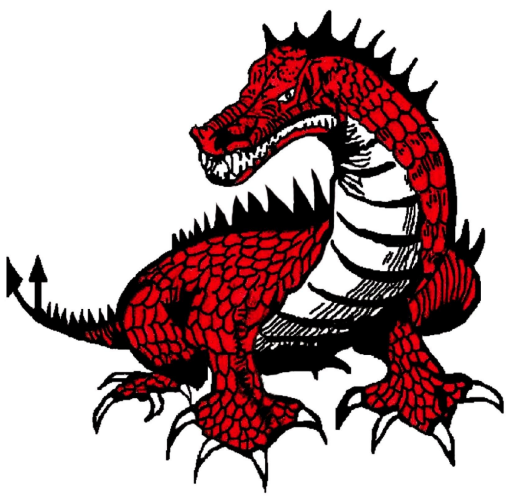
Thurs. Aug. 20 - 1st Day with Students

Fri. Aug. 21 - Drill Day

Mon. Aug. 24 - 1st Day for Preschool

Mon. Sept. 7 - No School Labor Day

Mon. Sept. 14 - BOE Meeting



Secondary Principal's Report

August 10, 2020

- The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.

Mission Statement

2020-21 Goals:

- **Maintain communication with staff and students**
- **Present a positive outlook on the 20-21 school year at all times**
- **Continue professional conversations with staff members throughout the school year**



Secondary Principal's Goals

- July 30 & 31, Administrator Days (Virtual Meetings)
- Aug. 4, Title IX training
- Aug. 5, Social/Emotional Health Meeting
- EHC Secondary Principals (Email Group) multiple Q/A sessions

Past Activities

- Football: 18, 4 Seniors, 5 Juniors, 5 Soph, 4 Freshman
- Volleyball: 19, 2 Seniors, 3 Juniors, 13 Soph, 1 Freshman
- Softball: Pender 14, W-P 6, B-R 5, L-D 3
 - 4 Seniors, 1 Junior, 5 Sophomores, 4 Freshman
- Cross Country: 9, 6 Boys, 3 Girls
- Girls Golf: Pender 7, L-D 1, B-R 3

Activities

Aug. 10, Fall Season Begins

- August 14; Fall sports Kickoff; Friday, 7:00 pm @ the football field
- August 15; SB jamboree vs West-Point Beemer in Lyons
- August 21; Football Gatorade scrimmage, TBD
- August 27; VB scrimmage, TBD

Activities



FFA State Competitions

AG ISSUES FORUM

- 1 CHASE COUNTY (IMPERIAL)
- 2 PENDER
- 3 STANTON



- Teachers have been in since mid July getting classrooms and teaching materials ready
- Set up desks attempting to social distance in the classroom
- Uploading information on Canvas in preparation of the new year
- Videoing themselves teaching lessons
- Finding different ways to present information to students

Prepping for the year

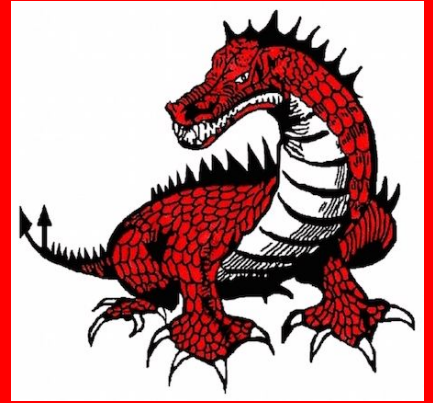
- 7th - 26
- 8th - 25
- 9th - 21
- 10th - 34
- 11th - 19
- 12th - 21
- Total: 146
- Female: 76
- Male: 70

2020-2021

Enrollment Numbers

- Aug. 11, Meeting with Music Teachers
- Aug. 14, New Teacher Meetings
- Aug. 17, Teachers Report
- Aug. 18, 7th and 12th Grade Meetings
- Aug. 20, Students First Day

Upcoming Events



Pender Public Schools

Superintendent's Report
August 10, 2020

Mission Statement

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.

Superintendent Goals

- 2019-2020 Goals
 - Improve in the area of communication
 - Improve in the area of shared leadership
- 2020-2021 Goals - being developed
 - Something COVID-19 related
 - One or two others

Conferences, Workshops, Meetings, Etc.

July 14 - PPS All Staff Meeting (Zoom)
July 15 - ESU 1 Superintendent's Meeting
July 16 - NE NE Tribal Broadband Project
July 17 - Negotiations Committee Meeting
July 20 - Commissioner's Update
July 22 - ESU 1 Superintendent's Meeting
July 27 - ESU 1 Superintendent's and Public Health Officials
July 28 - ESU 1 Superintendent's Meeting
July 30 - Facilities/Transportation Committee & Olsson Associates
August 3 - ESU 1 Superintendent's and Public Health Officials
August 3 - Commissioner's Update
August 3 - Return to School Committee Meeting
August 5 - ESU 1 Superintendent's Meeting
August 5 - EHC Superintendent's Meeting
August 5 - Social Emotional Learning Meeting
August 6 - PCC Board Meeting
August 10 - ESU 1 Superintendent's and Public Health Officials
August 10 - Village Board Meeting
August 10 - Board of Education Meeting

August 17 - Staff Reports for the 2020-2021 School Year
August 17 - ESU 1 Superintendent's and Public Health Officials
August 19 - ESU 1 Superintendent's Meeting
August 20 - Students Report for the 2020-2021 School Year
August 20 - EHC Superintendent's Meeting
August 24 - ESU 1 Superintendent's and Public Health Officials
August 24 - Preschool Begins
August 26 - ESU 1 Superintendent's Meeting
August 27 - EHC Superintendent's Meeting
August 31 - ESU 1 Superintendent's and Public Health Officials
September 2 - ESU 1 Superintendent's Meeting
September 3 - EHC Superintendent's Meeting
September 8 - ESU 1 Superintendent's and Public Health Officials
September 9 - ESU 1 Superintendent's Meeting
September 10 - EHC Superintendent's Meeting
September 14 - ESU 1 Superintendent's and Public Health Officials
September 14 - Board of Education Meeting

School Improvement

- https://docs.google.com/document/d/13XV4VxWyeq_NkmFpRmmLOQs5kdDf7BrG4kEoCIro88U/edit?usp=sharing
- September 9 - First 2:30 dismissal for professional development
- October 22-24 - Cognia External Visit (conducted remotely)

Lawsuit

- Pender Public Schools has been sued (kind of)
- The link below provides details
 - <https://www.ksbschoollaw.com/blog/2020/8/10/congratulations-youve-been-sued-kind-of>
- On July 28, 2020, a class action lawsuit was filed in the US District Court of the Southern District of New York on behalf of students with disabilities and their parents.
- Defendants - The School Districts in the United States
- Plaintiffs - To date, there are 200 families in 10 states (it may be a matter of time before families in Nebraska join the lawsuit)
- Preserve any tangible documents and information related to SPED services provided to students during the 2019-2020 school year
 - Especially services requested by SPED families between March 18 and May 15

**NUTRITION SERVICES
INCOME ELIGIBILITY GUIDELINES
JULY 1, 2020 - JUNE 30, 2021**

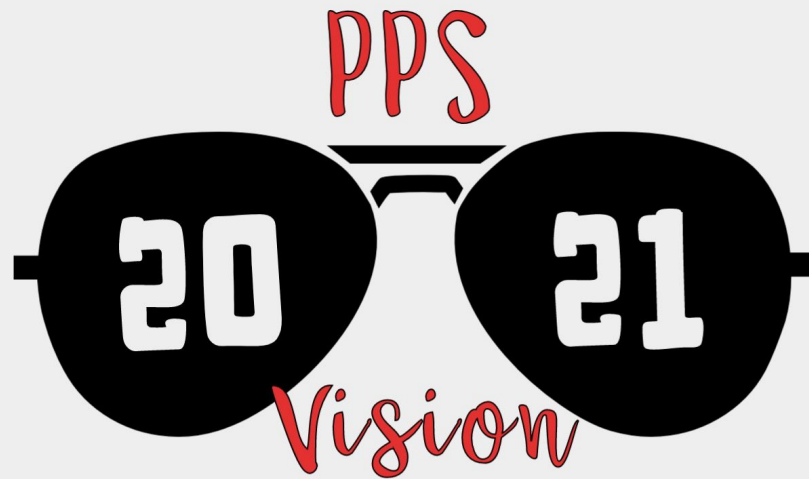
Household Size	Free Meals			Reduced Price Meals		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	16,588	1,383	319	23,606	1,968	454
2	22,412	1,868	431	31,894	2,658	614
3	28,236	2,353	543	40,182	3,349	773
4	34,060	2,839	655	48,470	4,040	933
5	39,884	3,324	767	56,758	4,730	1,092
6	45,708	3,809	879	65,046	5,421	1,251
7	51,532	4,295	991	73,334	6,112	1,411
8	57,356	4,780	1,103	81,622	6,802	1,570
For each additional family member add:	5,824	486	112	8,288	691	160

School Nutrition Program

- March 19 - August 7

March	3,076 meals	\$10,039.30
April	9,126 meals	\$29,784.99
May	8,476 meals	\$27,663.55
June	8,486 meals	\$27,696.19
July	6,906 meals	\$22,539.46
August	1,344 meals	\$4,386.48
TOTAL	37,414 meals	\$122,109.97

2020-2021 Theme



Moving forward with compassion, optimism, perseverance, and energy.

Summer Projects Update

- 303A & 303B remodel
- Surveillance cameras installed
 - South elementary hallway pointing east
 - Southwest corner of the shop building
- Room 207 is ready to be a classroom
- Paint ... lots of painting!
- Installation of interactive whiteboards
- Parking lines repainted
- Kitchen fan - will be upgraded to meet code requirements ASAP
- Sinkhole - Hugo will be here today or tomorrow
- Staff Lounge / Workroom - 2nd floor neary 201 and 203

Budget Preview

- Transfers
 - Bus - \$40,000
 - Van - \$10,000
 - Skid Loader - \$5,000
 - Activities - \$2,715.79 (reimbursement for sponsors and F/R expenses)
 - School Nutrition Fund - likely not needed due to the success of the SFSP
- GF Beginning Cash Balance
 - 2015-2016 - \$881,989.24
 - 2016-2017 - \$779,915.81
 - 2017-2018 - \$777,671.78
 - 2018-2019 - \$822,409.61
 - 2019-2020 - \$551,962.60
 - 2020-2021 - \$750,000 (approximately)
- Will only have to levy into the General Fund in 2020-2021
- No bond fund levy needed in 20-21
 - 3.9763 cents in 19-20
 - 6.6105 cents in 18-19
- I will, however, likely recommend continuing to put money into the Special Building Fund
- The need to continue the trajectory of our GF is very important, so I will recommend increasing the necessary cash reserve from \$600,000 to something larger
- Anticipate a modest increase in the system-wide tax request

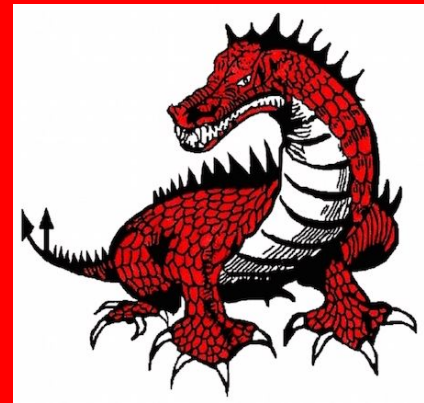
Board of Education Recognition

- Mandy Johnson - Level I
- Matt Heineman - Level IV
- Jean Karlen - Level VI
- These three Board members will be recognized at the NASB Fall Membership meeting

September Board Meeting

- Budgets of expenditure hearing and subsequent adoption
- System wide tax request resolution hearing and subsequent adoption
- Increased tax request resolution (New in 2019-2020)

It's a GREAT Day to be
a Pendragon!!



Business OperationsInsurance, Insurance Bidding, and Inventory

The board of education shall be responsible for approving plans for carrying insurance on every school building in all school plants, including contents, boilers and machinery, and on all school vehicles and other property under control of the board of education, or title to which is vested in the board of education, except as exceptions may be authorized under regulations of the state board of education. The board of education may also purchase liability and errors and omissions insurance when deemed feasible.

At least every three years, or more often if deemed necessary, the Board of Education will review and consider seeking competitive bids for the district's insurance package from companies with an A. M. Best's rating of "A" or better. The All Lines Interlocal Cooperative Aggregate Pool (ALICAP) will be allowed to submit a bid for consideration.

To assist in risk management assessment and budget planning, up-to-date inventories on major property items will be kept on file in the office of the superintendent of schools.

Legal Reference:	§13-401	Personal Liability Insurance, Member, Cost, Payment.
	§13-917	Liability Insurance, Effect
	§44-1615	Public Employees, Coverage Authorized.
	§44-1615.01	Public Employees, Abortion Coverage, Limitations.
	§79-502	Provide Hospital, Health, Accident, Life Insurance Coverage.
	§79-610	Pupils, Transportation, Driver, Liability Policy, Conditions.
	§79-516	Power To Indemnify, Liability Insurance, Purchase, Terms, Defined.

Date of Adoption: September 17, 2007

Date of Amendment: March 10, 2014



Educational Session



PENDER PUBLIC SCHOOLS

Presented by:

Sheri Shonka
Public Risk Management., Inc.
3528 Dodge St., Suite 120
Omaha, NE 68131
Toll Free: 877-649-4612
Direct: 402-884-3751 Ext #1

History of Pooling In Nebraska

Hard Market Hit in Early 80's

- ◆ 1986 Pooling Legislation Passed
- ◆ 1988 Counties Pooled
- ◆ 1989 Cities Pooled
- ◆ 1990 NASB WC Pool Formed
- ◆ 1995 Colleges Pooled
- ◆ 1996 NASB WC Pool expanded to ALICAP

Philosophical decision to pool total cost of risk

- ◆ Schools joined together to reduce the cost of their risks
- ◆ Become an owner of their own insurance company
- ◆ Control expenses and retain “insurance company profits”
- ◆ Obtain “school coverage” for every member

Pooling Advantages –vs- Disadvantages

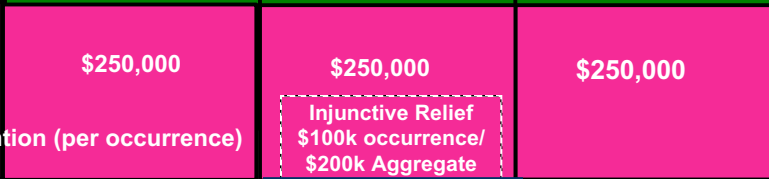
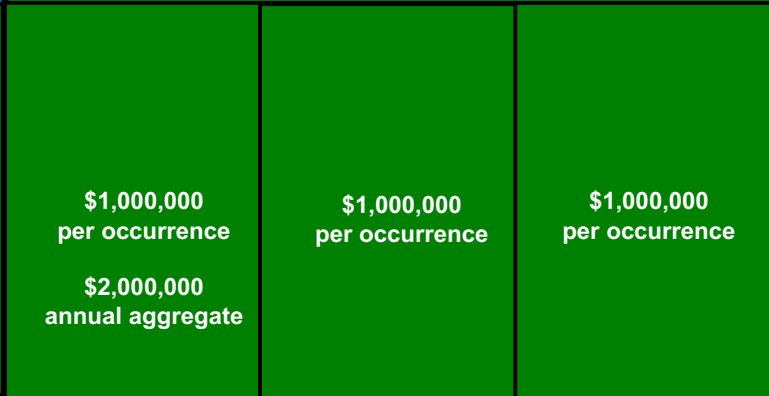
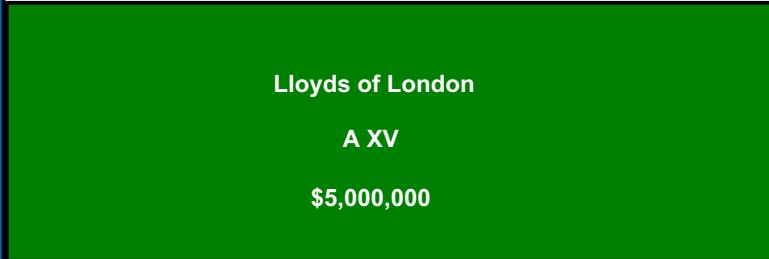
- ◆ Enhanced Coverage & Group Purchasing through Group Purchasing
- ◆ Low Expenses – 2019 was 7%
- ◆ Claims Coordination – Dedicated Unit for all members
- ◆ Customized Loss Control
 - 7 Retired Superintendents
 - Safe Schools Online Safety Training
- ◆ Building Appraisals within 90 days
- ◆ No Endorsements or Invoices
- ◆ Management Input
- ◆ Members OWN the Pool
 - Surplus/Investment Income returned to the Members
- ◆ Long Term Commitment
- ◆ Assessment – transferred risk
- ◆ Procedure to Exit



STRUCTURE 20-21

** Combined Property and Work Comp \$250,000
 Corridor Deductible's @ \$1,000,000 max
 Property One-Time Corridor of \$500,000

SEVERITY



\$500 Maintenance Deductible

Injunctive Relief
 \$100k occurrence/
 \$200k Aggregate

\$2,500 Maintenance Deductible

Property/Floater
 APD

General Liability
 Employee Benefit
 Liability

School Board E&O

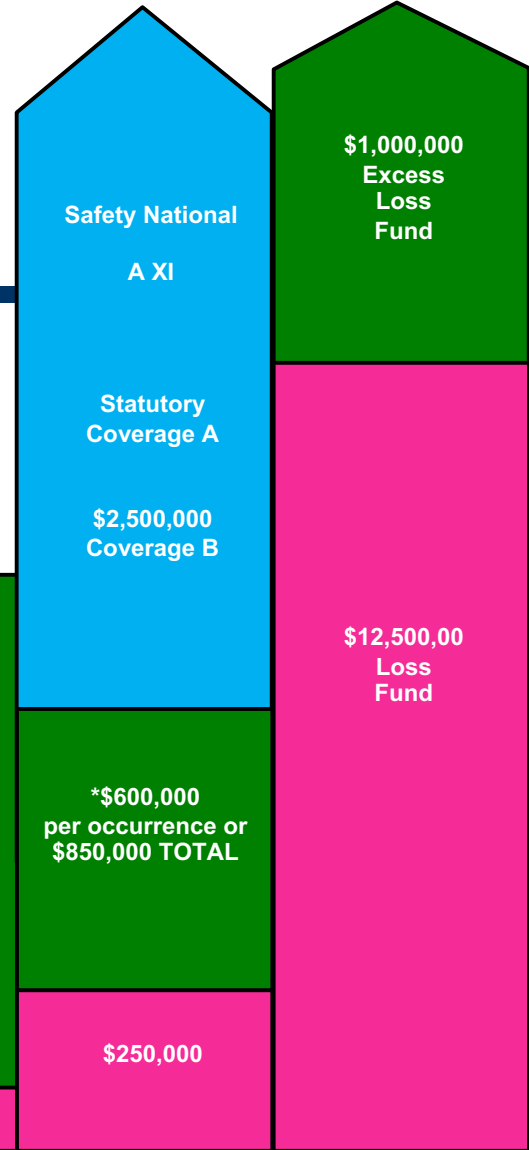
Auto Liability

Crime

Workers'
 Compensation

--- Average Losses
 by Coverage Line

FREQUENCY



ALICAP

Broader Coverage, Higher Limits, Fewer Deductibles

- ◆ Broader coverage & Higher Limits
 - Blanket Building, Contents & Property in the Open \$400,000,000
 - Property Deductible is \$500
 - Building Ordinance, Debris Removal \$50,000,000
 - Extra Expense \$25,000,000
 - Earthquake & Flood (excluding Zone A) \$50,000,000
 - Flood Zone A Aggregate \$15,000,000
 - Replacement Cost on losses of 2 or more busses
 - Sexual Abuse/Molestation \$5,000,000
 - Employee Dishonesty \$1,000,000
 - Cyber Liability & Data Compromise
 - Pollution Coverage Included effective 9/1/2017
 - School Board Treasurer's Bond Included



ALICAP

BOARD OF TRUSTEES

- ◆ Stacie Higgins, NASB Board President, Nebraska City PS
- ◆ Doug Lewis, ALICAP Board President and Asst. Superintendent, Papillion-LaVista PS
- ◆ Ted DeTurk, Administrator, ESU #2
- ◆ Tom Menke, Board Member, Chadron PS
- ◆ Virgil Harden, Business Manager, Grand Island PS
- ◆ Jeff Rippe, Administrator, Bellevue PS
- ◆ Amy Sines, Board Member Cambridge Public Schools
- ◆ Steve Koch, Board Member Hershey Public Schools
- ◆ Patty Bentzinger, Board Member, Norris PS
- ◆ Bill Knapper, Board Member ESU #13
- ◆ John Spatz, Executive Director NASB



NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION

455 S. 11th St, Ste B
Lincoln, NE 68508

2020-21 EXECUTIVE COMMITTEE

Officers:

Ginger Meyer, President.
Chadron Public Schools
Chadron, Nebraska

Del Dack, Past President.
Paxton Consolidated Schools
Paxton, Nebraska

Dr. Dawn Lewis, Pres.-Elect.
Arlington Public Schools
Arlington, Nebraska

Jane Davis, Secretary.
Hershey Public Schools
Hershey, Nebraska

District Representatives:

Chris Geary, West.
Leyton Public Schools
Dalton, Nebraska

Dale Hafer, North Central.
Ainsworth Public Schools
Ainsworth, Nebraska

Dr. Jon Cerny, Northeast.
Bancroft-Rosalie Community Schs
Bancroft, Nebraska

Paul Sheffield, Southeast.
Exeter-Milligan Public Schools
Exeter, Nebraska

Jon Davis, South Central.
Alma Public Schools
Alma, Nebraska

Alan Garey, Southwest.
Medicine Valley Schools
Curtis, Nebraska

Executive Director:

Jack Moles
455 S. 11th St, Ste B
Lincoln, NE 68508
402-335-7732

Lobbyists:

Trent P. Nowka
Russell Westerhold

Nowka & Edwards.
Suite 201
1233 Lincoln Mall,
Lincoln, NE 68508
402-476-1440

June 28, 2020

To: NRCSA Members
From: Jack Moles, Executive Director
Re: 2020-21 Membership

Thank you for being an active member of the Nebraska Rural Community Schools Association (NRCSA)! Your continued membership will help assure NRCSA's ongoing effort to continue rural community school advocacy. Thanks to you, NRCSA had 201 member school districts and Educational Service Units in 2019-20 representing over 75,000 students across 89 counties and 24 legislative districts throughout Nebraska. We have grown each year for the last nine years, in spite of losing member districts to local reorganization, and we hope to see growth again for 2020-21.

Why Remain a Member of NRCSA?

We are the only organization focused on rural community K-12 school districts and their role in Nebraska's public education system. Depth of membership matters when talking to senators and other officials. Senators view NRCSA as representing all "rural, community districts". The more members we have, the larger the true number of districts and students represented, the stronger our voice. The common theme for membership is being a rural community school.

NRCSA can act as a forum for advancing ideas and concerns, whether legislative, Department, or any entity having a role in public education. This has included representing members to groups such as rural education research groups, rural membership advocacy groups, rural interest groups, collaborative groups, Nebraska Department of Education, and NREA (national) committee participation.

NRCSA offers two annual statewide events (Legislative Forum and Spring Conference) which offer members the chance to learn about issues affecting rural schools, the opportunity to develop professionally, network with personnel representing other districts and interact directly with policymakers and providers as well as NRCSA leaders. Both events are focused on our rural community schools' issues and interests. The Spring Conference is also the event that highlights awards, speakers, scholarships, exhibitors, music groups, many learning and information opportunities, and of course NRCSA food.

NRCSA offers recognition to those who demonstrate outstanding leadership and character in rural schools through exceptional scholarship and awards programs. In 2020, NRCSA awarded sixteen \$1,000 scholarships, seven Outstanding Educator Awards, and eight Closing the Achievement Gap Effective School Awards.

NRCSA provides, exclusively sent to Superintendents and Board of Education members of member schools, written updates from the Executive Director on current association activities and involvement within the legislative process. In the past the updates have gone only to the Superintendents and Board Presidents. We have expanded our updates to include all Board of Ed members. We are requesting the district Superintendent provide board member email contact information, or at least for the Board President, so the NRCSA communications can be sent to a larger audience directly. We encourage our updates to be used as board meeting information, as well.

NRCSA currently offers leadership roles, ten elected and 59 appointed positions, for superintendents of member districts to be further involved. Elected opportunities include six NRCSA district (regional) representatives, three presidency cycle offices, and one secretary office as the ten-member Executive Committee. There are ten appointed members of the Scholarship & Recognition Committee, twenty-two appointed members of the Legislative Committee (including seven ex-officio past NRCSA presidents), twelve appointed members of the Rural Teacher Committee, and fifteen members of the NRCSA Closing the Gap Project Team.



NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION

455 S. 11th St, Ste B
Lincoln, NE 68508

2020-21

EXECUTIVE COMMITTEE

Officers:

Ginger Meyer, President.
Chadron Public Schools
Chadron, Nebraska

Del Dack, Past President.
Paxton Consolidated Schools
Paxton, Nebraska

Dr. Dawn Lewis, Pres.-Elect.
Arlington Public Schools
Arlington, Nebraska

Jane Davis, Secretary.
Hershey Public Schools
Hershey, Nebraska

District Representatives:

Chris Geary, West.
Leyton Public Schools
Dalton, Nebraska

Dale Hafer, North Central.
Ainsworth Public Schools
Ainsworth, Nebraska

Dr. Jon Cerny, Northeast.
Bancroft-Rosalie Community Schs
Bancroft, Nebraska

Paul Sheffield, Southeast.
Exeter-Milligan Public Schools
Exeter, Nebraska

Jon Davis, South Central.
Alma Public Schools
Alma, Nebraska

Alan Garey, Southwest.
Medicine Valley Schools
Curtis, Nebraska

Executive Director:

Jack Moles
455 S. 11th St, Ste B
Lincoln, NE 68508
402-335-7732

Lobbyists:

Trent P. Nowka
Russell Westerhold

Nowka & Edwards.
Suite 201
1233 Lincoln Mall,
Lincoln, NE 68508
402-476-1440

NRCSA offers the NRCSA-USbank OneCard program to all school districts and service units statewide as a NRCSA program. The OneCard is a Visa purchase-only card that allows designated personnel to make purchases for the district, thus eliminating the need to carry cash, or for staff to use their personal credit/debit card and go through a reimbursement process. The Superintendent pre-loads the card and all transactions are clearly identified on the monthly statements. It is easy, clean, secure, and can be used for any purchase of any size. NRCSA receives a portion of the interchange income generated by use of the cards. Seventy-two districts and the NRCSA office use the OneCard. This income provides critical support for NRCSA scholarships and awards.

NRCSA provides elective services such as OneCard Purchase Card, Superintendent Search, Planning Support, Global Teletherapy (speech, occupational therapy, and behavior/mental health therapy), and Project Fit America Grant (BC/BS NE), to date. Information regarding these services is provided on the NRCSA website and via emails to member districts and will be included as Facebook information.

It is an exciting time for NRCSA and an exciting time to be a member! There are two ways to renew your membership. You may update and return the Superintendent and board member contact information included. Or you may submit an Online Membership Form. Simply go to www.nrca.net and click on 'Membership' then, select 'Regular Member'. Click the 'Complete Membership Form Online' link and follow the directions. District dues for 2020-21 remain at \$850.00, due September 15. ***Please note that we are asking for the mobile phone numbers of administrators, so please share that information with us.***

NRCSA is one of forty-three state rural community school organizations belonging to the National Rural Education Association (NREA). As a state affiliate, NRCSA offers discounted individual and school memberships to the NREA. The NREA provides a strong and respected advocacy for rural public education on the national level.

Again, this year, NRCSA is offering a discounted membership in the National Rural Education Association (NREA). NRCSA is one of forty-three state affiliates of the NREA and as such, can offer NRCSA member schools a twenty-five percent discount on NREA memberships. There are two membership options: An individual membership (cost \$75.00 per year) and a school district membership (cost \$300.00 per year). The individual membership allows a single person to maintain membership in the NREA, while a district membership allows up to seven (7) people (such as board members or other staff) to be listed as members under the school district's membership. If you would like to join the NREA, as well as NRCSA, simply complete the enclosed registration form and return it to NRCSA along with a check for the cost of membership dues. **A separate check must be submitted for NREA dues, made out to NREA.** The checks and information collected will be forwarded to the NREA. Joining the NREA is an optional addition to NRCSA membership dues, but we encourage you to join the NREA.

Thank you in advance for your continued support of NRCSA and quality education for all students in rural Nebraska. Your membership and voice toward growing your rural and outstate specific education association is vital to our relationships and our efforts on behalf of your schools, students, and communities.

Jack Moles
Executive Director, NRCSA

Nebraska Rural Community Schools Association
455 S.11th St, Ste B
Lincoln, NE 68508

Invoice #: 2020-21 Member

Date: 6/18/2020

Bill To:

PENDER PUBLIC SCHOOLS
609 WHITNEY
PENDER NE 68047

For: NRCSA Membership Dues

Description	Amount
<i>2020-21 NRCSA Membership Dues Renewal</i>	<i>\$850.00</i>

Total:

\$850.00

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028
or e-mail: jbundy@nrcca.net



NREA Discounted Membership (Through NRCSA) 2020-21 Membership Form

Instructions:

Complete this form if your superintendent or district wants to become a member of the National Rural Education Association (NREA). NRCSA as a state affiliate of the NREA, is able to offer members a twenty-five (25%) discount on membership to the **NREA**. Please complete the form entirely, and submit to the NRCSA office via, mail, e-mail, or fax.

School District Name: _____

Address: _____

City: _____

St: NE **Postal Code:** _____

Phone Number: _____

Fax Number: _____

Administrator Name: _____

Administrator e-mail: _____

Type of Membership: Discounted Individual Membership (\$75.00)

There are two different membership options. The discounted individual membership allows one (1) person to join the NREA at a cost of \$75.00. The discounted school district membership allows a maximum of 7 people (board members or other staff) to join the NREA at a cost of \$300.00.

Contact 1 Name: _____

Title: _____

e-mail: _____

Contact 2 Name: _____

Title: _____

e-mail: _____

Contact 3 Name: _____

Title: _____

e-mail: _____

Contact 4 Name: _____

Title: _____

e-mail: _____

Contact 5 Name: _____

Title: _____

e-mail: _____

Contact 6 Name: _____

Title: _____

e-mail: _____

Contact 7 Name: _____

Title: _____

e-mail: _____

Please include a **SEPARATE** check for the membership fees payable to the NREA.

Send dues and registration form to:

NRCSA
455 S. 11th St, Suite B
Lincoln, NE 68508



--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --
Nebraska Rural Community Schools Association

<p><u>STATE LEGISLATIVE ADVOCACY</u> NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 23 Superintendents from member schools and helps to direct the legislative efforts of the organization. NRCSA is also represented in the "Nebraskans United for Property Tax Reform and Education" and the "Education Association Coalition", both of which serve as coalitions that work to speak on behalf of public education interests.</p>	<p><u>RURAL ADVOCACY</u> NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska.</p>	<p><u>SUPERINTENDENT SEARCHES</u> NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><u>PLANNING WORKSHOPS</u> The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><u>NATIONAL ADVOCACY</u> NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><u>LEGISLATIVE FORUM</u> During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>
<p><u>COMMUNICATIONS</u> NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is www.nrcsa.net. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (www.facebook.com/nrcsahome).</p>	<p><u>SPRING CONFERENCE</u> NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><u>GARY FISHER FINE ARTS SCHOLARSHIPS</u> NRCSA awards two \$1,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the plan to major in a fine arts field.</p>
<p><u>DISTRICT MEETINGS</u> Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis.</p>	<p><u>US BANK ONE CARD PROGRAM</u> NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><u>NRCSA AWARDS</u> NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><u>NRCSA EXECUTIVE BOARD</u> The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><u>NRCSA SCHOLARSHIPS</u> NRCSA annually awards 14 \$1,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers.</p>	<p><u>GLOBAL TELETHERAPY</u> Global Teletherapy is a partner with NRCSA that provides elective services such as Speech, Behavioral, and Occupational Therapies. Global provides services that are sometimes difficult to fill.</p>
<p><u>NEBRASKANS UNITED</u> NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><u>CORONAVIRUS ISSUES</u> Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall.</p>	<p><u>LEADERSHIP OPPORTUNITIES</u> Each year there are over 50 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>
<p><u>EDUCATION ASSOCIATIONS COALITION</u> NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><u>NATIONAL RURAL EDUCATION ASSOCIATION</u> NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, will serve as the President of NREA in the coming year.</p>	<p><u>RURAL TEACHER SHORTAGE</u> NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Wayne State College and Peru State College in this work.</p>

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

July 7, 2020

QUOTE NUMBER: Q2003311

RON LEWON

Rasmussen Mechanical Services
2425 East 4th Street
Sioux City, Iowa 51101

JASON DOLLIVER

PENDER PUBLIC SCHOOLS
609 WHITNEY STREET
PENDER, Nebraska
68047

Proposal

Subject: Freon for Elementary HVAC unit

Jason Dolliver,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

- Change gaskets on Elementary unit circuit #2
- Add necessary oil to this circuit.
- Install bracing with cushion clamps to support Freon lines.
- Vacuum system.
- Add Freon to circuit #2 on Elementary HVAC unit.
- Check for proper operation.
- Clean up work site.

Clarifications:

- Clear access to work area.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

Seven Thousand Eight Hundred Seventy Five Dollars and No Cents....\$7,875.00

Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Ron Lewon
Project Manager

Rasmussen Mechanical Services

Phone: 712.252.4613 ex. 210
Mobile: +1 7128985880
Email: ron.lewon@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: PENDER PUBLIC
SCHOOLS

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2003311

Date of Acceptance

NSAA Bowling Informational Sheet

NSAA Bowling Committee:

- Anita James, Alliance
- Phil Truax, Lexington
- Steve Throne, Millard South
- Mikal Shalikow, Newman Grove
- John Losito, Sun Valley Lanes (Lincoln), Proprietor
- Larry Puntaney, Lincoln Pius X, Coach
- Dan Masters, NSAA

The NSAA bowling committee will recommend the following guidelines and regulations for approval by the NSAA Board for the upcoming inaugural season. These guidelines are subject to change as they are pending NSAA Board approval. They represent a “snapshot” of the framework to this new activity.

Season: Winter

Divisions: Boys and Girls

Classification(s): TBD. (Thirty-eight schools had registered as of July 28th)

Team Structure: Five competitors, up to two substitutions; Seven team members. *Conversations surrounding the allowance of single/individuals to participate for individual awards are ongoing and will continue

Permissible Contests: Dual match, double dual, tournament

Competition Limitations: A maximum number of contests is still being determined. Within the max. number of contests, schools will be allotted 18 competition points (like volleyball schedules). Dual matches = 1 point; Double dual = 2 points; Tournament = 3 points

Tournament Formats: The format will be based on the number of teams in a tournament and followed to protect Wildcard integrity. Each format will be outlined in the sports manual.

Wildcard: With geographically aligned districts and the need to protect the integrity of the sport while utilizing multiple facilities with varying playing conditions; utilizing a wildcard system very similar to other NSAA sports will be recommended. This would allow for State Championship wildcard qualifiers. Submitting team schedules and tracking winners/losers, like other NSAA sports, will be recommended.

Format: Each match will consist of three games (2 regulation and best 2 of 3 Baker). The 21 Point, Match Point System will be used (1 point for each individual game (10 points available); 3 points for each team game (6 points available); 5 points for the Baker match). The first team to reach a point total of 11 will have won the match. See below:

Home Team			Away Team		
Bowlers Name	Score	Points	Bowlers Name	Score	Points
Bowler 1	185		Bowler 1	192	1
Bowler 2	162		Bowler 2	170	1
Bowler 3	210	1	Bowler 3	201	
Bowler 4	202	1	Bowler 4	195	
Bowler 5	224	1	Bowler 5	213	
Team Total Pinfall	983			971	
Game Points					
Individual Game Points		3	Individual Game Points		2
Points for Total Pinfall		3	Points for Total Pinfall		0
Team Game Points		6	Team Game Points		2

Bowlers Name	Score	Points	Bowlers Name	Score	Points
Bowler 1	192	1	Bowler 1	185	
Bowler 2	170	1	Bowler 2	162	
Bowler 3	201	1	Bowler 3	200	
Bowler 4	195		Bowler 4	202	1
Bowler 5	213		Bowler 5	224	1
	971		Team Total Pinfall	973	
Game Points					
Individual Game Points		3	Individual Game Points		2
Points for Total Pinfall			Points for Total Pinfall		3
Team Game Points		3	Team Game Points		5

Baker Game (Best 2 of 3)					
Home Team			Away Team		
Game 1 Score	205	X	Game 1 Score	190	
Game 2 Score	180		Game 2 Score	185	X
Game 3 Score	199		Game 3 Score	201	X
Baker Points		0	Baker Points		5

HOME	9	Total Match Points	AWAY	12
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Districts/State Championship: TBD in 2020-21. A decision will be determined following the September 1st registration deadline. The number of registered teams will be a factor in the decision.

- Early discussion centers on having districts that are geographically aligned
- The wildcard system would be used to determine up to two teams for the State Championship (that did not win their district tournament)

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of Pender Public Schools is to not discriminate on the basis of sex, sexual orientation or gender identity, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Pender Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Education of Pender Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** Pender Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Pender Public Schools will try to protect employees or 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, national origin, sex, sexual orientation or gender identity, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, race, color, religion, disability, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth, sexual orientation or gender identity, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment 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.
- c. Sexual harassment has been 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:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) 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, class room 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.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or 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.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Pender Public Schools
- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of

Education.

- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board of Education threaten or retaliate against a person for alleging discrimination or harassment.

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

Date of Adoption: April 14, 2008
Date of Amendment: August 10, 2015
Date of Amendment: January 9, 2017
Date of Amendment: August 10, 2020

Business OperationsRecords Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees

sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of race, color, national or ethnic origin, age, marital status, sex, political affiliation, religion, disability, veteran status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status; promote sexual harassment; or to promote personal, political, or religious business or beliefs.
 - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that

represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

- iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
- iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Electronic Records

All books, papers, documents, reports, and records kept by the District may be retained as electronic records. Minutes of the meetings of the school board may be kept as an electronic record.

5. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Rev. Stat. §§ 84-712 through 84-712.09
Neb. Rev. Stat. §§ 84-1201 to 84-1227
Laws 2010, LB 742
State Records Administrator Guidelines:
Schedule 10: Records of Local School Districts (Feb. 1989)
Schedule 24: Local Agencies General Records (March 2005)
Electronic Imaging Guidelines (March 2003)

Date of Adoption: July 12, 2010
Date of Amendment: August 10, 2015
Date of Amendment: August 10, 2020

Personnel - All EmployeesEqual Opportunity Employment

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

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

Date of Adoption: December 10, 2007

Date of Amendment: August 10, 2015

Date of Amendment: August 10, 2020

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

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

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

Secondary Students: Secondary Principal, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

Elementary Students: Elementary Principal, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

Employees and Others: Superintendent, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

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

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**1. Purpose:**

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, **sexual orientation, gender identity**, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

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

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

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

Date of Adoption: August 8, 2011
Date of Amendment: April 14, 2014
Date of Amendment: August 10, 2015
Date of Amendment: July 16, 2018
Date of Amendment: August 10, 2020

Personnel - Certificated EmployeesStandards of Ethical and Professional Performance – Certificated Staff

Both the State of Nebraska and the Board of Education recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education and expects all certificated employees to abide by these standards.

Certificated Personnel-Professional Performance and Code of Ethics

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. 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 all educators 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:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, disability, religion, veteran status, marital status, pregnancy, childbirth or related medical condition, age, national or ethnic origin, or other protected status. handicapping condition.

3. 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.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

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:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. 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.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.

7. 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:

1. 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.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. 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:

1. 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.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. 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:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the Board of Education.
5. Shall not assign to unqualified personnel tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. §§ 79-859, 79-866; 92 NAC 27 (NDE Rule 27)

Date of Adoption: December 10, 2007

Date of Amendment: August 10, 2020

PersonnelStandards of Performance for Classified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, **creed**, sex, sexual orientation, **gender identity**, **disability**, **veteran status**, marital status, age, **pregnancy**, **childbirth or related medical condition**, national or ethnic origin, religion, **handicapping condition** or **other protected status**.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
11. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
12. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: December 10, 2007

Date of Amendment: August 10, 2020

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The Board of Education shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board of Education.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that meet the guidelines set forth in AR 5001.1.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance

assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative office.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, sex, sexual orientation, gender identity, religion, ancestry, national or ethnic origin, marital status, age, pregnancy, childbirth or related medical condition, disability, veteran status, or other protected status of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to

continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the Board of Education of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the Board of Education may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference: Neb. Rev. Stat. §§43-2001 to 43-2012
 Neb. Rev. Stat. §79-214
 Neb. Rev. Stat. §§79-217 to 79-223
 Neb. Rev. Stat. §79-266.01
 173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption: January 9, 2012
Date of Amendment: September 9, 2013
Date of Amendment: July 15, 2019
Date of Amendment: August 10, 2020

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

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

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

Secondary Students: Secondary Principal, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

Elementary Students: Elementary Principal, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

Employees and Others: Superintendent, 609 Whitney Street, Pender, NE 68047, 402-385-3244. (See AR 1025.2)

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

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**1. Purpose:**

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, **sexual orientation**, **gender identity**, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the

alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal.

The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

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

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

5. Training:

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption: August 8, 2011
Date of Amendment: August 10, 2015
Date of Amendment: July 16, 2018
Date of Amendment: August 10, 2020

InstructionAffirmative Action: Instruction Program

The school district pledges itself to avoid discriminatory actions and seeks to foster good human and educational relations, which help to attain:

1. Equal rights and opportunities for students and employees in the school community.
2. Equal opportunity for all students to participate in the total program of the schools.
3. Continual study and development of curricula toward improving human relations and understanding and appreciating cultural differences.
4. Frequent training opportunities for improving staff responsiveness to educational and social needs.
5. Opportunities in educational programs which are broadly available to pupils which are not solely based upon race, color, religious creed, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sex, sexual orientation, gender identity, or disability other protected status.

Date of Adoption: July 21, 2008

Date of Amendment: August 11, 2014

Date of Amendment: August 10, 2020

New Construction and Improvements to Existing BuildingsDesign-Build Under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.

1. **Introduction:** The School District is authorized to enter into Design-Build Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the “Act”). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Design-Build Contract and the general terms of such contract.

2. **Terms Defined:**

A. “Design-Build Contract” means a contract developed under the terms and conditions of this policy which is subject to qualification-based selection between the School District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a construction project pursuant to the Act, and (b) labor, materials, supplies, equipment, and construction services for a construction project pursuant to the Act.

B. “Design-Builder” means the legal entity which proposes to enter into a Design-Build Contract pursuant to the Act and this policy.

C. “Letter of Interest” means a statement indicating interest to enter into a Design-Build Contract for a project pursuant to the Act and this policy.

D. “Performance-Criteria Developer” means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Sections 81-3401 et seq., who is selected by the School District to assist the School District in the development of Construction Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a Design-Build Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the School District to represent its interests in relation to a construction project.

E. “Project Performance Criteria” means the performance requirements of the construction project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the construction project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the construction project.

F. “Proposal” means an offer in response to a Request for Proposals by a Design-Builder to enter into a Design-Build Contract for a School District construction project pursuant to the Act and this policy.

G. “Qualification-Based Selection Process” means a process of selecting a Design-Builder based first on the qualifications of the Design-Builder and then on the Design-Builder’s proposed approach to the design and construction of the School District construction project.

H. “Request for Letters of Interest” means the documentation or publication by which the School District solicits Letters of Interest.

I. “Request for Proposals” means the documentation by which the School District solicits Design-Builder Proposals.

3. ***Board Selection of Design-Build Method and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Design-Build under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the Performance-Criteria Developer retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Procedures for Selecting and Hiring a Performance-Criteria Developer:*** Prior to proceeding with any School District construction project using the Design-Builder method under the Act, the School District shall retain the services of a Performance-Criteria Developer under the following procedures:

A. In the event that the estimated fee for the professional services of a Performance-Criteria Developer is less than Forty Thousand Dollars (\$40,000), the School District shall informally solicit proposals or statements of qualifications from persons licensed or organizations issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., and select a Performance-Criteria Developer that, in the sole opinion of the School District, is best suited to the specific School District construction project. The School District shall negotiate and enter into a written Performance-Criteria Developer contract with the selected person/firm.

B. In the event that the estimated fee for the professional services of a Performance-Criteria Developer exceeds Forty Thousand Dollars (\$40,000), the School District shall select a Performance-Criteria Developer based on the following procedures, which are to be consistent with the Nebraska Consultants’ Competitive Negotiation Act, Neb. Rev. Stat. Section 81-1700 et seq.

(1) Public notice of a request for qualifications for the position of Performance-Criteria Developer shall be given in a manner consistent with School District policy. In addition, known persons and/or firms engaged in the lawful practice of their profession who desire to provide professional services will be encouraged to submit a proposal or statement of qualifications.

(2) Proposals or statements of qualifications shall be objectively evaluated and discussions with qualified persons/firms shall be conducted regarding the person's/firm's qualifications, approach to the project, and ability to furnish the services of performance-criteria developer. If necessary, person(s)/firm(s) may be asked to provide public presentations.

(3) Qualified persons/firms shall be ranked in order of preference after considering such factors as (i) the ability of professional personnel, (ii) past performance, (iii) willingness to meet time and budget requirements, (iv) location, recent, current and projected workloads of the persons/firms, and (v) the volume of work previously awarded to the person/firm.

(4) The School District shall attempt to negotiate a Performance-Criteria Developer contract with the highest ranked qualified person/firm and may enter into a Performance-Criteria Developer contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the highest ranked person/firm, the [Name] Public School District may terminate negotiations with that person/firm. The [Name] Public School District may then undertake negotiations with the second highest ranked person/firm and may enter into a performance-criteria developer contract after negotiations. If the Board of Education is unable to negotiate a satisfactory contract with the second highest ranked person/firm, the Board may undertake negotiations with the third highest ranked person/firm, if any, and may enter into a performance-criteria developer contract after negotiations.

C. The procedures in subparagraphs A and B above shall include the requirement that the Performance-Criteria Developer (a) is a person licensed or an organization issued a certificate of authorization to practice architecture or engineering in the State of Nebraska pursuant to the Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., (b) is ineligible to be included as a provider of any services in a Proposal as a Design-Builder for the construction project on which it has acted as Performance-Criteria Developer, and (c) is not employed by or does not have a financial or other interest in a Design-Builder who will submit a Proposal.

D. The Procedure shall also provide that the Performance-Criteria Developer shall assist the School District in the development of project Performance Criteria, Letters of Interest, Requests for Proposals, evaluation of the Proposals, evaluation of design and construction under the Design-Build Contract to determine adherence to the Performance Criteria, and any additional services requested by the School District to represent its interests in relation to the construction project.

5. ***Procedures for the Preparation and Content of Request for Letters of Interest and Procedures and Standards to be Used to Prequalify Design-Build Candidates:*** The School District shall prepare and issue a Request for Letters of Interest for the position of Design-Builder under the Act and in accordance with this section and shall prequalify Design-Builders on the basis of Letter of Interest responses received from such firms submitted in accordance with this section.

A. The Request for Letters of Interest shall be (a) published in a newspaper of general circulation within the School District at least thirty (30) days prior to the deadline for receiving Letters of Interest and (b) sent by first-class mail to any Design-Builder upon request.

B. The Request for Letters of Interest shall include, at a minimum, a description the School District construction project in sufficient detail to permit a Design-Builder to submit a Letter of Interest, which may include a description of the scope and nature of the construction project, the project site, the schematic design (if any has been prepared), the preliminary project schedule and estimated budget.

C. Letters of Interest shall be reviewed by the School District, in consultation with the Performance-Criteria Developer. The School District will evaluate prospective Design-Builders based on the information submitted to the School District in the Letters of Interest.

D. The School District shall select as prequalified at least three (3) prospective Design-Builders who submitted Letters of Interest; provided that if only two (2) Design-Builders have submitted Letters of Interest, the School District shall select as prequalified at least two (2) prospective Design-Builders. The selected Design-Builders then shall be considered prequalified and eligible to receive a Request for Proposals.

6. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Design-Builder under the Act and in accordance with this section. The Request for Proposals shall be sent only to the prequalified Design-Builders. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

F. Instructions to prospective Design-Builder firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

(1) A description of the Design-Builder's project team and organization of such team;

Proposals;

- (2) Fee proposal, if required by the School District as part of the Request for

- (3) A description of the limitations, if any, on expenses to be reimbursed;

- (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

- (5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

- (6) A written acknowledgement that the Design-Builder agrees to the following conditions:

- (i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

- (ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

- (iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;

- (iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;

G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.

H. Proposal procedures, including:

- (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;

- (3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Design-Builder;

L. Insurance requirements, which shall provide that the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Design-Builder from claims which may arise out of or result from the Design-Builder's operations under the contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or

recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Design-Builder.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals.

Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Sec. 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, the School District shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Design-Builder to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Design-Builder to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Design-Builder.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Design-Builder to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Design-Builder with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Design-Builder to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Design-Builder’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Design-Builder under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Design-Builder for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the

services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the Selection Committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Design-Builder candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Design-Builder Contract Negotiations:***

A. The School District may only proceed to negotiate and enter into a Design-Build Contract if there are at least two (2) proposals from pre-qualified Design-Builders.

B. Negotiations with Highest Ranked Design-Builder: The School District shall attempt to negotiate a Design-Build Contract with the highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor.

C. Negotiations with Second Highest Ranked Design-Builder: If the School District is unable to negotiate a satisfactory contract with the highest ranked Design-Builder, the School District may terminate negotiations with that Design-Builder. The School District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the School District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a Design-Build Contract after negotiations.

D. Requirement of Execution of Written Contract: No contractual rights shall be created between the Design-Builder and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with Design-Build Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the School District may either revise the Request for Proposals and solicit new proposals or cancel the Request for Proposals process.

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Design-Build Contract:***

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Letters of Interest or Request for Proposals, as the case may be.

(2) A Design-Builder candidate seeking to protest the Letters of Interest or Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Letters of Interest or Proposal opening, as the case may be.

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Design-Build Contract: A Design-Builder candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Design-Build Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Design-Build Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within Forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

11. *Procedures for the Evaluation of Construction Under the Design-Build Contract by the Performance-Criteria Developer to Determine Adherence to the Performance Criteria:* The Performance-Criteria Developer shall be the School District's representative for purposes of evaluating the design and construction under the Design-Build Contract to determine adherence by the Design-Builder to the Project Performance Criteria established for the project. The procedures to be followed by the School District, Performance-Criteria Developer and the Design-Builder for purposes of such evaluation shall be as follows:

A. The Performance-Criteria Developer shall review and evaluate the construction methods and materials, including any shop drawings and submittals, used by the Design-Builder to determine adherence with the Project Performance Criteria.

B. The Performance-Criteria Developer shall be a representative of and shall advise and consult with the School District during the performance of the Design-Build Contract by the Design-Builder. The Performance-Criteria Developer shall have authority to act on behalf of the School District with regard to any issue arising regarding the performance of the Design-Build Contract by the Design-Builder. The Design-Builder shall provide the Performance-Criteria Developer with copies of all construction documents, including, but not limited to, all plans and specifications, shop drawings, requests for information from contractors, and warranties for equipment and materials.

C. The Performance-Criteria Developer, as a representative of the School District shall visit the site at intervals appropriate to the stage of the Design-Build Contractor's operations, when services are needed or necessary, or as otherwise directed by the School District (1) to become familiar with and to keep the School District informed about the progress and quality of the portion of the work completed, (2) to guard the School District against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner establishing that the work, when fully completed, will be in accordance with the performance criteria for the project.

D. The Performance-Criteria Developer shall be responsible for the Performance-Criteria Developer's negligent acts or omissions and those of the Performance-Criteria Developer's personnel providing services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Design-Builder, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work.

E. The Performance-Criteria Developer shall at all times have access to the work wherever it is in preparation or progress.

F. The School District shall endeavor to communicate with the Design-Builder through or in conjunction with the Performance-Criteria Developer about matters arising out of or relating to the project.

G. Upon issuance by the Design-Builder of a certificate of substantial completion, the Performance-Criteria Developer shall conduct a final inspection and evaluation of the project to confirm that all components of the work have been completed in accordance with the performance criteria established for the project.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.; Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. Sec. 81-1701 et seq.; and Sec. 84-712

Date of Adoption: August 10, 2020

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. ***Introduction:*** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. ***Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of

Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
 - (1) A description of the Construction Manager's project team and organization of such team;
 - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
 - (3) A description of the limitations, if any, on expenses to be reimbursed;
 - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
 - (1) Questions and clarification or interpretations of the Proposal documents;
 - (2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and

their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District

in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other

interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to

perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. Negotiations with Second Highest Ranked Construction Manager: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that

Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. Filing of Construction Manager at Risk Contract: The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. Unsuccessful Negotiations with Construction Manager Candidates: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. Modification of Construction Manager at Risk Contract: A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. *Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:*

A. Protest Relation to Solicitation:

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection

committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: August 10, 2020

PENDER PUBLIC SCHOOLS

CERTIFIED STAFF HANDBOOK

2020-2021

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**Pender Public Schools Certified Staff Handbook
2020-2021 School Year**

FOREWORD

Intent of Handbook

Welcome to Pender Public Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Pender 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 employment at PPS, including the employment contract, the negotiated agreement between the Pender Public Schools and the Pender 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 2020-2021 and subsequent school years unless replaced by a later edition.

School Mission Statement, Governing Beliefs, and Essential Education

School Slogan: It's a Great Day to be a Pendragon!

Mission Statement: The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.

Governing Beliefs: The governing beliefs of the Pender Public School District are:

- A. We believe communication is necessary in providing a quality education.
- B. We believe that a quality education is a joint commitment and responsibility of the entire community.
- C. We believe that our school system should provide the educational opportunities to meet the individual needs of all students.
- D. We believe the learning environment should be safe, supportive, positive, and dignified.
- E. We believe in providing the learning environment and technology to motivate and challenge the student to be the best he/she can be.
- F. We believe in recognizing the diversity of students, their backgrounds, and families.
- G. We believe in creating an education environment in which student learn to take responsibility for their own learning and actions.
- H. We believe that our school system should hire, maintain, and retain the best-qualified staff possible.

Essential Education: Pender Public School is committed to providing its students with equitable opportunities for an essential education in an efficient manner. An essential education is one that enables students to reach the following outcomes:

- A. Proficient in meeting the State's academic content standards and essential learning and such additional standards as are established by the Board of Education
- B. Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- C. Effective in functioning in and contributing to our culturally diverse democratic society

The District seeks to provide an essential education by developing and maintaining:

- A. Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- B. Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- C. Comprehensive support programs and services that meet the diverse needs of students;
- D. Safe, clean and supportive facilities and learning environments;
- E. Implementation of a curriculum that meets the following:
 1. Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learning in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 2. Is appropriate for the developmental level of the students;
 3. Addresses diverse learning needs;
 4. Instills a passion for learning and the importance of life-long learning;
 5. Develops problem solving and critical thinking skills, decision making skills, data

- gathering, and critical use of information;
6. Develops expected work ethics, as well as group participation and leadership skills;
 7. Incorporates character education and multicultural education, including respect for diversity;
 8. Provides for application of technology in all learning areas;
 9. Provides access to advanced courses; and
 10. Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- E. Providing a supportive learning environment which includes:
1. A welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 2. Learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 3. Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Members of the Board of Education

Name	Contact Information
Matt Peters, President	402-385-3885
Matt Henieman, Vice President	402-385-3178
Jason Roth, Secretary-Treasurer	402-528-3525
Jean Karlen	402-385-2657
J.J. Maise	402-385-2347
Mandy Johnson	402-922-1073

Administrative Staff

Name	Position
Jason Dolliver	Superintendent
Eric Miller	Secondary Principal
Kelly Ballinger	Elementary Principal Special Education Director

Certified Staff

Name	Department	Grades
Amy Bargholz	Elementary	Kindergarten
Anthony Ferg	Business/Technology/SS Activities Director	7-12
Ashley Bessmer	Elementary	1
Audra Miller	Reading Interventionist	K-6
Brandi Kolbeck	Vocal Music	K-12
Bri Carda	Social Studies	7-12
Brianna Gaer	Elementary	3
Brittany Wolfgram	Elementary	1
Clay Haymart	Language Arts	7-12
Cody Volk	Social Studies	7-12
Dennis Oliver	Physical Education	K-12
Dustin Krusemark	Art	K-12

Emily Cameron	Language Arts	7-12
Jennifer Davis	Technology Director	P-12
Kari Athey	Science	5-12
Katie Meier	Science	7-12
Kayla Brewer	SPED	Pendragon Academy
Kelly Schrunk	Elementary	4-6 Social Studies, 4 th Grade
Kira Swinton	SPED	K-3
Lanette VonSeggern	Mathematics	7-12
Leah Clark	School Psychologist	P-12
Liz Hoffman	Elementary	3
Luke Hoffman	Elementary	4-6 Math, 5 th Grade
Maggie Fillipi	Elementary	Preschool
Margarita Flores	Foreign Language (Spanish)	4-12
Matt Dregalla	Instrumental Music	5-12
Megan Nixon	Elementary	4-6 Writing, 4 th Grade
Mitchell Mailloux	Elementary	2
Molly Burmester	Elementary	4-6 Reading, 6 th Grade
Paige Hegge	SPED	4-6
Rhonda Heise	Media Specialist	K-12
Rusty Bartlett	Ag Ed Instructor	7-12
Sean King	Mathematics	7-12
Shauna Kinning	Elementary	Kindergarten
Sheila Dahlman	Elementary	2
Tami Nelson	SPED	7-12
Tara English	Elementary	4-6 Science, 5 th Grade
Tara Miller	Elementary	4-6 Reading, 6 th Grade
Thad Nixon	Guidance Counselor	P-12

Classified Staff

Name	Building	Position
Andrea Hansen	Pender	District Secretary
Betty Roberts	Pender	Paraprofessional
Carol Peters	Pender	Food Service
Cathy Duncan	Pender	Paraprofessional
Chris Meyer	Pender	Food Service
Deanna Hansen	Pender	Bookkeeper / Admin Assistant
Dennis Frese	Pender	Bus Driver
Doug Schrieber	Pender	Custodian
Janet Schopke	Pender	Paraprofessional
Jessica Brichacek	Pender	Paraprofessional
Jody Davis	Pender	Paraprofessional
Judy Giese	Pender	Paraprofessional
Kim Hofmeister	Pender	Paraprofessional
Leslie Timm	Pender	Nurse
Lindi Hathaway	Pender	Paraprofessional
Lisa Johnson	Pender	District Secretary
Nadine Randall	Pender	Bus Driver
Pam Buchholz	Pender	Food Service Manager
Rebecca Zweep	Pender	Paraprofessional
Richelle Webster	Pender	Paraprofessional
Ryan Cameron	Pender	Custodian
Sally Hansen	Pender	Paraprofessional
Scott Pfeiffer	Pender	Transportation Maintenance
Tab Albus	Pender	Paraprofessional
Tony Crippen	Pender	Maintenance

2020-2021 SCHOOL CALENDAR AND SCHEDULES

Pender Public Schools 2020-2021 School Calendar

AUGUST 2020	Dates	Description	SEPTEMBER 2020																																																																																																																																																																																																																																																																																															
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no preschool First Day - Preschool No School - Labor Day Homecoming Dismiss @ 2:30 pm; tchr inservice Dismiss @ 2:30 pm; tchr inservice End of Quarter; 41 days Parent/Teacher Conf; 3-9 pm Dismiss @ 2:30 pm No school (Comp Day) Dismiss @ 2:30 pm; tchr inservice Dismiss @ 1:00 pm Thanksgiving Break Dismiss @ 2:30 pm; tchr inservice 3rd Quarter Ends - 44 days; Dismiss @ 1:00 pm NSAA Moratorium - No Practice Winter Break No School - Teacher Inservice School Resumes Dismiss @ 2:30 pm; tchr inservice Dismiss @ 2:30 pm; tchr inservice No School Dismiss @ 2:30 pm; tchr inservice 3rd Quarter Ends - 42 days No School Parent/Teacher Conf; 3-9 pm No School (Comp Day) Dismiss @ 2:30 pm; tchr inservice Spring Break Easter Spring Break Prom Dismiss @ 2:30 pm; tchr inservice Graduation Last day for students; Dismiss @ Noon End of 4th Quarter - 52 Days Last day for staff Snow make up days	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>TH</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </table> <table border="1" style="width: 100%; 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Approved by Board of Education - March 9, 2020 - Calendar subject to change

Normal Daily Secondary Schedule

<u>Regular Schedule</u>	
8:07	First Bell
8:15-9:05	1 st Period
9:08-9:58	2 nd Period
10:01-10:51	3 rd Period
10:54-11:44	4 th Period
11:47-12:14	5 th Period—First Lunch
12:37-1:04	5 th Period—Second Lunch
1:07-1:57	6 th Period
2:00-2:50	7 th Period
2:53-3:43	8 th Period

Shortened Secondary Schedules

<u>10:00 Start</u>	
9:52	First Bell
10:00 - 10:37	1st Period
10:40 - 11:17	2nd Period
11:20 - 11:57	3rd Period
12:00 - 12:27	5th Period--1st Lunch
12:36 - 1:03	5th Period-2nd Lunch
1:06 - 1:43	4th Period
1:46 – 2:23	6th Period
2:26 – 3:03	7th Period
3:06 - 3:43	8th Period
<u>1:00 Dismissal</u>	
8:07	First Bell
8:15-8:45	1st Period
8:48-9:18	2nd Period
9:21-9:51	3rd Period
9:54-10:24	4th Period
10:27-10:57	6th Period
11:00-11:27	7 th Period
11:29-11:56	8 th Period
11:59-12:28	5 th Period -1 st Lunch
12:31-1:00	5 th Period – 2 nd Lunch

2:00 Dismissal	
8:07	First Bell
8:15 – 8:52	1st Period
8:55 – 9:32	2nd Period
9:35 – 10:12	3rd Period
10:15 – 10:52	4th Period
10:55 – 11:32	6th Period
11:35 – 12:02	5th Period-First Lunch
12:17 – 12:40	5th Period--Second
12:43 – 1:20	7th Period
1:23 – 2:00	8th Period
2:30 Dismissal	
8:07	First Bell
8:15 – 8:55	1st Period
8:58 – 9:38	2nd Period
9:41 – 10:21	3rd Period
10:24 – 11:04	4th Period
11:07 – 11:47	6th Period
11:50 – 12:17	5th Period-First Lunch
12:32 – 12:59	5th Period--Second
1:02 – 1:42	7th Period
1:45 – 2:25	8th Period

Severe Weather and School Cancellations

The Superintendent is authorized by the Board of Education to close the school in case of severe weather. Representatives of the Superintendent’s staff will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly. Apptegy will also be used to communicate pertinent school information including weather-related changes and cancellations via phone, email, and text messaging.

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. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. 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 to the news media when schools will be closed. Staff members will be contacted through the Apptegy notification system. Staff members are required to sign up for the notification system in the office. In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff members may be designated as being required to come to school even in the event of a school closing. All activities, practices, and use of the school facility will be cancelled if school is cancelled.

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 members 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. Teachers 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: Pender Public School 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 discourage parents from picking students up during a tornado warning.** In the event of an emergency exit alert or tornado warning, teachers should implement the school's established safety procedures.

Contract Days

Teachers are contracted for 185 days (hereinafter referred to as the "contract year"). Individual teachers on varying schedules as established by the Board of Education and administration shall service such contract days. Teachers who must travel to work are expected to be on duty when school is in session. Employees who miss school due to weather or road conditions will not be paid for the day(s) missed as outlined in Board Policy.

Make-Up Days

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 will be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

EMPLOYMENT, COMPENSATION AND BENEFITS

It shall be the policy of the Board of Education not to allow discrimination on any basis, including but not limited to sex, sexual orientation, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or any other protected status in the hiring and promotional practices of the school district. This applies to all aspects of the district's employment programs, including recruitment, advertising, process of the application for employment, promotion, granting tenure, termination, layoffs, wages, job assignments, leave of absence of all types, fringe benefits, training programs, employer sponsored programs (including social or recreational programs), and any other term, condition or privilege of employment.

Employment

A teacher is employed by the Pender Public School District 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 15 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 on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment or termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year, the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

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 the last school day of the current school year 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. §79-820.

Assignments

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent 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 "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 is a part of the evaluation of the teacher's overall performance to the District.

Job Descriptions

Job descriptions for all certified and classified positions are available in the office of the Superintendent.

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.

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 of Education Policy 1025 and Administrative Regulation 1025.1 and 1025.2.

When a grievance occurs, an initial conference should be held with the parties involved with the building principal as an observer. If no solution can be reached, then the principal should mediate. If either party still is not satisfied, the problem will be brought to the superintendent in writing for a decision. When a problem still exists after all of the above steps have been taken, the matter may be brought to the Board of Education for their consideration.

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.

Changes in Salary Schedule Placement: The provisions of the negotiated agreement shall govern changes in a teacher's placement on the salary schedule. Teachers are expected to provide the Superintendent 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 timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such 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 holiday 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.

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.

All salary payments are required to be deposited directly into an account of each employee's choice. In other words, direct deposit is required for all employees.

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 100% of schedule placement on a per diem basis for such teacher's extended time.

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 subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights can be obtained in the Office of the Superintendent.

The Health Insurance Portability and Accountability Act (HIPAA) provides 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 an employee a right to purchase individual coverage if 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.

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.

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. Claims for reimbursement should be submitted to the appropriate 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.

The District provides materials necessary for instruction. 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

Activities Director. A school-owned vehicle will be used when available instead of mileage being paid for travel to workshops or activities. 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. Any reimbursement request not approved prior to expenditure may be denied and returned to employee for payment.

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. A publication provided by the federal government, which provides more information about the FLSA is attached as Appendix “A” to this handbook.

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 exemption to be applicable. (Teaching professionals are not subject to the “salaried basis” test). An employee who feels an improper deduction affecting 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 affecting overtime exemption has been made.

The District’s policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Substitute Teachers

Substitute teachers will be assigned by the administration from a list of certified persons. The rate of pay for substitutes will be reviewed and updated periodically by the Board. On the 11th consecutive day of substituting for a specific teacher the pay rate shall be 1/185th of the base salary for the current year.

Nebraska Public Employees Retirement Systems

The following guidelines will govern the Nebraska Public Employees Retirement System:

- A. All new school employees who work 20 hours per week or more must be members of the Nebraska State Retirement System. A percentage set by the state retirement board as established by state statute, will be deducted from the employee’s pay, the school district will also contribute (101% of the employee’s deduction), and the State of Nebraska will contribute 2% to the retirement system.
- B. The staff member must complete a membership form upon first employment in the State of Nebraska and changes such as beneficiaries should be made periodically to keep up-to-date.
- C. Upon retirement, retirement benefits will be paid as calculated by the Nebraska Public

Employees Retirement Systems Office. They can be contacted at 1-800-245-5712.

- D. By law, the employer must provide each eligible employee (age 50 or over) leave with pay (not district leave) to attend up to two retirement planning seminars.

Certificates and Transcripts

All teachers employed in the Pender Public School District must have a valid teaching certificate registered in the office of the Superintendent of Schools at the Pender Public School before they may legally draw any salary. An official transcript is required upon hire and any time a teacher is seeking to move on the salary schedule.

New Employees

New employees must contact the Administrative Assistant prior to the first day of work. The following must be completed:

- A. W-4 withholding form
- B. Background check forms
- C. I-9 Eligibility Verification (two forms of I.D.)
 - 1. Driver's License
 - 2. Social Security Card
- D. Retirement Membership (20 or more hours per week)
- E. Health and Life Insurance forms (certified staff)
- F. Other required documents

ABSENCES FROM WORK

Paid Leave

See the Negotiated Agreement for the current contract year for leave provisions.

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, must present a written statement to the Principal 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.

Payroll Deductions When Leave is Requested but Not Available

See the Negotiated Agreement for the current contract year for leave provisions.

Leaves of Absence

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws.

Jury/Civil Duty

A teacher who is summoned for jury service shall promptly notify the Principal of such 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 the Principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, 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.

Military & Family 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.

Military leave and Family Military leave will be granted to the extent required by state and federal law.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify the Superintendent of the leave request as soon as practicable. For more Military Leave information see Appendix E.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. A publication provided by the federal government, which provides more information about FMLA leaves, is attached as Appendix B to this handbook. Some specifics regarding FMLA leave at Pender Public School:

- A. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.
- B. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job protected paid and unpaid leave is 12 weeks.

If a teacher needs to take an FMLA leave, or has any questions regarding an FMLA leave, the Superintendent should be contacted. (See Appendix B) Board Policy 4007 and Administrative Regulations 4007.1, 4007.2, 4007.3, 4007.4, and 4007.5 can also be referenced for more information about FMLA.

DUTIES AND RESPONSIBILITIES

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 spend seven hours and 30 minutes on site, excluding lunch break (30-minute lunch), except that duty-free lunchtime can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required seven hours and 30 minutes. Staff may leave the building earlier when called to a professional 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 the Superintendent of Schools and principals, except those meetings, which are designated for optional attendance.

Arrival to Duty Assignments

Full-time teachers have a designated on-site workday as 7 hours and 30 minutes. Both elementary and secondary teachers are to be in their classroom no later than 7:55 a.m. and to remain on duty until 3:55 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and observe duty departure time determined by their supervisor. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

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 who leave the school during the designated lunch period must check out in the District office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must sign out in the District office when leaving, and

sign back in with the District 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.

Lesson Plans/Weekly Reports

Teachers will prepare lesson plans, which cover at least three days of advance instruction using the PPS Lesson Plan Template. A copy of all lesson plans must be submitted to the Building Principal so they are easily accessible in an unexpected circumstance.

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 understand expectations easily. The plans must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Daily Class Record

Every teacher is required to keep a complete and easily understandable electronic record of the attendance and achievement of every student using PowerSchool. This class record must be kept current and include the following minimum information in a readily understandable fashion:

- A. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
- B. The name and date of entry for each student who enrolls after the semester opens.
- C. The date of withdrawal for each student who withdraws from the class previous to the close of the semester--dropouts or early withdrawals.
- D. Student attendance procedures include:
 1. Students are responsible for obtaining and completing assignments or tasks when absent from class for any reason.
 2. Arrangements should be made between the student and teacher to determine when missed assignments or tasks are to be completed.
 3. Arrangements should be made prior to the absence when a student knows ahead of time he/she will be absent from school.
 4. This protocol applies to any absence for any reason including absences for school activities.
- E. A complete report of all recorded grades for each student is the responsibility of each teacher. There should be at a minimum of one graded assignment a week. Teachers should be to test frequently enough and that grades are recorded frequently enough to readily and realistically justify the term and final grades, which are reported to parents.

Upon request a student's individual record in the PowerSchool program shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

Because the entries in the PowerSchool program constitute a source of original entry for information, which may be needed, in the absence of the teacher, teachers are required to save the information in a document file and indicate that on the year-end check out sheet to the Principal at the close of the school year. This is a backup used for filing permanent records. Teachers who return to Pender Public School District and who wish to refer to their previous year's class record may request the document file for examination.

Note: All teachers are to keep their class records electronically thus fulfilling the requirement of student data.

Classroom and School Procedures

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

- A. Bulletin Boards: Each teacher shall be responsible for completing appropriate bulletin board regarding curriculum related matters in their primary classroom. Bulletin boards are to be completely changed no less than two times during each school year.
- B. Text Book and Room Inventory: All school purchased materials must be inventoried with the building 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, the teachers should again note its condition, and if the book shows abuse (other than normal wear) assess a fine that is fair (see student handbook). Teachers should insist that students put covers on their books by the end of the first week after receiving them.
- C. Use of Cell Phones: Teachers shall not use personal cell phones for any non-school purpose during instructional time.
- D. Use of Paraprofessionals: Paraprofessionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A Paraprofessional must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the Paraprofessional in a supportive role. Paraprofessionals may be used to 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 calculate grades and record grades. Paraprofessionals are to work only on their assigned workdays and within their assigned workday. If the teacher desires the paraprofessional to work hours other than the assigned work hours or assigned workday, contact the administration for approval.
- E. Use of Student Aides: Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.
- F. Checking Out of Equipment: All equipment must be checked out through the building principal. 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.
- G. Requisition of Equipment and Supplies: Books and supplies, which are needed for instruction, should be requested through the Principal's office. Classroom supplies are located in the supply room in the District Office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

H. Requisition Procedure:

1. All purchase orders must be submitted to the Building Principal, AD, or Supervisor for approval and coding.
2. All purchase orders approved by the Building Principal, AD, or Supervisor require Superintendent approval before the purchase/expenditure can be made.
3. Purchases without approval will be the individual's responsibility.

I. 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 (5801) and this handbook.

J. Teacher Mailbox: Each teacher will be assigned a mailbox located in the Board Room. 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 communication regarding school business.

K. Teachers Meetings: Respective building principals will schedule teachers' meetings. **ALL** teachers are expected to be present for their respective meetings, unless they are absent from school for good cause or have made prior arrangements.

L. Year End Procedures: Teachers will submit requisitions for needed materials, whether returning to the system or not. The Building Principal and Superintendent must approve all requisitions before the order is placed. Year-end report forms should be obtained and carefully completed. These forms are guidelines for future operations and should be distributed by the Building Principal.

M. Substitute Materials: Teachers shall have appropriate and detailed lesson plans, behavior/discipline procedures, seating charts, grading procedures, and any other relevant information readily available when absent. Teachers also shall provide class rosters with student photographs on them so substitute teachers can identify students. Finally, a reliable student in each class shall also be designated as an aide who will be able to find materials, necessary equipment, and pass along other relevant information.

N. Classroom Environment: At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for PPS students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

A. Proper Supervision

1. Teachers shall report to all duty assignments on time.
2. Teachers shall remain in the halls and near the stairs before, during, and after school until the halls are cleared of students.
3. Teachers shall circulate throughout any duty area. Pay particular attention to areas

- and activities that may pose an increased risk of injury.
4. Teachers shall be vigilant while supervising students. Never leave the classroom unattended; the need to make a copy is not greater than the need to supervise students. If an emergency requires a teacher leave the classroom, the teacher should request that another nearby staff member cover the class or notify the office so someone can provide assistance. If on recess duty, the teacher's responsibility is to supervise the students in an assigned area. When talking with other adults or students, teachers should remember that his/her primary duty is supervision. It is vital to always remain aware of what all students who being supervising are doing.
 5. Teachers shall not dismiss any classes before the bell rings, unless arrangements have been made with the principal. Students are not allowed to leave their seats until dismissed by the teacher.
 6. Students who have been identified as having a propensity to act dangerously or in an unpredictable manner may require increased supervision. (This type of information may be confidential and shall not be shared for any reason).
 7. Teachers shall exercise caution with respect to physical contact with students. Use of corporal punishment is prohibited at Pender Public Schools 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 purposes of proper student relationships.
 8. Teachers shall use professional and appropriate language at all times. Profanity or abusive language shall not ever be used. Teachers shall be good role models for students. If a student uses inappropriate language, the teacher is to correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.
 9. Teachers or administrators who must enter the restroom or locker room area of the opposite sex for supervisory reasons MUST knock and then announce themselves before entering.
 10. Students are not to be in the building to work on projects, attend meetings, and practice for activity events, etc. unless a sponsor is present.

B. Proper Instructions

1. 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.
2. 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.
3. When communicating safety rules with students note it in written records (e.g., lesson plan book or daily reports).
4. Review playground and classroom safety rules with students at least once each semester and document when that task is completed. Also, document students who are absent when rules are reviewed and contact the student(s) to review the same information. This should also be properly documented.

C. Proper Maintenance of Buildings, Grounds, and Equipment

1. Teachers shall conduct periodic inspections of equipment for which he/she is responsible.
2. Broken and presents a risk of injury, therefore, it should immediately be taken out of service (if it can't be moved, tape a "Do Not Use" sign) and the office should be

- notified so the issue can be resolved.
3. Communication devices should be checked regularly to assure communication with the office is always possible. Communication devices include but are not limited to a school phone, a cell phone, the PA system, or a walkie-talkie.

D. Proper Warnings

1. If a teacher has knowledge of a hazard that can likely cause injury, steps shall be taken to warn other staff and students. The office shall be notified immediately so additional warnings may be given.

E. Contact the Office for Assistance

The Building Principal or District Office should be contacted immediately when a situation exists which could cause injury to students or others. Examples include but are not limited to:

1. A student fight
2. A 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
3. A report or a suspicion that a student has a weapon, any other dangerous item, or drugs, alcohol, or other illegal substances
4. The presence of an intruder (a non-student or staff member who refuses to go to the office)

Office Visits: Office visits are to be used when the teacher cannot effectively handle the situation at the time. The Building Principal will set the penalty using the Student Handbook and Board of Education Policy as a guide. The teacher immediately will file a disciplinary report to be sent home. The principal may elect for the student to spend several periods in the office or an out-of-school suspension. The situation must be resolved between the teacher and student so an effective classroom relationship can continue.

Student Searches: If a teacher thinks the need to search a student or his/her belongings exists, the Building Principal or designee should be contacted. The teacher should then follow the directives of the Building Principal. A student or his/her belongings should only be searched if deemed absolutely necessary. Student searches should only be conducted with two or more staff members, including the Building Principal, in attendance. Physical force should only be used if necessary to protect the student, other students, or other adults in the building.

Student Rights: Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, sexual preference, 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.

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.

- A. 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 to the principal.
- B. It is important to document student behavior in the classroom, calls to parents, referrals, and/or communications with a student.
- C. 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."
- D. 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 student and teacher's stories are different. Be prepared to provide documentation.
- E. 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.
- F. 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 Special Education Director with questions regarding the procedure.
- G. 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.
- H. Read and understand the student handbook and the student conduct rules of the District.
- I. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in this school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, one's self, and others.
- J. The school board, administration, faculty and staff believe that the way a person is dressed affects the health and safety of students and affects the learning environment of the school. The way a person is dressed also influences the student's self-concept, which is directly related to student academic achievement. Therefore, we must be concerned with what is worn each day by all students. The principal shall determine what is appropriate attire, and the dress code can be found in the Student Handbook.
- K. Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. A report of such conduct shall be given to the Building Principal so this law may be followed.
- L. Elementary Staff shall be aware of all disciplinary procedures in the Elementary Student Handbook.
- M. Secondary Staff shall be aware of all disciplinary procedures in the Secondary Student Handbook.

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 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. See Board of Education Policy 6910.

Ibuprofen and Acetaminophen will be available in the office for students. Students will only be allowed to take this medication if they have completed the correct form and a parent has been contacted the day the medication is distributed. See Administrative Regulation 6910.1.

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:

- A. Placed in a situation that endangers his or her life or physical or mental health;
- B. Cruelly confined or cruelly punished;
- C. Deprived of necessary food, clothing, shelter, or care;
- D. Left unattended in a motor vehicle if such minor child is six years of age or younger;
- E. Sexually abused; or
- F. 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 obligated to inform the law officials or Child Protective Services of suspected abuse or inform their Principal or supervisor so that they can make a report. 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, teachers 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 the reporting teacher.

Student Teachers

Teachers who qualify are encouraged to accept student teachers from Wayne State College or other nearby colleges; however, to protect students from excess exposure in any one area, a teacher should not expect more than the equivalent of one full time student teacher per year to be assigned to any one staff member.

Attendance at School Sponsored Activities

Faculty members should keep in mind that their support and presence at school-sponsored activities is both desirable and necessary. It is important that the activity sponsors, coaches, and all P-12 faculty members who do not sponsor any activities attend extracurricular programs and activities, which are not directly related to their jobs. All staff members need to demonstrate support for the total educational program, both academic and activity.

Assembly Programs

When attending assembly programs, faculty members should disperse themselves among the students, rather than sitting together, to help maintain discipline within the group.

Scheduling Programs

There are to be no scheduled or unscheduled practice of any activity on Sunday without administrative approval and then they are never mandatory.

No practices or performances by students shall be scheduled on Wednesday evening after 6:30 p.m.

PERSONAL AND PROFESSIONAL CONDUCT

Professional Ethics Standards

The Pender Public School District 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, sexual orientation, marital status, age, national origin, ethnic background, veteran status, pregnancy, childbirth or related medical condition, or other protected status.
- 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.
- K. Is required to report to their supervisor the witnessing of a student in the act of using or showing indication of use or having reasonable cause to believe the student was in possession of or has admitted using an illegal drug or alcoholic beverage.

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.

Evaluations

Evaluations of teachers will be conducted in accordance with the District's evaluation policy and supporting administrative regulations. That Board of Education Policy is number 4150, and the AR's are numbers 4150.1, 4150.1.1, 4150.1.2, 4150.1.3, 4150.1.4, 4150.1.5, 4150.1.6, 4150.1.7, 4150.1.8, and 4150.1.9.

Training for the Evaluation Process: Principals shall attend appropriate training sessions on evaluation when necessary.

Communication the Evaluation Process to the Staff: The administration shall present a general overview of the evaluation process on a yearly basis.

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.

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.

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.

When addressing colleagues in front of or within hearing distance of students use proper titles. Teachers should address students by their first names and require them to address the teacher by last name with the proper title.

Professional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- A. Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- B. Engaging in social-networking friendships with a student on Instagram, Facebook, Twitter, Snapchat, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- C. Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- D. Making any sexual advance – verbal, written, or physical – towards a student.
- E. Showing sexually inappropriate materials or objects to a student.
- F. Discussing with a student sexual topics that are not related to a specific curriculum.
- G. Telling sexual jokes to a student.
- H. Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- I. Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- J. Being overly "touchy" with a specific student.
- K. Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- L. Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- M. Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.

- N. Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- O. Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- P. Going to the student's home when the student's parent or a proper chaperone is not present.
- Q. Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

Professional Attire

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

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.

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.

ACADEMIC MATTERS

Purpose and Goals of Academic Achievement

The Pender Public Schools Board of Education is committed to providing a quality education for all Pender Public Schools 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.

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.

Staff development must be approved through the administration and paid for by the individual unless directed by the administration.

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.

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.

Homework: A reasonable amount of homework should be required of the students, as long as any "new" work is reviewed for understanding during class.

No hard and fast rules concerning homework can be made. Some generally accepted principles should govern the teacher in the assignment of homework.

- A. There should be flexibility and differences in the assignment to individual students. These should stem from real needs and the consideration of the total education background of the individual student.
- B. Homework should serve a definite purpose, to provide drill or practice on a principle or skill already taught; to provide real-life application of the matter in hand; to develop appreciation for or knowledge of community resources; or to develop the personal culture of the student.
- C. Homework should be used as a technique for learning, not as "busy work."
- D. Homework should not be ordinarily assigned as punishment.

- E. Homework should not be used to replace or reduce supervised study, which should take place during school hours. This type of study usually achieves better results than homework.
- F. Homework is more effective if a conference with the parent results in understanding of purpose and ways in which help at home can best be offered.
- G. There should be a cooperative effort on the part of teachers to coordinate homework assignments, so students are not overburdened with excessive quantities of homework.
- H. Each teacher should teach students what to study and how to study.
- I. Homework should be checked by the teacher and mistakes of students indicated for correction with individual comments wherever indicated or possible.

Sensitive Topics: Whenever planning an activity that may involve moral or sexual connotations, teachers should contact the principal well in advance. If the project is approved, the teacher should make plans to send parent notification/permission forms home so they can be received well in advance of the activity. Teachers should be sure to make an alternative activity for those who are not allowed to participate.

Measuring and Reporting Academic Achievement

Recording Grades: Each teacher shall record grades in PowerSchool. 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.

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, each teacher shall develop a variety of 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. **GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

- A. Secondary students shall be graded using the following criteria:
 - 1. Coursework:
 - a. Coursework refers to any formative or summative assessment assigned by the teacher to the student. All coursework must be completed by the student to receive credit for the class.
 - 2. Coursework Types:
 - a. **Practice** assignments are brief. They are done to learn a new skill or to gain initial content knowledge. Examples include student responses on white boards, a valid sampling of math problems, keyboarding exercises, diagramming sentences, and checking and recording resting heart rate. Practice assignments are not generally graded for accuracy (descriptive feedback will be provided in class) and are not a part of the grade. Practice work is at the student's instructional level.
 - b. **Formative** assignments or assessments shall make up **35%** of the overall grade. They are minor in nature and given for the purpose learning. Examples include a three-paragraph essay, written responses to guiding questions over an assigned reading, and completion of a comparison contract matrix. Formative assignments are graded for accuracy and descriptive feedback is provided. Formative work is

- at the student's instructional level and/or grade level standards.
- c. **Summative** assignments or assessments shall make up **65%** of the overall grade. They are major end of learning unit tests or projects. Examples include a research paper, an oral report with a power point, and a science fair project. Summative assignments assess the student's progress on grade level standards.
3. Extra credit will not be given.
 4. Unit of Study
 - a. Units of study are set and determined by the teacher. The time of a unit of study may change throughout the year depending on the subject and topics being taught in any given class. The teachers will communicate the time for each unit of study to the students. It is the responsibility of the student to ask the teacher if they are unclear on the time frame for each unit of study.
 5. Redoing/Revising Coursework:
 - a. Students are allowed to redo and revise assignments at the discretion of the teacher and will occur within the unit of study. Criteria for retakes on formative and summative assessments will be made available to the student and the parent/guardian at the beginning of the semester. All questions on the process should be directed toward the classroom teacher.
 6. Late Coursework:
 - a. Students are expected to complete all coursework by the due date assigned by the teacher. All assignments not turned in by the assigned time will be noted as "missing" and a "0" with an "M" will be noted in the gradebook. Late work is accepted for full credit at the discretion of the teacher and will be completed within the unit of study. Once a late assignment is turned in it will be recorded in the gradebook with an "L" next to the grade.
 7. Missing Coursework:
 - a. Students will complete all missing coursework in a class to receive full credit for that class. All missing coursework will be noted in the gradebook with an "M" and a grade of "0". **Teachers may require a student to stay until work is completed.** Students and parents are responsible for making transportation arrangements if a student is required to stay for extended time. Any student who has work marked as "missing" on Tuesday morning will be required to stay for a Wednesday afternoon detention, 2:30-4:00, to complete missing assignments. Students will only be excused from Wednesday detention with permission of the assigning teacher. If work is not completed to standard during this time the teachers may hold students longer. A warning list will be sent on Mondays to be given during study hall. Failure to comply with a teacher's homework request may result in parent contact, extra time before or after school, or in school suspension.
 8. Grade Scales:
 - a. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal. (BOE Policy 5204)
 - b. **STUDENT EVALUATION SCALE (Secondary):** The grade scales to be used for reporting student progress in grades 7 through 12 are as follows:

98-100	=	A+ 4.0	95-97.99	=	A 4.0	93-94.99	=	A- 4.0
91-92.99	=	B+ 3.7	89-90.99	=	B 3.3	86-88.99	=	B- 3.0
84-85.99	=	C+ 2.7	82-83.99	=	C 2.3	78-81.99	=	C- 2.0
76-77.99	=	D+ 1.7	73-75.99	=	D 1.3	70-72.99	=	D- 1.0

- c. Class rank will be determined by “weighting” Advanced Math, Calculus, Chemistry, College Prep English, Physics, & Spanish IV by adding 7 percentage points after the grade average is figured. 3.5 percentage points each semester after the grade average is figured.
 - d. Incompletes will be given when a student’s work for a semester or quarter is not complete. Unfinished work causing the incomplete must be finished within two weeks of the time the incomplete is reported or it will become a failing grade.
 - e. If a student has excess absences, that student will be short credits in accordance with the current policy. “Conditional” grades will be eliminated. If a person cannot pass after a two-week “incomplete” period, that student will fail.
 - f. Two failures after two-week period will make a student ineligible for interscholastic activities. Teachers and coaches will be available for academic counseling for any failing student. Teachers will inform each student on Monday if he/she is failing. If a student has three or more failures after two weeks, he/she will be sent home to study and will not be allowed to practice.
- B. Elementary students shall be graded using a Standards Based Grading and Reporting (SGB&R) approach. The following criteria shall be implemented and utilized.
- 1. Within each content area, teachers will assess student knowledge and assign one of the proficiency ratings below to each graded standard. Each content area has several graded standards based on standards dictated by the Nebraska Department of Education. The proficiency rating assigned will be based on student performance over the course of the grading period on practice work, formative assessment, and summative assessment. Emphasis will be placed on the most consistent level of work and knowledge as well as the most recent level of work and knowledge. Life skills and student conduct are separately graded for each student.
 - 2. STUDENT EVALUATION SCALE (Elementary): The elementary (K-6 grade) students grading scale for all content areas is as follows:
 - 4 - Exceeds - Independently performs above grade-level expectations
 - 3 - Meets - Demonstrates grade-level skills, little or no support needed
 - 2 - Progressing - Skills are developing, some support needed
 - 1 - Beginning - Skills are limited, frequent support needed
 - 3. Students in grades 4-6 receiving only 3’s and 4’s will receive **honor roll** recognition.

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 a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

Reduced Credit: Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent (seven days a semester) from a class for any particular reason, the student may lose credit. This may be appealed to the principal who will refer it to the credit appeal committee.

Transfer Grades: A student transferring into Pender Public 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.

Weekly Reports: Student grades should be exported weekly to assist in eligibility lists. The Building Principal will establish the day of the week for which grades are to be reported. Mid-terms will be sent home after the 4th week of each quarter. If a student is failing a class, a comment should be included with the export of the grades.

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, second quarter, first semester, third quarter, fourth 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 end of second quarter represents an evaluation of work done during that quarter. 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. Teachers should encourage parents to discuss their student-centered problems with the teacher and give them all possible assistance.

If a student's grade drops drastically following a report card or the mid-term report, the teacher should contact the parent or guardian. This should be by phone and a progress report. Positive

reports are highly encouraged and should be sent to anyone on the outstanding list. Parents need communication from the school.

Mid-Quarter Progress Reports to Parents: Mid-quarter progress reports are prepared at or near the middle of the fourth and the thirteenth weeks of each semester. These reports will be mailed to all parents.

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 once each semester during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences by obtaining written permission from the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school year is as follows and will be listed on the school calendar:

October 21, 2020 from 3:00 p.m. to 9:00 p.m.

March 9, 2021 from 3:00 p.m. to 9:00 p.m.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books which include all student assignments, work or tests completed within five (5) days of the date of the Parent-Teacher conference.

Class Field Trips

Field trips shall be planned as a part of the classroom activity in all grades as needed. The Building Principal MUST approve field trips requests in writing. The request form must be filed in the office, which will include destination, transportation, date and time of departure and return. The following list of guidelines should be adhered to:

- A. All trips and excursions shall have sufficient sponsors approved by a school administrator. A guideline would be one adult for every twenty students.
- B. It is recommended that actions taken on field trips reflect the character of the school.
- C. When possible, all field trips shall be by school bus.
- D. No field trips will be approved after May 1st of each year.
- E. Only approved licensed drivers are permitted to transport students in school van or bus.

USE OF SCHOOL FACILITIES AND EQUIPMENT

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 levels 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.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. 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.

Drug Free Student Policy:

- A. The use or possession of any type of alcoholic beverage on the school premises or by any group under the supervision of a sponsor at any activity or on any activity trip is forbidden.
- B. When it has been observed that students at school or at an activity under school sponsorship have possession or have indulged in the use of any alcohol, drugs or smoking, they shall immediately be suspended from school until a proper hearing or conference can be scheduled with the parents. Procedures outlined by LB 405 will be followed in all student suspensions.
- C. Students observed using or in possession of any controlled substance shall be suspended from school following the provisions of LB 405 and such use shall be reported to the proper local authorities.
- D. All staff members are expected to be alert for the detection of alcoholic or controlled substances in student hands.

Smoke and Tobacco-Free Workplace

The use of tobacco products in the District's buildings, all owned or leased facilities, and vehicles is prohibited. Electronic nicotine delivery systems are also prohibited.

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 is 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:

- A. 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;
- B. The frame or receiver of any object described in the preceding example;
- C. Any firearm muffler or silencer;
- D. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- E. Any bludgeon, sand club, metal knuckles, or throwing star;
- F. 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;
- G. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- H. The term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a staff member desires to carry or possess a personal safety or security device, the staff member must obtain prior approval from the building principal before bringing such device on school grounds. If a staff member obtains prior approval from the building principal, the staff member must store the device during the school day in a secure location designated by the building principal. A staff member shall not carry the personal safety or security device during the school day.
- I. 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.
- J. Any other objects 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.

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.

In using the computers and the Internet, teachers are agreeing to the following:

- A. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
- B. If a teacher downloads public domain programs for personal use or non-commercially

redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.

- C. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers 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. Further, teachers are prohibited from placing such information on the Internet.
- D. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
- E. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
- F. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
- G. Teachers will not attempt to login to the system as a system administrator.
- H. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
- I. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
- J. Teachers will not use the network for financial gain or for any commercial or illegal activity.
- K. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
- L. 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 on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
- M. The Internet will be supplied for teachers to use on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free.
- N. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
- O. The District reserves the right to refuse posting of files, and to remove files.
- P. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
- Q. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
- R. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection

measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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 teacher's Internet account and computer privileges, reprimand, suspension, or termination.

Use of School Facilities

Teachers will be issued keys and/or key fobs to the school. Teachers are expected to not lose their keys or key fobs and to not allow others to have access to or to use their keys. If keys are lost, the teacher will be required to pay the cost of replacing the door locks. If key fobs are lost, the employee will be required to pay \$10.

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.

Use of the Copy Machine: Only student aides are to use copy machines for individual teachers.

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, it should be reported to the Building Principal. If a teacher learns that a student has damaged school property or equipment, or if a teacher is responsible for damage to school property, it should be promptly reported to the Building Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

Teachers are responsible for the general appearance of their rooms. Teachers are asked to please pick up papers that are left on the floor. Staff members are encouraged to decorate bulletin boards with educational material.

Use of Telephone

Personal telephone calls shall not be made during duty time except in the event of an emergency. Long distance calls on school telephones must be made from the office. Teachers need to promptly log long distance calls and be responsible for any charges, which are for personal use. Class will not be interrupted due to phone calls from teachers and/or students except in an emergency.

Students are not to use the phones located in the rooms for personal use. Students have access to the phone on first floor during their lunch break.

Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the Building 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.

Students wishing to have visitors need to check with the Building Principal and sign in the office upon arrival. Visits are recommended to be only for one day.

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 teachers 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.

Security of Desks, Lockers, Etc.

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 to 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 non-investigatory 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.

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. The Superintendent may use video cameras in locations as deemed appropriate. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms. Video recordings are considered student educational records and may be subject to FERPA guidelines.

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.

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.

Daily Bulletin

A daily bulletin will be made available to teachers on PowerSchool and will be read during 1st period using the PA system in the secondary classrooms. Teacher and calendar information will also be included in this document. Announcements should be handed in to the district office by 4:00 p.m. for the next day's bulletin.

Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, 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:

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

- C. The amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- D. 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.” Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

See Board Policy 6020 for further copyright and fair use information.

Lost and Found

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

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 Building 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 administration serves on the committee. Teachers who have a desire to serve on the committee should contact the Superintendent. 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:

- A. Teachers should 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.
- B. Teachers should always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- C. Teachers should wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- D. Teachers should be aware of his/her surroundings, pick up clutter, and keep his/her work area or room clean and free of clutter, debris, etc.
- E. Teachers should identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.) and follow up if not repaired.
- F. Teachers should not use equipment if not familiar with it or operate machinery without proper training.
- G. Teachers should not carry heavy or bulky objects. A cart, dolly, or assistance should be sought. It is also important to know how to properly lift.
- H. Teachers should report significant injuries or medical problems to his/her supervisor immediately and complete the employee accident report. Significant injuries are ones that involve a blow to the head or require treatment beyond a Band-Aid or ice pack.

- I. Teachers should wear seatbelts when in vehicles where provided.
- J. Teachers should not do repetitive tasks for long periods of time (i.e., keyboarding, cutting things out, filing, typing, etc.). Teachers are encouraged to 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 Building Principal.

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, must be reported to the Building Principal immediately. In the event the injury involves a student, the teacher responsible for the student as either 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.

Fire Drills: At the sound of the fire alarm all personnel should leave the building as orderly and as rapidly as possible without stopping for coats or any other property. Pupils should go directly to the area designated for their particular class. Instructors will take roll and report all absenteeism to the principal. As soon as the bells sound (not before) re-enter the building and return promptly to work.

Pupils are to pass from the following rooms in the manner indicated. In the event of an exit block, use the next nearest exit. **Move as far from the building as possible so as to not interfere with firemen in case of an actual fire.**

First Floor:

- A. Secondary Offices move right out the north main building door
- B. Art Room—southwest door of the main building
- C. Vocational Agriculture—east door—move south close to the street.
- D. Cafeteria—Use the southwest door of the main building
- E. Vocal Music—out south double doors by Ag room
- F. Instrumental Music—South fire escape door
- G. Strength Training—out northeast gym exit door and move south
- H. Science—Exit Fire Escape Doors and move south
- I. Elementary gym—Hallway—South

J. New gym—West Door—North

Second Floor: Classrooms (201 & 202) east of the center stairs go down the east stairway in two single files and out the south door of the hallway to the elementary gym. Classrooms west of the center stairs (206) go down the center stairs single file, using the outside of the stairway and out the southwest doors of the main building. Rooms (207 & 208) and south rooms (203 & 206) take the fire escape and move south across the street.

Third Floor: Classrooms east of the center stairs (distance learning (303), Room 301, Room 302, Room 304) go down the east stairway in two single files and out the south hall door of the hallway to the elementary gym. Classrooms west of the center stairs, Room 306, go down the center stairs single file, using the outside of the stairway and out the southwest door of the main building. Room 308, 309, & the library should exit the fire escape on the south side. All students and staff should move south across the street.

Tornado Drills: An intercom announcement will be given, not the regular buzzer used for the fire alarms.

The following directions should be followed after the alarm has been given:

- Students in Grades P-3 move to the Junior High Girls' Locker Room. Enter the Old Gym through the door on the north side between Rooms 170 and 171.
- Students in Grades 4-6 move to the Junior High Boys' Locker Room. Enter the Old Gym through the either vomitory entrance on the west side.
- Students in Grades 7-12 move to the Band Storage Room. Students should use the hallways to enter and should stay out of the Old Gym.
- In the event that there is not enough room for students in those three spaces, the old boiler room next to the Junior High Boys' Locker Room should be used. If a group of students move to the aforementioned space, administration will be immediately notified.

Whenever possible, students should crouch on their elbows and knees with their hands over the back of their heads or sit curled up with their back to the wall and cover their head with a book. Stay away from doors and windows. If a school bus is caught out in the open when a tornado is approaching, the bus will pull over and students will drop in the aisles or under the seats for protection.

Teacher Parking

Staff members are allowed to park anywhere on school grounds. Students will be allowed to park in lots #1 and #2 (north of the school building). Students will enter these lots from Whitney Street and exit through the alley. Lot #3 (far north lot) is designated for activity and event parking only and should not be used for normal school day purposes. Lot #4 (south of the school) is designated for district transportation and school personnel only. Students involved in morning activities, practices, or rehearsals may also park on the east or south sides of the building but may be asked to move their vehicle during the school day if needed. Students are not allowed to park on the north or west side of the building.

Use of School Vehicles

- A. Students are not to be transported in school vehicles unless the driver has an appropriate license.
- B. Staff members who drive activity vans must check the operating fluids. Sponsors must help keep the vans and busses clean by requiring students to keep trash in appropriate containers. Activity drivers may also need to sweep out a vehicle.
- C. The Activities Director or designee will assign activity trip vehicles.
- D. The capacity for the modified 12-passenger vans is ten passengers plus one driver.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record, which reflects the absence of any of the following offenses or circumstances:

- A. Motor vehicle homicide;
- B. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- C. Reckless driving or willful reckless, within the immediate prior 20 years; or
- D. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- A. Motor vehicle homicide;
- B. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- C. Reckless driving or willful reckless, within the immediate prior 10 years; or
- D. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation. See Board of Education Policy 3410.

STATE AND FEDERAL PROGRAMS

Notice of Nondiscrimination (See Board Policies 4003 and 5401)

The Pender Public School does not discriminate on the basis of sex, sexual orientation, disability, race, color, religion, veteran status, national or ethnic origin, marital status, age, pregnancy, childbirth or related medical condition, or other protected status 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 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
601 East 12th Street
Room 353
Kansas City, MO 64106
800-368-1019
FAX: 816-823-1404
TDD: 800-537-7697

The U.S. Equal Employment Opportunity Commission (EEOC)
1801 L Street, N.W.
Washington, D.C. 20507
(800) 669-4000; TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix C to this handbook.

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: Pender Public School 609 Whitney, Pender, NE 68047, 402-385-3244.

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	Secondary Principal

Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

Anti-discrimination & Harassment Policy (See Board Policies 4003 and 5401)

Elimination of Discrimination: The Pender Public School 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: Pender Public School 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 Pender Public School 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.

- A. 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.
- B. 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.
- C. 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:
 - 1. 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;
 - 2. 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;
 - 3. 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, class room or educational environment.
4. 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 a student feels immediate help is needed for any reason, the complaint should be reported to the Superintendent of Pender 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.

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

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.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to educational interest; which means records needed to effectively provide the function or service for which they are responsible.

School officials may have access only to those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

Disclosure of Student Information to Military Recruiters and Colleges (See Board Policy 1080)

A school directory will be used and distributed only by authorization of the Principal or Superintendent. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory may consist of (1) student name, (2) address, (3) grade in school, (4) name of parents or guardian, and (5) date of birth. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the Principal's responsibility to delete those names.

Disclosure of Staff Qualifications

The District shall give 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:

- A. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- B. Whether the teacher is teaching under an emergency or provisional teaching certificate.
- C. 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.
- D. 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 certification requirements.

Student Privacy Protection (See Board Policy 5421)

The District shall make every effort 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 and related Board policy, as follows:

- A. 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;
- B. 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:
 1. Political affiliations or beliefs of the student or the student's parent;
 2. Mental or psychological problems of the student or the student's parent;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating or demeaning behavior;
 5. Critical appraisals of other individuals with whom the student has close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 7. Religious practices, affiliations, or beliefs of the students or the student's parent;
 8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. 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 a teacher receives such a request, the parent should be directed to the Building Principal and the teacher should also inform the Building Principal about the request to get instructions.
- D. 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.

Parental and Family Involvement (See Board Policies 6400)

General - Parental/Community Involvement in Schools: The District's policy is to welcome parental and family involvement in the education of their children. As a part of this policy, employees are expected to:

- A. Provide parents and family members 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 and family member contacts where warranted by the student's academic and behavioral needs;
- B. Make textbooks, completed tests and other curriculum materials available for review by parents and family members upon request;
- C. Permit parents and family members access to their child's records according to law and school policy;
- D. Encourage parents and family members to attend courses, assemblies, counseling

sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent and family member attendance be educationally appropriate and not disruptive to the educational program;

- E. Assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
- F. Permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
- G. Notify parents and family members of student surveys in accordance with district policy, obtain parental and family member permission for surveys where required by District policy or law, and allow parents and family members to opt-out of such surveys in accordance with District policy and law; and
- H. Encourage parents and family members to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement (See Board Policy 6410): The District has a separate policy established pursuant to the Every Student Succeeds Act relating to parental and family member involvement applicable to parents and family members of children enrolled in Title I programs. The policy requires that parents and family members 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 and family members play an integral role in assisting their child's learning; (B) that parents and family members are encouraged to be actively involved in their child's education at school; (C) that parents and family members 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 and family involvement policy. Employees are expected to comply with the Title I parental and family involvement policy.

Homeless Students (See Board Policy 5418)

The Every Student Succeeds Act 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.

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.

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.

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

- OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.
- Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:
- No more than**
- 3 hours on a school day or 18 hours in a school week;
 - 8 hours on a non-school day or 40 hours in a non-school week.
- Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.
- ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.
- Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
 - Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
 - Some state laws provide greater employee protections; employers must comply with both.
 - The law requires employers to display this poster where employees can readily see it.
 - Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
 - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

Your Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over

the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

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:

If you have access to the Internet visit our FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage-Hour Office, telephone our Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243); a customer service representative is available to assist you with referral information from 8am to 5pm **in your time zone**; or log onto our Home Page at <http://www.wagehour.dol.gov>.

 U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1420
Revised August 2001

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



YOUR RIGHTS UNDER USERRA

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- \$ you ensure that your employer receives advance written or verbal notice of your service;
- \$ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- \$ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- \$ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- \$ are a past or present member of the uniformed service;
- \$ have applied for membership in the uniformed service; or
- \$ are obligated to serve in the uniformed service;

then an employer may not deny you:

- \$ initial employment;
- \$ reemployment;
- \$ retention in employment;
- \$ promotion; or
- \$ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- \$ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- \$ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- \$ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- \$ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.
- \$ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- \$ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of Labor
1-866-487-2365



U.S. Department of Justice



Office of Special Counsel



1-800-336-4590

Publication Date—October 2008

NOTICE

Military Family Leave

On January 28, President Bush signed into law the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new leave rights related to military service:

- (1) New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.

- (2) New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm.



Appendix F
Addendum to Pender Public Schools
Employee Handbooks
(January 16, 2009)

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA.

The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District's existing employee handbooks.

Employee Rights and Responsibilities under the 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:

- a. For incapacity due to pregnancy, prenatal medical care or child birth;
- b. To care for the employee's child after birth, or placement for adoption or foster care;
- c. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- d. For a serious health condition that makes the employee unable to perform his/her 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, a teacher's health coverage under a "group health plan" will be maintained

on the same terms as if the teacher 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.

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

Eligibility Requirements

Teachers are eligible for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Pender Public Schools within 75 miles of the teacher's work location after 12 months of consecutive employment with PPS.

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 the teacher from performing the functions of the 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

Teachers 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. Teachers 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

Teachers may choose or Pender Public Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, teachers must comply with the District's normal paid leave policies.

Employee Responsibilities

Teachers 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 teachers 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. Teachers also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Teachers 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 refer to the 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

www.dol.gov/whdl

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Jason Dolliver at (402) 385-3244.

**RECEIPT OF 2020-2021 TEACHER HANDBOOK
OF PENDER PUBLIC SCHOOL**

This signed receipt acknowledges receipt of the 2017-2018. Teacher Handbook of Pender Public School. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

This will also serve as verification that I have a valid driver's license from the state of _____ . My driver's license number is _____ .

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record that reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation. See Board of Education Policy 3410 for more information.

Signature _____ Please return this form to the District Office.

PENDER PUBLIC SCHOOL



Classified Employee Handbook



2020-2021

**2020-2021
CLASSIFIED EMPLOYEE HANDBOOK
PENDER PUBLIC SCHOOL
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Pender Public Schools Classified Employee Handbook 2020-2021 School Year FOREWORD

Section 1 Intent of Handbook

Welcome to Pender Public Schools. This handbook is intended to be used by classified employees to provide general information about Pender Public 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 who are 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 employment, including the employment agreement 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 a work agreement 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 decide 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 2020-2021 and subsequent school years unless replaced by a later edition.

Section 2 Information About Pender Public Schools

School System Demographics: The Pender school system consists of one building site located in Pender.

Accreditation: The Nebraska Department of Education has accredited Pender Public Schools since 1917. During the 2014-2015 school year, the district attained AdvancED accreditation. Pender is classified as a D-1 high school by the Nebraska School Activities Association and is a member of the East Husker Conference from which competitive events are provided for students. Other East Husker Conference schools include Oakland-Craig, Tekamah-Herman, North Bend Central, Lyons-Decatur Northeast, Logan View, Scribner-Snyder, Stanton, Wisner-Pilger, West Point, Clarkson-Leigh, Howells-Dodge, Twin River, Humphrey-Lindsay Holy Family, Madison, and Bancroft-Rosalie.

The school district increased in size as a result of LB126 which resulted in reorganization with Cuming County District #82. The district is now approximately 153 square miles in area, almost all of which is in Thurston County. The district contracts with Nebraska School Bus, Inc. to pick up and deliver students daily to rural areas. The bus company also provides transportation for activities and special education needs.

Staff: 2020-2021

- 36 Certified Teachers
- 1 School Counselor
- 1 Secondary Principal
- 1 Elementary Principal/Special Education Director
- 1 Superintendent
- 1 Technology Director
- 1 School Nurse
- 1 Sign Language Interpreter
- 13 Paraprofessionals
- 2 Secretaries
- 1 Bookkeeper/Administrative Assistant
- 1 Maintenance Supervisor
- 2 Custodial
- 1 Transportation Maintenance/Custodian
- 2 Route/Activity Bus Drivers
- 5 Activity Drivers
- 3 Food Service Personnel

- 73 **Total Employees on Staff**

- ESU #1 provides Speech, Occupational & Physical Therapist, Psychologist, Deaf, Visually Impaired, Audiologist, Early Childhood special education services
- School nurse is contracted by the District for 81 days per year

Section 3 School Mission/Governing Beliefs/Essential Education Statements

School Slogan: It's a Great Day to be a Pendragon!

School Mission: The mission of the Pender Public Schools District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges

all students to become productive and responsible citizens.

Governing Beliefs:

- We believe communication is necessary in providing a quality education.
- We believe that a quality education is a joint commitment and responsibility of the entire community.
- We believe that our school system should provide the educational opportunities to meet the individual needs of all students.
- We believe the learning environment should be safe, supportive, positive and dignified.
- We believe in providing the learning environment and technology to motivate and challenge the student to be the best he/she can be.
- We believe in recognizing the diversity of students, their backgrounds and families.
- We believe in creating an educational environment in which students learn to take responsibility for their own actions.
- We believe that our school system should hire, maintain and retain the best-qualified staff possible.

Essential Education: Pender Public Schools is committed to providing its students with equitable opportunities for an essential education in an efficient manner. An essential education is one that enables students to reach the following outcomes:

- Proficient in meeting the State’s academic content standards and essential learning and such additional standards as are established by the Board of Education
- Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- Effective in functioning in and contributing to our culturally diverse democratic society

The District seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learning in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students;
 - Addresses diverse learning needs;

- Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
 - Develops expected work ethics, as well as group participation and leadership skills;
 - Incorporates character education and multicultural education, including respect for diversity;
 - Provides for application of technology in all learning areas;
 - Provides access to advanced courses; and
 - Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment which includes:
 - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Section 4 Members of the Board of Education

Name	Office
Matt Peters	President
Matt Heineman	Vice President
Jason Roth	Secretary/Treasurer
Jean Karlen	Member
JJ Maise	Member
Mandy Johnson	Member

Section 5 Pender Public Schools Staff

Administration

Name	Position
Jason Dolliver	Superintendent
Kelly Ballinger	Elementary Principal Special Education Director
Eric Miller	Secondary Principal

Certified Staff

Name	Department	Grades
Amy Bargholz	Elementary	Kindergarten
Anthony Ferg	Business/Technology/SS Activities Director	7-12
Ashley Bessmer	Elementary	1
Audra Miller	Reading Interventionist	K-6
Brandi Kolbeck	Vocal Music	K-12
Bri Carda	Social Studies	7-12
Brianna Gaer	Elementary	3
Brittany Wolfgram	Elementary	1
Clay Haymart	Language Arts	7-12
Cody Volk	Social Studies	7-12
Dennis Oliver	Physical Education	K-12
Dustin Krusemark	Art	K-12
Emily Cameron	Language Arts	7-12
Jennifer Davis	Technology Director	P-12

Kari Athey	Science	5-12
Katie Meier	Science	7-12
Kayla Brewer	SPED	Pendragon Academy
Kelly Schrunk	Elementary	4-6 Social Studies, 4 th Grade
Kira Swinton	SPED	K-3
Lanette VonSeggern	Mathematics	7-12
Leah Clark	School Psychologist	P-12
Liz Hoffman	Elementary	3
Luke Hoffman	Elementary	4-6 Math, 5 th Grade
Maggie Fillipi	Elementary	Preschool
Margarita Flores	Foreign Language (Spanish)	4-12
Matt Dregalla	Instrumental Music	5-12
Megan Nixon	Elementary	4-6 Writing, 4 th Grade
Mitchell Mailloux	Elementary	2
Molly Burmester	Elementary	4-6 Reading, 6 th Grade
Paige Hegge	SPED	4-6
Rhonda Heise	Media Specialist	K-12
Rusty Bartlett	Ag Ed Instructor	7-12
Sean King	Mathematics	7-12
Shauna Kinning	Elementary	Kindergarten
Sheila Dahlman	Elementary	2
Tami Nelson	SPED	7-12
Tara English	Elementary	4-6 Science, 5 th Grade
Tara Miller	Elementary	4-6 Reading, 6 th Grade

Classified Staff

Name	Building	Position
Andrea Hansen	Pender	District Secretary
Betty Roberts	Pender	Paraprofessional
Carol Peters	Pender	Food Service
Cathy Duncan	Pender	Paraprofessional
Chris Meyer	Pender	Food Service
Deanna Hansen	Pender	Bookkeeper / Admin Assistant
Dennis Frese	Pender	Bus Driver
Doug Schrieber	Pender	Custodian
Janet Schopke	Pender	Paraprofessional
Jessica Brichacek	Pender	Paraprofessional
Jody Davis	Pender	Paraprofessional
Judy Giese	Pender	Paraprofessional
Kim Hofmeister	Pender	Paraprofessional
Leslie Timm	Pender	Nurse
Lindi Hathaway	Pender	Paraprofessional
Lisa Johnson	Pender	District Secretary
Nadine Randall	Pender	Bus Driver
Pam Buchholz	Pender	Food Service Manager
Rebecca Zweep	Pender	Paraprofessional
Richelle Webster	Pender	Paraprofessional
Ryan Cameron	Pender	Custodian
Sally Hansen	Pender	Paraprofessional
Scott Pfeiffer	Pender	Transportation Maintenance
Tab Albus	Pender	Paraprofessional
Tony Crippen	Pender	Maintenance

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 – School Calendar – 2020-2021

Pender Public Schools 2020-2021 School Calendar						
AUGUST 2020						
S M T W TH F S	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			
SEPTEMBER 2020	S M T W TH F S	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 2020	S M T W TH F S	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		
NOVEMBER 2020	S M T W TH F S	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 2020	S M T W TH F S	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		
JANUARY 2021	S M T W TH F S	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		
FEBRUARY 2021	S M T W TH F S	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 2021	S M T W TH F S	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		
APRIL 2021	S M T W TH F S	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 2021	S M T W TH F S	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		
DATES	DESCRIPTION					
August 10	FB/VBC/GG/SB Practice Begins					
17, 18, 19	Teacher Inservice					
18	Open House 6-8 p.m.					
20	First Day - K-12 Students					
	Dismiss @ 1: no preschool					
24	First Day - Preschool					
September 7	No School - Labor Day					
12	Homecoming					
9, 16, 23, 30	Dismiss @ 2:30 pm; tchr inservice					
October 7, 14, 28	Dismiss @ 2:30 pm; tchr inservice					
16	End of Quarter; 41 days					
21	Parent/Teacher Conf; 3-9 pm					
21	Dismiss @ 2:30 pm					
23	No school (Comp Day)					
November 4, 11, 18	Dismiss @ 2:30 pm; tchr inservice					
25	Dismiss @ 1:00 pm					
26-29	Thanksgiving Break					
December 2, 9, 16	Dismiss @ 2:30 pm; tchr inservice					
22	3rd Quarter Ends - 44 days; Dismiss @ 1:00 pm					
23-27	NSAA Moratorium - No Practice					
Dec 23-25, 28-31 & Jan 1	Winter Break					
January 4	No School - Teacher Inservice					
5	School Resumes					
13, 20, 27	Dismiss @ 2:30 pm; tchr inservice					
February 3, 10, 24	Dismiss @ 2:30 pm; tchr inservice					
19	No School					
March 3, 10, 17, 24, 31	Dismiss @ 2:30 pm; tchr inservice					
4	3rd Quarter Ends - 42 days					
5	No School					
9	Parent/Teacher Conf; 3-9 pm					
12	No School (Comp Day)					
April 7, 14, 21, 28	Dismiss @ 2:30 pm; tchr inservice					
2	Spring Break					
4	Easter					
5	Spring Break					
17	Prom					
May 5, 12	Dismiss @ 2:30 pm; tchr inservice					
9	Graduation					
21	Last day for students; Dismiss @ Noon					
21	End of 4th Quarter - 52 Days					
21	Last day for staff					
24, 25, 26, 27	Snow make up days					
<p>85 Days 1st Semester</p> <p>94 Days 2nd Semester</p> <p>179 Days Total Student Days</p> <p>185 Days Teacher Contract Days</p>						
<p> = No School</p>						
<p> = Early Dismissal</p>						
<p> = Weighted Leave</p> <p>Weighted Leave also applies on all teacher inservice days and on days when PT conferences are conducted</p>						
Approved by Board of Education - March 9, 2020 - Calendar subject to change						

Section 2 Daily Schedule

Regular Schedule

8:07	First Bell
8:15-9:05	1 st Period
9:08-9:58	2 nd Period
10:01-10:51	3 rd Period
10:54-11:44	4 th Period
11:47-12:14	5 th Period—First Lunch
12:37-1:04	5 th Period—Second Lunch
1:07-1:57	6 th Period
2:00-2:50	7 th Period
2:53-3:43	8 th Period

Section 3 Shortened Schedules

10:00 Start

9:52	First Bell
10:00 - 10:37	1st Period
10:40 - 11:17	2nd Period
11:20 - 11:57	3rd Period
12:00 - 12:27	5th Period--1st Lunch
12:36 - 1:03	5th Period-2nd Lunch
1:06 - 1:43	4th Period
1:46 - 2:23	6th Period
2:26 - 3:03	7th Period
3:06 - 3:43	8th Period

1:00 Dismissal

8:07	First Bell
8:15-8:45	1 st Period
8:48-9:18	2 nd Period
9:21-9:51	3 rd Period
9:54-10:24	4 th Period
10:27-10:57	6 th Period
11:00-11:27	7 th Period
11:29-11:56	8 th Period
11:59-12:28	5th Period—1st
12:31-1:00	5th Period—2nd

Section 3 Continued – Shortened Schedule

2:00 Dismissal

8:07	First Bell
8:15 – 8:52	1st Period
8:55—9:32	2nd Period
9:35—10:12	3rd Period
10:15—10:52	4th Period
10:55—11:32	6th Period
11:35—12:02	5th Period-First Lunch
12:17—12:40	5th Period--Second
12:43-1:20	7th Period
1:23-2:00	8th Period

2:30 Dismissal

8:07	First Bell
8:15 – 8:55	1st Period
8:58 – 9:38	2nd Period
9:41 – 10:21	3rd Period
10:24 – 11:04	4th Period
11:07 – 11:47	6th Period
11:50 – 12:17	5th Period-First Lunch
12:32 – 12:59	5th Period--Second
1:02 – 1:42	7th Period
1:45 – 2:25	8th Period

Section 4 Severe Weather and School Cancellations

The Superintendent of Schools is authorized by the Board of Education to close the school in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations and will be posted on the school website and student management software site. Staff will be contacted through the Blackboard Connect Notification System. Staff can sign up for this notification system in the office. This system allows staff members to receive notifications by email, telephone or text message.

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. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. 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 news media and Aptegey messages when school will be closed. In some instances, school will be open, but certain services may be cancelled (bus transportation, student activities). Some staff may be designated as being required to come to school even in the event of a school closing. All activities, practices, and use of school facility will be cancelled.

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 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 and Aptegey messages. 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.

Emergency Conditions. Pender Public School 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 discourage parents from picking up students during a tornado warning. In the event of an emergency exit alert or tornado warning, staff should implement the school plan.

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Section 1 Employment

Employment occurs when the employee signs the Work Agreement and the Board of Education approves such work agreement for employment.

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

Section 2 Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the Superintendent. Job descriptions, where available, provide additional information about the positions duties.

An employee will be expected to devote full time during days of school to the employee's position and to diligently and faithfully perform the assigned duties to the best of the employee's ability. Regular, dependable attendance is an essential function of the Employee's position.

Section 3 Personnel File

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify the Superintendent's office of any changes in contact information (address/telephone). Social Security cards will be copied for I-9 reports. Employees may contact the Administrative Assistant to request a review of their personnel file. No personnel files may be removed from the administrative office.

Section 4 Grievances and Complaints

Employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy (Board Policy 1025, Administrative Regulations 1025.1, and 1025.2).

Section 5 Compensation

Compensation. Compensation is paid only as authorized by the Board of Education.

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on the 20th of the month, or the last preceding school

day, if the 20th falls on a holiday or weekend day. Upon separation of an employee's employment or upon fulfillment of the work agreement, the employee may, at the option of the Superintendent, be paid all wages due in one lump sum. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 6 Benefits

Classified employees are provided the following benefits:

12-month Employees: 1) Holiday Pay - Labor Day, Thanksgiving, Christmas, New Years, Easter, Memorial Day, Independence Day; 2) \$750 per month for first year; \$860 beginning second year; \$1,070 third year; \$1,175 beginning fourth year and beyond to be used for health/dental premium and/or taken as a cash option; 3) Retirement - based on 20 or more hours worked per week;

9-month Employees: 1) Holiday Pay - Labor Day, Thanksgiving, Christmas, New Years, Easter; 2) \$742.13 per month if benefit is used for health/dental premium through the district or an outside source (proof of insurance must be provided to district); or \$375.00 per month if taken as a cash option with proof of insurance and signed waiver; 3) Retirement - based on 20 or more hours worked per week.

Employees shall make annual fringe 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 Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights will be provided or will be made available upon request from the Superintendent's office.

The Health Insurance Portability and Accountability Act (HIPAA) provides 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 a right to purchase individual coverage if no group health plan coverage available, and COBRA or other continuation coverage is not available. Further information may be obtained from the Plan Administrator of the group health plan.

Section 7 Payroll and Payroll Deductions

Wages/salary and benefits are paid in accordance with the individual employment work agreements. Payroll deductions shall be made in accordance with law.

Section 8 Expense Reimbursement

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours. Claims for reimbursement should be submitted to the Administrative Assistant. The allowable rate shall be governed by Board policy, unless otherwise required by law. A school vehicle, if available, will be used instead of reimbursing mileage for traveling to workshops. 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 relates to an activity, by the Activities 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 9 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 "A" to 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 workweek 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 Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek 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 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. 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 1½ times the number of hours worked in excess of 40

hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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 affecting 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 affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Article 3 –ATTENDANCE AND LEAVES

Section 1 Attendance

Pender Public Schools depends on each employee to be reliable and punctual in reporting for scheduled work in order to provide the educational program safely and efficiently. Regular, dependable attendance at work is an essential function of each classified employee's employment position.

Employees are to be absent from scheduled work only to the extent reasonably unavoidable. Appointments are to be scheduled for non-work hours whenever possible.

Leaves are to be used for the purpose intended. Abuse of leave privileges will not be tolerated. Such abuse may result in disciplinary action, up to and including termination of employment.

Section 2 Reporting Absences and Making Leave Requests

Employees are to use AptaFund for notification and approval procedures for all absences. It is important to give as much notice of the need to take a leave as possible.

- A. Requesting Use of Leave Days. An employee who wants to use available leave days is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more notice be given depending on the nature of the employee's duties or the need to schedule a substitute. Leave requests should be made as soon as practicable under the circumstances.

- B. Giving Notice of Unscheduled Absences.
An employee who is unable to request prior advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. Use the following reporting system:

Elementary, Secondary & SPED contact: Lisa Johnson at 402-922-1441.

As soon as possible, however, at least before the start of the school day on the first day of the absence, and on each subsequent day of absence, the employee is to report to the above contact person whether the employee will be able to return to work on the next duty day.

Section 3 Returning from Absences

- A. Justification for Absences Taken Without Prior Approval. If an employee is absent without prior approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.

- B. Establishing Fitness for Duty. When an employee is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to personal illness, the employee must present a written statement from their physician or health care provider to the employee's supervisor stating that the employee is physically able to return to duty. This statement is to be presented in person before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The school district will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

Section 4 Paid Time Off, Sick, Additional Limited Bereavement, and Summer Paid Time Off Leave

Paid leaves are available under a Paid Time Off (PTO) program. PTO incorporates sick, personal, emergency, holiday, and bereavement leave into one program. PTO leave is available when the following specific conditions are met: (1) the Employee is currently employed by the District, and (2) the PTO leave day is taken on a day the Employee would otherwise be expected to be at work.

Paid Time Off (PTO) will be available from a total of 8 days per contract year. PTO can be used at such times as the Employee chooses. With the exception of Additional Limited Bereavement Leave (as described below), all 8 PTO days will be used before any leave can be used from the individual's available sick leave accumulation.

PTO may be used during the first 5 student contact days of the school year, last 5 student contact days of the school year, the day immediately preceding or immediately following the winter break, inservice times, or Parent/Teacher Conferences with written Administrative approval; however, it is strongly discouraged. If leave during these times is granted, employee will be charged according to the "Weighted Leave" chart below for leave taken during those time periods, however, Administration can waive weighted leave if deemed appropriate (See chart below). Administrative approval will be required for the use of more than 5 consecutive PTO days.

Weighted Leave

First/Last 5 Student Contact Days:

1 full day = 2 PTO days

Inservice:

Full day inservice: 1 full day = 2 PTO days

2:30 dismissal inservice: ½ day (P.M. only) = 1 PTO day

2:30 dismissal inservice: 1 day = 1.5 PTO days
Parent/Teacher Conferences:
Scheduled P/T Conferences = 1.5 PTO days
A teacher who misses the instructional day and P/T Conferences
will be charged 2.5 PTO days.

Any unused PTO days are transferred to the Employee's sick leave accumulation at the end of the contract year. The maximum for sick leave accumulation is 45 days. Once the maximum is accumulated, no unused PTO days will carry-over until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 45 days. PTO days remaining in any year in which the Employee's sick leave accumulation reaches 45 days will be carried over to the following year as PTO days, and the Employee will only be given the number of PTO days necessary to bring the Employee's total to 12 for the new contract year. For example, if an Employee has 40 sick days accumulated and 7 PTO days remaining at the end of a contract year, 5 PTO days will be transferred to the Employee's sick leave accumulation, and 1 PTO day will be carried over to the following contract year. The Employee will be given 7 PTO days the following contract year to bring the Employee's total back to 8 days. The leave year for PTO leave is the school fiscal year.

Sick leave accumulation days are available for sick leave only and are to be used only after the Employee has exhausted all current year's PTO days. Accumulated sick leave can be used when the Employee is unable to perform assigned duties due to illness, injury or hospitalization of the Employee, or due to the Employee needing to care for the Employee's spouse, children (dependent or independent), parents or spouse's parents upon illness, injury or hospitalization, after the current year's PTO balance is exhausted.

Employees are to use sick leave accumulation days when unable to work. Activities other than caring for their own health or that of the immediate family member reflect an abuse of sick leave accumulation days.

Professional leave will be granted at the administrator's discretion.

Additional Limited Bereavement Leave. Without limiting the foregoing, upon the occurrence of a "Qualified Bereavement Event" (as defined below), an employee may use accumulated sick leave, if any, for purposes of bereavement leave in response to the Qualified Bereavement Event without first exhausting all available PTO from the current contract year.

As used herein, Qualified Bereavement Event means the death of the employee's (1) "Immediate Family Member," (2) "Family Member," or (3) "Close Friend."

As used herein, Immediate Family Member means the employee's spouse, parent, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, or grandchild. Following a Qualified Bereavement Event based on the death of an Immediate Family Member, an employee may use no more than five (5) accumulated sick days, if any, for such

bereavement purposes.

As used herein, Family Member means the employee’s grandparent, spouse’s grandparent, aunt, uncle, spouse’s aunt, spouse’s uncle, first cousin, or spouse’s first cousin. Following a Qualified Bereavement Event based on the death of a Family Member, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes.

The Superintendent will consider requests from an employee to use accumulated sick leave for bereavement purposes in response to the death of an employee’s Close Friend; and the decision to permit the use of accumulated sick leave for such purposes—without first exhausting all available PTO from the current contract year—will be within the sole discretion of the Superintendent whose decision shall be final. In the event that the Superintendent approves the use of accumulated sick leave, if any, for bereavement purposes following a Qualified Bereavement Event based on the death of a Close Friend, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes.

Employees are limited to using accumulated sick leave for bereavement purposes as provided herein to one instance per school year; provided, however, that the Superintendent may approve the additional use of accumulated sick leave for bereavement purposes at the Superintendent’s sole discretion whose decisions on these matters shall be final.

Nothing herein shall be construed to preclude or limit employees from using available PTO days for the purposes of bereavement leave, provided that all other requirements and limitations on the use of PTO days still apply.

Summer Paid Time Off Leave. Classified employees employed on 12 month contracts shall have summer paid time off days available each year as follows:

<u>Years of Continuous Employment</u>	<u>Summer Paid Time Off</u>
0	-0-
1-4	5
5-8	10
More than 8	15

Eligibility Based on Employment Status. For purposes of eligibility for PTO days, employees are identified as:

- A. 12 Month Employees— Employees contracted to work 12 months in the leave year and scheduled to work 2,080 hours or more per leave year.
- B. Less Than 12 Month Employees—Employees contracted to work less than a 12-month contract in the leave year and scheduled to work at least 1,080 hours or more per leave year.
- C. Ineligible for Paid Leave—Employees contracted to work less than 9 months in the leave year, scheduled to work less than 550 hours per leave year, or employed on a substitute or temporary basis.

Changes in Employment Status.

- A. An employee who changes from a 9 Month Employee to a 12 Month Employee status during a leave year will continue to be on the 9 Month Employee leave cycle until the next leave year starts.
- B. An employee who changes from a 12 Month Employee to a 9 Month Employee during a leave year will be placed on the 9 Month Employee leave cycle 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 that are in excess of that available under the employee's new status.
- C. An employee who was ineligible for paid leave and changes to eligible status during the leave will become eligible for paid leave after completing 12 months of continuous employment in the eligible status.

Eligibility Based on Years of Employment. A "year of continuous employment" is determined based on a full leave year. No paid leave is available until the employee has been employed with the District at least 12 continuous months. Any absence prior to the completion of the first 12 months of employment shall be without pay. 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 is not considered for determining years of continuous employment.

Discretionary Advancement of Leave Days. If all leave days available to an employee have been exhausted and an unanticipated emergency (i.e. accident, sudden death, etc.) occurs, the administration may, in its discretion and upon written request by the employee, grant an advance of leave days.

Unused Leave. There shall be no pay for unused leave days either during or upon ending of employment.

Section 5 Adoption Leave

Adoption leave will be granted to the extent required by law. Employees will be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship. Notice of an anticipated adoption shall be provided by the employee to their supervisor as soon as possible.

Section 6 Unpaid Leaves

Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) will be subject to reduction for the day or days of work missed.

Section 7 Discretionary Leave of Absence

An employee may apply to the Board of Education for a leave of absence from duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All discretionary leaves shall be without pay except as may be individually negotiated.

Section 8 Civil or Jury Duty Leave

An employee who is summoned for jury service must promptly notify their immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in civil/jury service, except the District will reduce salary 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 from civil/jury duty in the morning, is dismissed from civil/jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day.

Section 9 Subpoena to Testify Leave

An employee who receives a subpoena to testify in court or to give a deposition that may require an absence from duty must promptly notify their immediate supervisor.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the district, the absence will be treated like a civil/jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee is a party to the legal proceeding unless the employee is a party solely due to actions taken in connection with the employee's school duties, the actions of the employee were not inappropriate, and the District is not an opposing party to the employee.

Section 10 Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, the employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's nonworking time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

Section 11 Military Leave & Family Military Leave

Military leave and family military leave will be granted to the extent required by state and federal

law.

Employees must notify their supervisor as soon as they receive notification of activation. Employees are to attach a copy of their orders to a district leave request form when they prepare the request for military leave.

Employees requesting to take family military leave must notify their supervisor at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify their supervisor of the leave request as soon as practicable.

Section 12 Family and Medical Leave Act (See Board Policy 4007)

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. A publication which provides more information about FMLA leaves is attached as an Appendix to this handbook. Some specifics regarding FMLA leave at Pender Public Schools:

- A. The leave year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee uses any FMLA leave.
- B. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

Any question regarding FMLA leave should be directed to the Superintendent.

**Pender Public Schools
609 Whitney Street
Pender, NE 68047**

Phone: 402-385-3244
Fax: 402-385-3342

**EMPLOYEE'S
RETURN TO WORK
FORM**

Must be completed legibly by physician

Patient's Name: _____ Date of Onset: _____

Date(s) of Treatment _____

History: _____

Diagnosis: _____

Treatment (Proposed or completed): _____

Medication(s): _____

Prognosis: _____

First day off work: _____ Estimated return to work date: _____

Actual Return to Work without restrictions: _____

Return to work with reduced schedule: _____

Number of hours per day: _____ Number of days per week: _____

Beginning: _____ Ending: _____

Return to work with the following restrictions: Beginning: _____ Ending: _____

Lifting (weight) 0-10 lbs 1-25 lbs 6-40 lbs 1-50 lbs over 50 lbs

Lifting					
	From floor	25%	50%	75%	100%
	From waist level	25%	50%	75%	100%
	Over the shoulder/head	25%	50%	75%	100%
<input type="checkbox"/>	Pushing/pulling (weight)	0-10 lbs	11-25 lbs	26-40 lbs	41-50lbs over 50 lbs
<input type="checkbox"/>	Pushing/pulling frequency	25%	50%	75%	100%
<input type="checkbox"/>	Standing	25%	50%	75%	100%
<input type="checkbox"/>	Sitting	25%	50%	75%	100%
<input type="checkbox"/>	Walking	25%	50%	75%	100%
<input type="checkbox"/>	Climbing	25%	50%	75%	100%
<input type="checkbox"/>	Bending	25%	50%	75%	100%
<input type="checkbox"/>	Reaching 18" from body	25%	50%	75%	100%
	From shoulder level	25%	50%	75%	100%
	Over the head	25%	50%	75%	100%
<input type="checkbox"/>	Kneeling/Squatting	25%	50%	75%	100%

No operating moving machinery No Driving

Additional instructions: _____

Date of next office visit: _____

Physician's Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Physician's Signature: _____ Date: _____

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.

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 their supervisor. Employees who leave the school during their designated lunch period must check out with the office. Employees who leave during their work hours for an approved absence must check out with the office when leaving, and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to check out with the office 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:

- A. Use of Cell Phones: Employees shall not use personal cell phones for any non-school purpose during duty time.
- B. Checking Out of Equipment: All equipment must be checked out through the building principal or his designee. All school equipment may be used only for school purposes.
- C. Requisition of Equipment and Supplies: Equipment and supplies that are needed for work duties should be requested through the office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.
- D. E-mail: Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail throughout the day and should timely respond to e-mails that require a response. Para educators and other staff assigned to work with students should avoid checking and responding to e-mails during instructional or supervisory 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 5801 and this handbook.
- E. Employee Mail Box: Employees may be assigned a mailbox located in the district office. 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.
- F. Record Keeping: Duties of classified employees often involve keeping detailed

records. Make sure to complete these records as directed by the supervisor.

- G. Employee Meetings: Employee meetings will be held on an as needed basis. Notification will be made to employees at least two days prior to such meeting if possible. **ALL** employees are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

Section 4 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” for 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 interacting with students.

A. Proper Supervision

1. Report to all duty assignments on time.
2. Circulate through the duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
3. Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise students. If an emergency requires that students under the supervision of the staff member, request that another nearby staff member provide supervision, or notify the office so someone can provide assistance. If assisting with recess duty, the responsibility is to supervise the students in the assigned area. When talking with other adults or students, remember that the primary duty is supervision and make sure staff is aware of what students are doing.
4. Be accountable for students assigned 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 that student. If the student is to be returning to class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.
5. If a particular student has a propensity to act dangerously or in an unpredictable manner, 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).
6. 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 purposes of proper student relationships.
7. Be careful with language. Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, make a report to the student’s teacher or administration.

B. Proper Instructions

1. 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.
2. 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.
 3. When going over safety rules with students note it in the written records. If any students are absent when rules are reviewed contact the student(s) to review the same information and also note that contact in the written records.
- C. Proper Maintenance of Buildings, Grounds, and Equipment
1. Conduct periodic inspections of equipment that is the staff member's area of supervision.
 2. 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.
 3. Check the communication device (whether it be a school phone, a walkie-talkie, or a cell phone) periodically to make sure communication with the office is immediate in the event of an emergency.
 4. Proper Warnings
 5. If a staff member has knowledge of a hazard that can likely cause injury, take steps to warn other staff and students.
 6. Tell the office so additional warnings may be given.
- D. Contact the Office for Assistance
1. The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:
 - a. student fight
 - b. student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern
 - c. a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances (including in car on school property)
 - d. presence of an intruder (a non-student or staff member who refuses to go to the office)
- E. State Law Violations: 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.
- F. Student Searches: Office administration and the student's teacher should be contacted in the event a search of a student or their belongings is needed to be done. Do not conduct such a search without a teacher or administrator being present or having given clear directions. Direct a student suspected of having an item in violation of school rules to wait until another adult is present, or to go to the office with an adult. Do not leave the assigned area unless it can be done without causing risk of harm to others. Do not use physical force to detain the student or to make the student go to the office except as reasonably necessary to protect the student or others.

- G. 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 5 Role of Paraprofessional

Paraprofessionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A Paraprofessional must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the Paraprofessional in a supportive role.

Paraprofessionals 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. Paraprofessionals are to work only on their assigned workdays and within their assigned workday. If a teacher requests a Paraprofessional to work hours other than the assigned work hours or assigned work day, the administration should be contacted for approval.

Section 6 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 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 7 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:

- A. Placed in a situation that endangers his or her life or physical or mental health;
- B. Cruelly confined or cruelly punished;
- C. Deprived of necessary food, clothing, shelter, or care;
- D. Left unattended in a motor vehicle if such minor child is six years of age or younger;
- E. 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 principal or supervisor in the event they become aware of child abuse or neglect. Be as specific as possible with what, when, and where the abuse or neglect was observed and anything that may have been heard or said by the student or others. It is vital that the report to school officials be made as accurately and as soon as possible. Timeliness in making a report will assist in minimizing further risk to the child

Do not talk about the matter directly with the parent or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships and create legal problems. The school administration will consider the information, conduct any further investigation needed to justify a report, and determine whether a report of child abuse or neglect is to be made. If a report was made to another person and they did not report the information to the police or Child Protective Services report the matter directly to the Superintendent.

Article 5 – CLASSIFIED POSITION AND PERSONAL CONDUCT AND PERFORMANCE

Section 1 Ethics Standards

Pender Public School 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 ethics 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:

- 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, sexual orientation, 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 personal decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- E. Shall not exploit school 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 engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- H. Shall report to the Superintendent any known violation of paragraphs B or E above.
- I. 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 worthy goals.

In fulfillment of the obligation to the student, the employee:

- A. 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 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.
- 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 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:

- A. 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.
- 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 judgment to be exercised in the course of employment.
- 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 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:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of 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 job related 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 employee 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 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 on an 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 reflects 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 Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- A. Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- B. Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.

- C. Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- D. Making any sexual advance – verbal, written, or physical – towards a student.
- E. Showing sexually inappropriate materials or objects to a student.
- F. Discussing with a student sexual topics that are not related to a specific curriculum.
- G. Telling sexual jokes to a student.
- H. Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- I. Being overly "touchy" with a specific student.
- J. Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- K. Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- L. Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- M. Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- N. Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- O. Going to the student's home when the student's parent or a proper chaperone is not present.
- P. Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

Section 6 Attire

It is important for employees to project a responsible, adult image to students, parents and co-workers. Appropriate attire and grooming are 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 that is safe and suitable for their work assignments; and avoid clothing that may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that be necessary.

Section 7 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. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

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 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 employees 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 an employee 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, 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 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, all owned or leased facilities, and vehicles is prohibited. Electronic nicotine delivery systems are also 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:

- A. 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;
- B. The frame or receiver of any object described in the preceding example;
- C. Any firearm muffler or silencer;

- D. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- E. Any bludgeon, sand club, metal knuckles, or throwing star;
- F. Any knife 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 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;
- G. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;
- H. The term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a staff member desires to carry or possess a personal safety or security device, the staff member must obtain prior approval from the building principal before bringing such device on school grounds. If a staff member obtains prior approval from the building principal, the staff member must store the device during the school day in a secure location designated by the building principal. A staff member shall not carry the personal safety or security device during the school day.
- I. 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.
- J. 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 an employee's personal possession, as well as in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 4 Use of District Computer Network and Internet

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

In using the computers and the Internet, employees are agreeing to the following:

- A. Since copyright laws protect software, employees will not make unauthorized copies of software found on school computers by any means. Employees will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
- B. If an employee downloads public domain programs for personal use or non-commercially redistributes a public domain program, the employee assumes all risks regarding the determination of whether a program is in the public domain.

- C. Employees shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Employees 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. Further, employees are prohibited from placing such information on the Internet.
- D. Employees will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Employees will not copy, change, read, or use another person's files. Employees will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
- E. Employees will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
- F. Employees will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
- G. Employees will not attempt to login to the system as a system administrator.
- H. Employees understand that the intended use of all computer equipment is to meet instructional objectives.
- I. Employees will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
- J. Employees will not use the network for financial gain or for any commercial or illegal activity.
- K. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another employee, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
- L. 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 on line services or products. The employee is solely responsible for any such charges. The employee's acceptance of an email account is an acceptance of the employee's agreement to indemnify the District for any expenses, including legal fees, arising out of the employee's use of the system in violation of the agreement.
- M. The Internet will be supplied for use on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free.
- N. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
- O. The District reserves the right to refuse posting of files, and to remove files.
- P. The District further reserves the right to inspect an employee's computer and computer usage at any time. Employees have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
- Q. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
- R. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations.

In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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 employee's Internet account and computer privileges, reprimand, suspension, or termination.

Section 5 Use of School Facilities

Employees who are issued keys or key fobs to the school are expected to not lose their keys or key fobs and to not allow others to have access to or to use their keys or key fobs. If keys are lost, the employee will be required to pay the cost of replacing the door locks. If key fobs are lost, the employee will be required to pay \$10. Employees are permitted to have access to school facilities during non-school time provided the 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 Superintendent.

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 a student or staff member knows that someone has damaged school property or equipment, or if they 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 duty time except in the event of an emergency. Long distance calls that are school related can be made from the classroom phone with a specific code. Personal long distance calls are the responsibility of the staff member and are discouraged.

Section 8 Visitors

Employees 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 employee. Visitors should follow posted procedures for being on school property. Employees are not to bring their children to school with them in lieu of taking them to childcare.

Section 9 Salespersons

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees shall not use time for which the employee 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, Lockers, Etc.

Offices, employee 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 to 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 non-investigatory 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 an employee 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 employees may bring to school. Employees 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. The Superintendent may use video cameras in locations as deemed appropriate. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms. Video recordings are considered student educational records and may be subject to FERPA guidelines.

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 employee 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. 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. 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." Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

Section 14 Lost and Found

Employees who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

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. 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 safety and labor committees 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 a staff member has a desire to serve on the committee, staff members should contact the 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:

- A. 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.
- B. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- C. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- D. Pick up clutter, keep the work area or room clean and free of clutter, debris, etc.
- E. 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.
- F. Do not use equipment that is not familiar or operate machinery without proper training.
- G. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
- H. Report any injuries or medical problems to the supervisor immediately and complete the employee accident report.
- I. Wear seatbelts when in vehicles where provided.
- J. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.
- K. 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 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: 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 provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Employees 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. Employees are not to use cell phones while driving a school vehicle or while transporting children.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- A. Motor vehicle homicide;
- B. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- C. Reckless driving or willful reckless, within the immediate prior 20 years; or
- D. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- A. Motor vehicle homicide;
- B. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- C. Reckless driving or willful reckless, within the immediate prior 10 years; or
- D. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.
(BOE Policy 3410)

Accidents: Every accident that results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the employee responsible for the student either as employee, coach or sponsor is responsible for making the report. If the injury occurs in

the presence of the employee, the employee is also responsible for making a report.

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

Article 7 – STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination (See Board Policies 4003 and 5401)

Pender Public Schools does not discriminate on the basis of sex, sexual orientation, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. (BOE Policies 1025, 1025.1, 1025.2, 4003, and 4003.1) 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
601 East 12th Street
Room 353
Kansas City, MO 64106
800-368-1019
FAX: 816-823-1404
TDD: 800-537-7697

The U.S. Equal Employment Opportunity Commission (EEOC)
1801 L Street, N.W.
Washington, D.C. 20507
(800) 669-4000; TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

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: Pender Public Schools, 609 Whitney Street, Pender, NE 68047; 402-385-3244.

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	Secondary Principal
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
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 (See Board Policies 4003 and 5401)

Elimination of Discrimination: Pender 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: Pender 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 Pender 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 sex, sexual orientation, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status 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, class room 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 employee. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or employee, or if the supervisor or employee 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 a student feels a need for immediate help for any reason, please report the complaint to the Superintendent of Pender Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, employee 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. (BOE Policy 1025)

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 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.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to educational interest; which means records needed to effectively provide the function or service for which they are responsible.

School officials may have access only to those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

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.

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

Your Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over

the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

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:

If you have access to the Internet visit our FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage-Hour Office, telephone our Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243); a customer service representative is available to assist you with referral information from 8am to 5pm **in your time zone**; or log onto our Home Page at <http://www.wagehour.dol.gov>.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1420
Revised August 2001

*U.S. GOVERNMENT PRINTING OFFICE 2001-476-344/49051

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



YOUR RIGHTS UNDER USERRA

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- \$ you ensure that your employer receives advance written or verbal notice of your service;
- \$ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- \$ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- \$ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- \$ are a past or present member of the uniformed service;
- \$ have applied for membership in the uniformed service; or
- \$ are obligated to serve in the uniformed service;

then an employer may not deny you:

- \$ initial employment;
- \$ reemployment;
- \$ retention in employment;
- \$ promotion; or
- \$ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

\$ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

\$ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

\$ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

\$ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

\$ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

\$ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of Labor
1-866-487-2365



U.S. Department of Justice



Office of Special Counsel



1-800-336-4590

Publication Date—October 2008

NOTICE

Military Family Leave

On January 28, President Bush signed into law the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new leave rights related to military service:

- (1) New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.

- (2) New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm.



**Addendum to Pender Public Schools
Employee Handbooks
(January 16, 2009)**

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA.

The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District's existing employee handbooks.

Employee Rights and Responsibilities under the 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 the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his/her 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, the employee's health coverage under a "group

health plan” will be maintained on the same terms as if he/she 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.

An employee’s use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of his/her FMLA leave.

Eligibility Requirements. Employees are eligible if he/she has been employed with Pender 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 Pender Public Schools within 75 miles of the employee’s 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 the employee from performing the functions of his/her 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. Employees 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. Employees 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. Employees may choose, or Pender Public Schools may require, use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the District’s normal paid leave policies.

Employee Responsibilities. Employees 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 the employee is 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. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees 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, 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

www.dol.gov/whdl

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Jason Dolliver at (402) 385-3244.

**RECEIPT OF 2020-2021 CLASSIFIED EMPLOYEE HANDBOOK
of Pender Public Schools**

This signed receipt acknowledges receipt of the 2020-2021 Classified Employee Handbook of Pender Public Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, a drug-free workplace notice, and the District's anti-discrimination and harassment policies, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

This will also serve as verification that I have a valid driver's license from the state of _____. My driver's license number is _____.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation. Policy # 3410

Employee Signature _____ Date _____

Please return to the secondary office.

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference: Laws 2008, LB 205
 Student Discipline Act, Neb. Rev. Stat. ' ' 79-254 to 79-296
 NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: August 18, 2008

STUDENT FEES POLICY

The Board of Education of Pender Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear nonspecialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear nonspecialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the

usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular

activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable

items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the ___ day of _____, 200__, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal References:

- Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
- Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: August 13, 2007

**Appendix "1" to Student Fees Policy of
Pender Public Schools**

Additional Specification of Required Materials and Fees¹

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum)² or Specific Material Required
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Gym specific shoes and socks, athletic shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for student use.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists

¹ This listing is a part of the Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

² Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the school year.

Field Trips	Transportation and admission costs of field trips	None-Costs of school sponsored, class-related field trips will be paid for by the school. School lunches may be provided as needed for students.
Summer school courses	Classes offered during the summer, or at night	\$0 to \$275 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page for black/white and twenty-five cents (.25) per page for color when charges apply.
School Meals	Price is based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.	P-12 Breakfast--\$1.85 Lunch—Preschool \$2.25 K-6 - \$2.50 7-12 - \$2.75 Milk -\$.45 Seconds: Main - \$1.35 Side - \$0.85 Milk - \$0.45
Secondary Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Physical Education classes	Appropriate clothing (non-specialized attire)	Gym specific shoes and socks, athletic shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.

Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for student use.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e, Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate established by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page for black/white and twenty-five cents (.25) per page for color when charges apply.
School Meals		Breakfast--\$1.85 Lunch--\$2.75 Milk--\$.45 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.

End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$25.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$150.00	
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$40	
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.	
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$275.00	
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.	
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required	
Athletic Programs			
1. Admission	Spectator fees for admission to events	Admission for school hosted events will generally be \$5.00. Admission will be set by NSAA for District and State events hosted by the school.	
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.	
3. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:	
		Basketball	No additional
		Football	Mouthpiece

	replacement cost.	Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head gear
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.	
7. Athletic Clubs	Clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$50.00 per club.	

8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$150
Clubs/Organizations		
FFA	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	Up to \$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.
6. Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular trips, students will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$3,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation

		credit or grade advancement, and participation on the trip is voluntary for students.
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Students

School Wellness Policy

An aim of Pender Public Schools (“District”) is to provide curriculum, instruction, and experiences in a health-promoting school environment to instill habits of lifelong learning and health. Therefore, the Board of Education adopts the following School Wellness Policy.

1. District Wellness Committee

Committee Role and Membership

The District will convene a representative District Wellness Committee (“DWC”) or work within an existing school health committee that meets at least annually to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this District wellness policy.

The DWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals or staff; mental health and social services staff; school administrators; Board of Education members; and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

Leadership

The Superintendent or Designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy.

2. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and

education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at the District's website.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at the Superintendent's office and/or on the District's computer network. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

Annual Notification of Policy

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the District website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which the District's schools are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to [a] the Alliance for a Healthier Generation's model wellness policy; and

- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is the Superintendent or Designee.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

Community Involvement, Outreach and Communications

The District will communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the District's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the District and individual schools are communicating important school information with parents.

The District will notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

3. Nutrition

School Meals

All schools within the District that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs.

Competitive Foods and Beverages

The foods and beverages sold and served outside of the school meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

1. Celebrations and parties. The District will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. The District will provide or make available to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children or other comparable resources. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

Nutrition Education

The District will teach, model, encourage and support healthy eating by all students.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

4. Physical Activity

Children and adolescents are encouraged to participate in at least 60 minutes of physical activity every day.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) will not be withheld as punishment. The District will provide teachers and other school staff with a list of ideas or resources for alternative ways to discipline students.

Glossary

School Campus: areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day: the time between midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

Legal Reference: Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. section 1758b; 7 CFR sections 210.11 and 210.30; National School Lunch Program, 42 U.S.C sections 1751-1760, 1770; Regulations and Procedures for Accreditation of Schools, NDE Rule 10

Date of Adoption: August 13, 2007

Date of Amendment: March 13, 2017

InstructionParental/Community Involvement in Schools

Thurston County School District No. 87-0001, Pender Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district herewith declares that it shall be the policy of the District to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District in the event any parent has a complaint or objection to any such materials to make such provision for personal conferences with the parent and appropriate school personnel to discuss such concerns as the superintendent or his/her designee may deem appropriate. The superintendent or his/her designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent. The form to be used for this purpose is titled the "Parent/Patron Comment Form" and is found in Board of Education Policy 1030 and Administrative Regulation 1030.1.

It shall further be the policy of the District to upon reasonable advance request by a parent to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parent to be in attendance at such activities unless such attendance would substantially interfere with a legitimate school interest.

It shall further be the policy of the district to encourage communications from the parents concerning when a parent believes it to be appropriate for his/her student to be excused from testing, classroom instruction, and other school experiences that the parent may find objectionable. The superintendent or his/her designee shall make a provision on the complaint form hereinabove referred to for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent.

It shall further be the policy of the District to provide full access to the records of the students to a parent or guardian all as set forth in Section 79-2,104, the Federal Education Right To Privacy Act, and other applicable law during regular business hours of the school at the school headquarters or wherever the student's records may regularly be maintained by the District.

It is the further policy of the District to notify a parent or parents of any student who may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Nebraska State Accountability (NeSA) assessments, the Measures of Academic Progress (MAP) tests, or the AIMSweb assessments, to notify the parent when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be

prohibited unless a parent requests in writing that such tests be administered to his/her resident student.

Prior to any school sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

It shall be the policy of the District as a general matter to leave substantive decision making processes to the professional staff, administration and Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in all activities of the school as it relates to the student of the District.

Date of Adoption: July 21, 2008

Date of Amendment: August 11, 2014

InstructionComputerInternet Safety and Acceptable Use PolicyA. Internet Safety Policy

It is the policy of Pender Public Schools to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,

1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 7. Users shall not engage in any form of vandalism of the technology resources.
 8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 4. to engage in or promote violations of student conduct rules.
 5. to engage in illegal activity, such as gambling.
 6. in a manner contrary to copyright laws.
 7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will

operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254
 Children's Online Privacy Protection Act, 15 U.S.C. § 6501
 FCC Order adopted August 10, 2011
 47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
 Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Date of Adoption: July 9, 2012
 Date of Amendment: September 9, 2013
 Date of Amendment: August 11, 2014
 Date of Amendment: August 8, 2016

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend Pender Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Pender Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

Provisions for Waiver of Application Deadline

The application deadline will be waived by the School Board for applications to option into the Pender Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's

circumstance.

4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Pender Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Pender Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix "1" to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

A request for release of a resident student of the Pender Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be

granted only upon recommendation of the Superintendent and subsequent approval from the Board of Education. The release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Pender Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Pender Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The Pender Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge

the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Pender Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Date of Adoption: August 10, 2009

Date of Amendment: September 9, 2013

Date of Amendment: August 8, 2016

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Administrative Regulation (AR) 5006.1, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and AR 5006.1 to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and AR 5006.1 to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: Heineman, Karlen, Roth, Maise, Johnson, Peters.
The following members voted against the same: _____.
The following members were absent or not voting: _____. The Resolution having been consented to and approved by more than a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 10th day of August, 2020.

PENDER PUBLIC SCHOOLS

Attest By: _____
President Secretary

AR 5006.1 to Option Enrollment Policy

The following is AR 5006.1 to Policy 5006 for the 2019-2020 School Year. The Board of Education hereby sets forth the maximum number of option students for the 2019-2020 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	40	23	17
First	40	32	8
Second	40	27	13
Third	40	31	9
Fourth	40	32	8
Fifth	40	28	12
Sixth	40	37	3
Building Capacity, Elementary	280	223	57
Level I Elementary Special Education	20	16	4
Level II & III Elementary Special Education	6	6	0
Seventh	40	26	14
Eighth	40	25	15
Ninth	40	21	9
Tenth	40	34	6
Eleventh	40	19	11
Twelfth	40	21	19
Building Capacity, Jr./Sr. High School Attendance Center	240	146	94
Level I Jr./Sr. High School Special Education Program	30	25	5
Level II and III Jr./Sr. High School Special Education	2	2	0

Administrative Regulation Approved: August 10, 2020

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 6, 2020 between the Pender Public Schools (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Pender, Nebraska

Project Description: Topographic survey of proposed Pender Public Schools sports complex site located on the northwest side of Pender, Nebraska.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

TOPOGRAPHIC SURVEY

Olsson will provide a 2-man survey crew, truck, and equipment to complete a topographic survey for the area shown in the attached exhibit. Survey will include:

- Boundary of topo defined as the following: Existing Prairie Breeze Assisted Living Center Drive (north), Slaughter Avenue (east), Whitney Street (south), approximately 1400 feet west of Slaughter Avenue (west).
- Perform 811 utility locate.
- Establish horizontal and vertical control.
- Property lines.
- Underground utilities will be based on visible evidence and utility markings provided by the 811 locate.
- Existing ground features shall include playground equipment, fences, sidewalks, softball/baseball fields, pitcher’s mound, buildings, other concrete, and other items necessary for design.
- Drainage structures and ditches on both sides of Whitney Street and Slaughter Avenue, along with drainage structures and ditch on the west side of Slaughter Avenue to Highway 16.
- Site contours of existing ground surface within the boundary.

Survey Exclusions:

The following items, in addition to any items not specifically listed above are not included in this scope of services but can be provided under a supplemental agreement.:

- Easement Exhibits
- ALTA survey
- Attendance at meetings.

Project Deliverable:

- Electronic CAD file, PDF digital and hard copy files.

Lump Sum Fee - \$5,500

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT A
APPROX. LIMITS OF SURVEY

survey drainage structures

survey both sides of road,
including swale, drainage
structures, etc.

Slaughter Ave

