

**\*Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

**TENTATIVE  
REGULAR MEETING  
BOARD AGENDA**

**March 14, 2022  
7:30 PM**

1. Call Meeting to Order
2. Reports and Information from Administration
  - 2.A. Superintendent's Report
  - 2.B. Principal Report
3. Public Comment
4. Discussion Items
  - 4.A. Wrestling
  - 4.B. Policy 7110
  - 4.C. Property Offer
5. Action Items (Discuss, Consider, May take action on the following)
  - 5.A. Routine Business - Consent Agenda
    - 5.A.1. Excuse Absent Board Members (as necessary)
    - 5.A.2. Minutes
    - 5.A.3. Treasurers Report
    - 5.A.4. Claims
  - 5.B. Accept the letter of resignation from Wendy Phillips.
  - 5.C. Accept the letter of resignation from Melissa Smith.
  - 5.D. Approve Board Policies: 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4011.1, 4012, 4015, 4016, 4017, 4018, 4019, 4020, 4022, 4023, 4024, 4025, 4027, 4028, 4029, 4030, 4031, 4032, 4034, 4037, 4038, 4039, 4041, 4042, 4043, 4044, 4045, 4046, 4048, 4050, 4051, 4052, 4053, 4054, 4056, 4057, 4058, 4059, 4061, and forms (4000), with delayed implementation until July 11, 2022.
  - 5.E. Approve the Superintendent Contract for 2022-2023.
  - 5.F. Amend the 2022-2023 Negotiated Agreement.
6. Future Meeting Dates
7. Adjournment



# LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526  
LYONS, NEBRASKA 68038-0526  
PHONE NUMBER: 402-687-2363  
FAX NUMBER: 402-687-2472

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## Superintendent Board Report March 14, 2022

1. Girls Golf: We have no girls that were out for the TC Thunder Girls Golf team this last fall and we don't know of any in the foreseeable near future. We believe that in all fairness we should write a letter to the NSAA, Pender, and Bancroft-Rosalie asking to get out of the COOP.
2. Science Position: We have interviewed and offered the Science position for next year to Mr. Kipp Schuler. The position will be 3/8 teaching time and the rest of the day will be spent as a paraprofessional. He will be teaching Chemistry, Physics, Advanced Physics (HS level), and Physical Science. He is coming to us from Oskaloosa, IA with 10 years of experience as a teacher and cross country/track coach.
3. P2T Update: We have been meeting and discussing our options with P2T. There was discussion about Northeast Community College becoming the fiscal agent, but after further research and discussion – it was decided it would be in the best interest of our districts to retain the current JPA and keep ESU 2 as the fiscal agent.
4. I would like to acknowledge and say thank you to the Vote for LDNE group. They have put in countless time and energy into the bond campaign. It does not go unnoticed.

*Bill Review: Jim is scheduled for April and Jolene is scheduled for May.*

Suggested List of Motions

March 14, 2022

(Open Meetings Act rules posted on the north wall of the library)

1. \_\_\_\_\_ opened the meeting at \_\_\_\_\_ P.M.
  
2. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
To approve the Consent Agenda items:
  1. Excuse Absent Board Members (if necessary)
  2. Minutes
  3. Treasurers Report
  4. General Fund Claims
  5. Lunch Fund ClaimsRoll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
3. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to accept, with regrets, the resignation of Mrs. Wendy Phillips.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
4. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to accept the resignation of Mrs. Melissa Smith.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
5. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve board policies: 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4011.1, 4012, 4015, 4016, 4017, 4018, 4019, 4020, 4022, 4023, 4024, 4025, 4027, 4028, 4029, 4030, 4031, 4032, 4034, 4037, 4038, 4039, 4041, 4042, 4043, 4044, 4045, 4046, 4048, 4050, 4051, 4052, 4053, 4054, 4056, 4057, 4058, 4059, 4061, and forms (4000) with delayed implementation until July 11, 2022.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
6. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve the Superintendent Contract for 2022-2023.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
7. \_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ P.M.

# Principal Board Report- March 2022

## **A. Calendar - Upcoming Events**

State Basketball-----	March 7th-12th
Early Dismissal/ Teacher Inservice-----	March 9th
Spring Break-----	March 10-11th
Science and Agriculture Showcase-----	March 17th
State Speech-----	March 18th
NSCAS Window-----	March 21-April 29
Junior's taking ACT-----	March 22nd
JH Honor Band-----	March 26th
Sophomores taking the Pre-ACT-----	March 31st
Prom-----	April 2nd
LDNE NSCAS DATES-----	April 4-22nd
State FFA Convention -----	April 6th-8th
State FBLA -----	April 11th-13th

## **A. Professional Development**

- February 16th: All secondary teachers participated in curriculum development and elementary teachers began developing standards based report cards.
- February 24th: Melissa Smith and Megan Engel attended Integrating the Arts
- February 24th: Kendra Boden and Melissa Wakeley attended the 21st Century Conference in Omaha
- February 25th: Tina Ronnfeldt, Brook Schmeckpeper and Ruth Weiland attended Early Childhood Training at ESU2 in Fremont
- March 2nd: Leadership Walks
- March 3rd and 4th- Vanessa Von Seggern attended NSBA Convention
- March 14th: MedAide Training

## **B. Parent Teacher Conference Attendance:**

Elementary: 90% of parents attended conferences

Secondary: 40% of parents attended conferences

## **C. School Activities**

- We celebrated Twos-Day 2/22/22 with a 2 minute dance party and snacks.
- Read Across America was a week- long celebration with opportunities to dress up and read books every day. Every teacher hid a small cat in the hat throughout the school. Students PK-12 could turn them in for a small treat when they were found and then they would be re-hid to give others an opportunity to find.

- **Cougar Culture:** On March 2nd, PK-12 celebrated student accomplishments in the gym and then went outside to read together. After they read for a while, they played games in the multi-age groups.

#### **D. Activities Reports:**

- **FFA results attached:**
  - Preliminary State Proficiency Award
    - Our chapter had 9 applications forwarded to state review, with five of them being named state finalists (Elise in two areas, Ashlynn, Camryn, Sierra).
      - Interview process at State FFA in April. Top 3 interviews 12 and 3.
    - We had two other state golds (Aubrey, Brayden) and two state silvers (Colten, Sydney).
- **BRLD Girls Basketball team lost to Lincoln Lutheran in the first round at state.**
- **LDNE Speech Team District Results:**
  - Tate 6th in humorous, Chance 5th in informative, Elise and Braden 5th in duet, Arianne and Miriel 3rd in duet, Arianne 3rd in entertainment.
  - Arianne and Miriel qualified for state on March 18 in Kearney.
- **Honor Bands.**
  - WSC Honor Choir:
    - Evelyn Venegas, Dalynn Hackney, Colten Miller
  - Junior High Honor Band and Choir Festival:
    - Adonai Salazar, Aubrey Lauritsen, Linden Anderson, Samantha Roth, Sidney Archer, Layla Fisher, Kassi Simonsen, Kaden Knaak, Bennett Andersen, Kaylin Miller, Katharine Tolle, Alizabeth Whitley, Crystian Lubben, Skiler Watson, Alex Anderson
  - East Husker Conference Honor Band:
    - Symphonic Band - Dalynn Hackney, Samantha Chavira-Prieto, Jackson Jensen, Juan Garcia, Landen Redding, Alexander Timm; Wind Ensemble - Arianne Brokaw, Miriel Brokaw, Caleb Schlichting, Colten Miller
  - Class D All-State Honor Band:
    - Symphonic Band - Jackson Jensen, Colten Miller; Wind Ensemble - Arianne Brokaw, Landen Redding
  - Junior High Blair Honor Band:
    - Layla Fisher, Katharine Tolle, Kassi Simonsen
- **State Wrestling:** Daven Whitley placed 6th at State Wrestling. Zeena placed 5th.
- **Science Research:**
  - Between Ag and Science, we have over 50 students doing some AWESOME RESEARCH PROJECTS!!!
  - Samantha Chavira-Prieto won the Regional Junior Science and Humanities Symposium at OSU with her research

**E. School Program Offerings:**

[https://docs.google.com/spreadsheets/d/1V8ESgppbRmpyk3WOvLu5z6\\_myGfDrTsu/edit?usp=sharing&oid=118173358665512757956&rtpof=true&sd=true](https://docs.google.com/spreadsheets/d/1V8ESgppbRmpyk3WOvLu5z6_myGfDrTsu/edit?usp=sharing&oid=118173358665512757956&rtpof=true&sd=true)

**2009**  
**Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: December 13, 2021

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

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

- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Legal Reference: School Policies  
Policy Adopted: Northeast Public Schools  
Policy Updated: 7/14/2008  
Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34 CFR Part 108  
Policy Updated: 8/10/2009

### 7110 – Standing Memorials

II. Memorials will be accepted through the School Foundation for the Lyons-Decatur Northeast Schools:

#### 1. Accepted Memorials

- a) Money donated for scholarship funds will be directed to the Lyons-Decatur Northeast School Foundation/Lyons Community Foundation/Decatur Community Foundation.
- b) Monetary funds designated for library books, digital media, supplies and equipment with the approval of the departmental leader, administration, and school board. Items purchased through these funds will become part of the Lyons-Decatur Northeast Schools and their maintenance and potential for removal will be governed by the district.
- c) Monetary funds designated to a particular activity or department. Providing these funds does not result in an agreement to "name" the activity or department in that person's honor.
- d) Monetary funds designated for plantings on school grounds, such as trees, shrubs, perennials and garden elements:
  - (1) The type and placement of these requires the additional approval of the maintenance, administration & school board. Items purchased through these funds will become part of the Lyons-Decatur Northeast School,
  - (2) and their maintenance and potential removal will be governed by the district.

#### 2. Rejected Memorials

- a) Memorials which contain the name and/or picture of the deceased
- b) Memorials that may alter the conducting of a regular school instructional day
- c) Memorials that require the retirement or discontinued use of school property
- d) Memorials that require the permanent altering of school property or school publications
  - (1) This will take effect beginning in the 2019-20 school year and will not affect any memorials already altering school property prior to this date.
- e) Memorials that require the altering of school activities or the school activities schedule
- f) Memorials that infringe on the separation of church and state
- g) Memorials that require the use of public funds to purchase & develop

3. Any memorial displayed in existence at the time these regulations are initially adopted, whether in compliance with these guidelines or not, may be removed and offered to the parents or guardians or family:
    - a) For deceased staff members:
      - (1) The memorial will stay until **five years** has elapsed and then may be returned to parents or family members if possible.
    - b) For deceased students:
      - (1) The memorial will stay through the remainder of their graduation class' duration at Lyons-Decatur Northeast.
      - (2) The memorial will stay standing for a minimum of five years.
- Parents or guardians or family members of the deceased student or employee are encouraged to inform the school of any change of address for the possible return of the memorial after its duration.

### III. Commencement Exercises

1. The following statement will be included each year in the Lyons-Decatur Northeast Graduation Program: "The Class of 20\_\_ has provided a floral arrangement on stage to be displayed as a remembrance of anyone who could not be here today to celebrate this graduation ceremony."
  1. If a deceased senior has completed all of the requirements for graduation, his or her name will be included in the program, and the diploma will be presented to the family in a private setting.
  2. No personalized participation on behalf of the deceased student/staff member, nor a moment of silence or other dedication in remembrance of a specific individual is allowed at commencement.

Policy Adopted: April 8, 2018

Policy Updated: July 8, 2019

### 7120 – Use of School Facilities for Memorial Services

- I. Use of Lyons-Decatur Northeast Facilities for Memorial Service Purposes
  1. The Board of Education has established the use of school facilities as a place for education and youth activities, and will therefore only consider the use of the facility for a memorial service when no other facility is available (or large enough). There will be a charge of \$250 for the use of the facility. Factors to consider will be but limited to:
    - a) Potential number of people attending the memorial service.
    - b) LDNE will not plan memorial services for students to attend
    - c) Memorial Services cannot interrupt the school day or activity.
  2. Lyons-Decatur Northeast sympathizes with the families dealing with the grief of losing a loved one. However, it is advised that students should not carry the memories of a loved one associated with a funeral / memorial service being held at a school facility.

Policy Adopted: April 8, 2019

### 7150 - Tobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also

Updated December 17, 2021

The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Wednesday, February 16, 2022, in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. Present were Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, and Vlach. Excused Absent were Petersen and Troutman. The open meeting laws are posted on the library wall.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, front door of the school

Posted Date: February 3, 2022

Lisa Christiansen opened the meeting at 7:32 p.m.

Superintendent Report: We have hired three new teachers for the 2022-2023 school: Ms. Sarah Birks for preschool, Mr. Morgan Peatrowsky for upper elementary, and Ms. Braska Pattersen for 7-12 ELA. We are currently advertising and hiring for our science position and coaching positions for 2022-2023. Discussion was held on wrestling; it will be added as a discussion item at our March board meeting.

Megan Vavra was present to discuss graduation during public comment.

Principal Report: The math specialists from ESU 2 have been completing observations in our elementary school. The staff have continued to work on curriculum, standards, security/safety, and grading practices through our bi-weekly PD. As a district, we are focusing on positive culture and our transition back to the LDNE Cougars with our high school athletic teams. The Burt County Spelling Bee was held at LDNE on January 27<sup>th</sup>; 6 of the 8 finalists were LDNE students. Congratulations to Kaylee Tomka (4<sup>th</sup> place), Kellyn Knaak (3<sup>rd</sup> place), Ryanna Bacon (2<sup>nd</sup> place), Layla Fisher (4<sup>th</sup> place), Eric Hart (3<sup>rd</sup> place), and Aubrey Lauritsen (1<sup>st</sup> place). Congratulations to the following FFA students for their results at the district proficiency review: Sierra Heckenlaible, Camryn Brehmer, Elise Anderson, Sydney Olsen, Ashlynn Whitley, Aubrey Anderson, Colten Miller, Brayden Hegge, and Tate Simonsen.

It was moved by Evan Myers, seconded by Jaime Bacon, to approve the consent agenda. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Jaime Bacon, seconded by Chad Brehmer, to accept the resignations with regret from Mr. John Bellar and Mr. Gary Loftis. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Jaime Bacon, seconded by Evan Myers, to go into executive session to discuss negotiations at 8:43 PM. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Jaime Bacon, seconded by Evan Myers, to come out of executive session at 9:53 PM. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Chad Brehmer, seconded by James Vlach, approve the LDEA 2022-2023 negotiated agreement. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Jaime Bacon, seconded by Chad Brehmer, to offer an Elementary Principal contract to Brenda Totten for the 2022-2023 school year. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by Jaime Bacon, seconded by Leah Miller, to offer a Secondary Principal contract to Weston Swanson for the 2022-2023 school year. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

It was moved by James Vlach, seconded by April Archer, to approve the 2022-2023 school calendar. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Absent, Troutman: Absent, Vlach: Aye  
Aye: 7, Nay: 0, Absent: 2

Next Regular Board Meeting - Monday, March 14, 2022, at 7:30 p.m.

Lisa Christiansen adjourned the meeting at 10:06 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media

requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

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Secretary, Board of Education

ATTEST:

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President, Board of Education

## Treasurer's Report

At the close of business February 28, 2022

Cash Balance on January 31, 2022 1008.55

### Receipts for February 2022

Burt County	\$ 320,036.17
Other County	\$ 21,466.25
State of NE - SPED	\$ 33,936.00
ESU#2 Art and Cultural Connections grants	\$ 665.00
St of NE - Apportionment	\$ 37,459.15
Village of Decatur-License fee	\$ 30.00
St of NE - IDEA	\$ 73,996.00
ST OF NE - 21st Century Grant	\$ 40,160.00
St of NE - Medicaid	\$ 533.79
State Aid	\$ 3,165.00
Misc.	\$ 40.00
Interest	\$ 0.04

Total Receipts \$ 531,487.40

Account Transfers \$ (125,000.00)

Disbursements \$ 423,874.16

Cash Balance as of February 28, 2022 -16378.21

Outstanding Checks/deposits \$ 18,240.03

Ending Bank Balance as of February 28, 2022 \$ 1,861.82

SAVINGS BALANCE Beginning: \$1,248,020.59 ENDING BALANCE \$1,373,316.42

Beth Doht

Treasurer

**COMBINED ACCOUNT BALANCES**  
**Depreciation, Employee Benefit Fund, Special Building, and Student Fee Fund**  
**As of February 28, 2022**

**DEPRECIATION FUND**

Balance \$112,913.81

**EMPLOYEE BENEFIT FUND**

Balance \$19,529.50

**SPECIAL BUILDING FUND**

Balance \$1,162,460.91

**STUDENT FEE FUND**

Balance \$0

TOTAL OF COMBINED ACCOUNTS \$1,294,904.22

**GENERAL REIMBURSEMENT FUND**

Checking account \$6,081.87

**ACTIVITY FUND**

Balance \$75,346.35

**COOPERATIVE FUND**

Balance \$265.00

**Treasurer's Report**  
**LUNCH FUND**

**At the close of Business February 28, 2022**

Cash Balance January 31, 2022	\$47,577.69
Receipts for February	\$27,399.67
Disbursements for February	\$30,075.17
Cash Balance February 28, 2022	\$44,902.19
Ending Bank Balance February 28, 2022	\$44,902.19

**Expenditures for March**

Payroll	\$11,448.19
Accounts Payable	\$14,712.13
Total	\$26,160.32

Check #	Vendor Name	Invoice	Description	Amount
Checking	1			
Checking	1 Fund: 01	GENERAL FUND		
26049	AC&R SPECIALISTS	SV311	REPAIR ICE MACHINE-LOCKERROOM	462.25
			Vendor Total:	462.25
26050	ACTIVITY FUND	17832	PAWS FIELD TRIP	700.00
26050	ACTIVITY FUND	20220215AF	STATE FBLA REGISTRATION	116.00
			Vendor Total:	816.00
26051	AFP WEST CORPORATION	1189	SECURITY MONITORING	374.00
			Vendor Total:	374.00
26052	ANDERSON, KEVIN	20220221ANDE K	SUPPLIES	74.71
			Vendor Total:	74.71
26053	APPEARA	0728506	SUPPLIES	69.49
26053	APPEARA	0730600	SUPPLIES	69.49
26053	APPEARA	732635	SUPPLIES	192.81
26053	APPEARA	734723	SUPPLIES	69.49
			Vendor Total:	401.28
26054	BOILER ROOM SERVICES	5772	REPAIR BOILER	937.00
			Vendor Total:	937.00
26055	CITY OF LYONS	20220210CITY	UTILITIES	7,937.79
			Vendor Total:	7,937.79
26056	CLASSIC CLEAN CARWASH	20220228CLCL EAN	VAN WASHES	32.00
			Vendor Total:	32.00
26057	CNA AUTO SERVICES	64642	RED MINI-SERVICE	58.74
26057	CNA AUTO SERVICES	64648	BUS #20 - SPEAKER BRACKET ASSEMBLY	240.31
26057	CNA AUTO SERVICES	64649	BUS 15 - SEAT BELT ASSEMBLY	333.14
26057	CNA AUTO SERVICES	64670	BUS 20 EXHAUST FLUID	62.20
26057	CNA AUTO SERVICES	64674	VAN #3 SERVICE	94.18
26057	CNA AUTO SERVICES	64677	BUS 20 VISOR LIGHT	35.53
26057	CNA AUTO SERVICES	64754	Gray van service	56.62
26057	CNA AUTO SERVICES	64764	BLUE MINI SERVICE	79.33
			Vendor Total:	960.05
26058	EDUCATIONAL SERVICE UNIT #2	SPED-2021-3	SPED SERVICES	44,404.94
26058	EDUCATIONAL SERVICE UNIT #2	SUBHUB 22FEB 3	SUB HUB	420.00
			Vendor Total:	44,824.94
26059	EDUCATIONAL SERVICE UNIT #2	INDY2021-3	SPED SERVICES	31,679.16
			Vendor Total:	31,679.16
26060	FIRST NATIONAL BANK OMAHA	20220228FNBO	AJAS CR, SUPPLIES, GOOGLE, GAS	41.75
			Vendor Total:	41.75
26061	FRANCISCAN HEALTHCARE	20220228FRAN S	PT SERVICES	1,987.81
			Vendor Total:	1,987.81
26062	GENERAL REIMBURSEMENT FUND	20220228GENE RAL	STUDENT TRAVEL MEALS	140.00
			Vendor Total:	140.00
26063	HOME DEPOT PRO, THE	665850855	SPRAY BOTTLES	4.70
26063	HOME DEPOT PRO, THE	667386387	SQUEEGEE BLADE	40.38
26063	HOME DEPOT PRO, THE	670012012	SQUEEGEES	81.00
26063	HOME DEPOT PRO, THE	670012020	TRASH LINERS	222.00
			Vendor Total:	348.08
26064	J W PEPPER & SONS, INC	363969244	MUSIC	35.00
26064	J W PEPPER & SONS, INC	363993019	MUSIC	60.00
			Vendor Total:	95.00

Check #	Vendor Name	Invoice	Description	Amount
26065	JENSEN PLUMBING & HEATING	20220131JENS	REPAIR GAS LEAK ON ROOF EN	933.47
26065	JENSEN PLUMBING & HEATING	20220225JENS	STOOL FLAPPER EN	10.79
Vendor Total:				944.26
26066	JOSTENS INC	26771784	CREDIT ON RENTAL GOWN-2021	(17.66)
26066	JOSTENS INC	27695724	DIPLOMAS	115.43
26066	JOSTENS INC	27781105	GRADUATION GOWN RENTALS	473.00
26066	JOSTENS INC	27846753	GRAND. GOWN	43.00
Vendor Total:				613.77
26067	KB'S MINI MART, INC.	20220301KBS	GAS/FUEL	4,182.49
Vendor Total:				4,182.49
26068	KSB SCHOOL LAW	11570	LEGAL SERVICES	6,027.83
Vendor Total:				6,027.83
26069	LATHEM TIME CORP	INV-316664	ANNUAL SUBSCRIPTION SUPPORT	508.00
Vendor Total:				508.00
26070	LINCOLN MARRIOTT CORNHUSKER	20220131CORN	NASB WORKSHOP-JV H	106.00
Vendor Total:				106.00
26071	LOU'S SPORTING GOODS	AAH751154- AK02	TRACK UNIFORMS	1,541.00
Vendor Total:				1,541.00
26072	LYONS MIRROR SUN	207146	CLASSIFIED AD/NOTICES	102.55
26072	LYONS MIRROR SUN	207567	NOTICES	75.60
Vendor Total:				178.15
26073	LYONS SAVEMORE MARKET	20220228SAVE	SUPPLIES MORE	19.78
Vendor Total:				19.78
26074	MASTER TEACHER AWARDS & GIFTS	116788359	SUPPLIES	191.85
Vendor Total:				191.85
26075	MATHESON TRI-GAS, INC	51922849	SUPPLIES	371.43
Vendor Total:				371.43
26076	MIDAMERICAN BOOKS	548022	BOOKS	976.80
Vendor Total:				976.80
26077	N A S B	46850	STATE CONFERENCE-JV	178.43
Vendor Total:				178.43
26078	NEBRASKA.GOV	6712482	DRIVERS LIC CHECKS	45.00
Vendor Total:				45.00
26079	ONE SOURCE	PLUS1726- 20220228	BACKGROUND CHECK	33.00
Vendor Total:				33.00
26080	OPC DIRECT.	1073153	TOILET TISSUE	428.05
26080	OPC DIRECT.	1073760	TP DISPENSERS	256.63
26080	OPC DIRECT.	1074070	TP DISPENSERS	211.64
Vendor Total:				896.32
26081	PENDER COMMUNITY HOSPITAL	20220121PEND	EMPLOYEE SERVICES ER	288.00
Vendor Total:				288.00
26082	PITNEY BOWES GLOBAL FINANCIAL	3315240187	POSTAGE MACHINE RENT	252.54
Vendor Total:				252.54
26083	PITNEY BOWES INC	20220301PITN	POSTAGE EY	600.00
Vendor Total:				600.00
26084	PLUNKETT'S PEST CONTROL	7424075	PEST CONTROL	51.88
Vendor Total:				51.88
26085	QUILL CORPORATION	22831159	TONER CARTRIDGE	132.99
26085	QUILL CORPORATION	2283130	SUPPLIES	87.31
26085	QUILL CORPORATION	22893438	SUPPLIES	217.98

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
26085	QUILL CORPORATION	23026345	SUPPLIES	161.95
26085	QUILL CORPORATION	23041031	LABELS	85.98
26085	QUILL CORPORATION	23200797	TONER	42.99
Vendor Total:				729.20
26086	RASMUSSEN MECHANICAL SERVICES	SRV089479	BOILER WORK	1,179.80
26086	RASMUSSEN MECHANICAL SERVICES	SRV089740	BOILER WORK	464.75
26086	RASMUSSEN MECHANICAL SERVICES	SRV090285	BOILER SERVICE	464.75
Vendor Total:				2,109.30
26087	SCOTT'S HARDWARE	233044	SUPPLIES	42.04
26087	SCOTT'S HARDWARE	233343	SUPPLIES	22.53
Vendor Total:				64.57
26088	SIOUX CITY JOURNAL	20220201SCJ	SUBSCRIPTION	97.00
Vendor Total:				97.00
26089	STEINY'S GENERAL STORE	20220301STEI N	SUPPLIES	601.73
Vendor Total:				601.73
26090	TIMM, PAUL	20220228TIMM	TRAVEL EXP	74.26
Vendor Total:				74.26
26091	TOTTEN, BRENDA	20220219TOTT EN	TRAVEL EXP	187.38
Vendor Total:				187.38
26092	TRITON SENSORS, LLC	1001	VAPE DETECTORS	1,487.00
Vendor Total:				1,487.00
26093	US BANK EQUIPMENT FINANCE	466148921	COPIER LEASE	415.79
Vendor Total:				415.79
26094	VOSS LIGHTING	1020954-00	BATTERY	24.84
Vendor Total:				24.84
26095	WASTE CONNECTIONS OF NE, INC.	6196724T054	TRASH REMOVAL	524.67
Vendor Total:				524.67
26096	WEILAND, RUTH	20220301WEIL	SUPPLIES	18.54
Vendor Total:				18.54
26097	WEST POINT NEWS	781887	CLASSIFIED AD	157.65
Vendor Total:				157.65
Fund Total:				115,610.28
Checking Account Total:				115,610.28

Net Payroll	\$169,917.30
Employee Deductions	76,933.85
District SS/Medicare	18,487.94
District Health/Life/HSA	57,404.24
District Retirement	<u>23,234.61</u>
PAYROLL	\$345,977.94
ACCOUNTS PAYABLE	<u>\$115,610.28</u>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$461,588.22</b>
LUNCH FUND	\$ 26,160.32

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Secretary, Board of Education

ATTEST:

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President, Board of Education

February 17, 2022

Lindsey Beaudette, Superintendent  
Lyons-Decatur Northeast Schools

Dear Mrs. Beaudette,

I will be retiring at the end of the 2021-22 school year. My last day will be May 31, 2022.

I have enjoyed my years here at Lyons-Decatur Northeast. My school "family" will always be precious to me.

Sincerely yours,

A handwritten signature in cursive script that reads "Wendy Phillips". The signature is written in black ink and is positioned below the typed name.

Wendy Phillips  
Administrative Assistant

Melissa Smith  
828 W 16th St.  
Wahoo, NE 68066  
(308) 539-3280

Lindsey Beaudette  
Superintendent  
Lyons-Decatur Northeast School  
400 S 5th Street, PO Box 526  
Lyons, NE 68038

March 8, 2022

Dear Mrs. Beaudette,

I am writing you this letter as formal notice of my resignation from my position as library media specialist at Lyons-Decatur Northeast effective at the end of my current contract. After much consideration I have accepted a position at Bennington Elementary for next school year as it will be closer to my home in Wahoo.

I want to thank everyone at LDNE for my 11 years here. I have truly enjoyed working with the staff and students and I am forever grateful for the experiences I have had and friendships I have made. I will always look back on my time here with fond memories. I am extremely proud of my students and will miss them greatly. It was a difficult decision to leave, but ultimately one that I had to make for my family.

I would be more than happy to assist in the search for my replacement if needed. Please contact me if you have any questions. You can reach me via my cell phone at (308) 539-3280 or my personal email address: [melissasmith613@gmail.com](mailto:melissasmith613@gmail.com). Thank you again for all of the wonderful years at Lyons-Decatur Northeast.

Sincerely,

A handwritten signature in cursive script that reads "Melissa S. Smith".

Melissa Smith

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



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

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
\_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
\_\_\_ No \_\_\_ Yes. If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax:( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
\_\_\_ No \_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
\_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART B: AMOUNT OF CARE NEEDED:** When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  No  Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care?  No  Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery?  No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

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Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  No  Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_ No \_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.  
**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Notice of Eligibility and Rights & Responsibilities  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 8/31/2021

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[Part A – NOTICE OF ELIGIBILITY]**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Your own serious health condition;
- Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's hours of service requirement.
  - You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_\_ is/ \_\_\_\_\_ is not enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed (such as documentation for military family leave): \_\_\_\_\_

No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

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

You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_ have/ \_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

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

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - \_\_\_\_\_ the calendar year (January – December).
  - \_\_\_\_\_ a fixed leave year based on \_\_\_\_\_.
  - \_\_\_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
  - \_\_\_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

\_\_\_\_\_ at \_\_\_\_\_.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

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

Designation Notice  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 8/31/2021

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: \_\_\_\_\_

Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

**Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

**The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:**

Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

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

**Please be advised (check if applicable):**

You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

We are requiring you to substitute or use paid leave during your FMLA leave.

You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position  **is**  **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

**Additional information is needed to determine if your FMLA leave request can be approved:**

The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.  
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

Your FMLA Leave request is Not Approved.

The FMLA does not apply to your leave request.

You have exhausted your FMLA leave entitlement in the applicable 12-month period.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Certification of Qualifying Exigency  
For Military Family Leave  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309.

Employer name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 CFR 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: \_\_\_\_\_  
First Middle Last

Name of military member on covered active duty or call to covered active duty status:  
\_\_\_\_\_  
First Middle Last

Relationship of military member to you: \_\_\_\_\_

Period of military member's covered active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or call to covered active duty status.

- A copy of the military member's covered active duty orders is attached.
- Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.
- I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

**PART A: QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

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2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.

Yes       No       None Available

**PART B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: \_\_\_\_\_

Probable duration of exigency: \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?

Yes       No

If so, estimate the beginning and ending dates for the period of absence:

---

3. Will you need to be absent from work periodically to address this qualifying exigency?    Yes     No

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

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Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours \_\_\_\_\_ day(s) per event.

**PART C:**

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Describe nature of meeting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART D:**

I certify that the information I provided above is true and correct.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

Certification for Serious Injury or  
Illness of a Current  
Servicemember - -for Military Family Leave  
(Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



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

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**Notice to the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave**

**INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave:**

(This section must be completed first before any of the below sections can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

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Name of Employee Requesting Leave to Care for the Current Servicemember:

---

First

Middle

Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

---

First

Middle

Last

Relationship of Employee to the Current Servicemember:

Spouse  Parent  Son  Daughter  Next of Kin

**Part B: SERVICEMEMBER INFORMATION**

- (1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?  
Yes  No

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

---

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

Yes  No

If yes, please provide the name of the medical treatment facility or unit:

---

- (2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?  
Yes  No

**Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER**

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

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**SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).**

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider’s Name and Business Address:

\_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**PART B: MEDICAL STATUS**

(1) The current Servicemember’s medical condition is classified as (Check One of the Appropriate Boxes):

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

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

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

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

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probable duration of condition and/or need for care: \_\_\_\_\_

(5) Is the servicemember undergoing medical treatment, recuperation, or therapy for this condition? Yes  No

If yes, please describe medical treatment, recuperation or therapy:

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**PART C: SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER**

(1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes  No

If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_

(2) Will the servicemember require periodic follow-up treatment appointments? Yes  No

If yes, estimate the treatment schedule: \_\_\_\_\_

(3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes  No

(4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?  
Yes  No

If yes, please estimate the frequency and duration of the periodic care:

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**Signature of Health Care Provider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Family and Medical Leave Act)

U.S. Department of Labor Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE EMPLOYEE

OMB Control Number: 1235-0003 Expires: 8/31/2021

Notice to the EMPLOYER

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

SECTION I: For completion by the EMPLOYEE and/or the VETERAN for whom the employee is requesting leave

INSTRUCTIONS to the EMPLOYEE and/or VETERAN: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

(This section must be completed before Section II can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and address of employer (this is the employer of the employee requesting leave to care for a veteran):

\_\_\_\_\_

Name of employee requesting leave to care for a veteran:

\_\_\_\_\_
First Middle Last

Name of veteran (for whom employee is requesting leave):

\_\_\_\_\_
First Middle Last

Relationship of employee to veteran:

Spouse [ ] Parent [ ] Son [ ] Daughter [ ] Next of Kin [ ] (please specify relationship):

**Part B: VETERAN INFORMATION**

- (1) Date of the veteran's discharge:  
\_\_\_\_\_
- (2) Was the veteran **dishonorably** discharged or released from the Armed Forces (including the National Guard or Reserves)? Yes  No
- (3) Please provide the veteran's military branch, rank and unit at the time of discharge:  
\_\_\_\_\_
- (4) Is the veteran receiving medical treatment, recuperation, or therapy for an injury or illness?  
Yes  No

**Part C: CARE TO BE PROVIDED TO THE VETERAN**

Describe the care to be provided to the veteran and an estimate of the leave needed to provide the care:

\_\_\_\_\_  
\_\_\_\_\_

**SECTION II: For completion by: (1) a United States Department of Defense (“DOD”) health care provider; (2) a United States Department of Veterans Affairs (“VA”) health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider; or (5) a health care provider as defined in 29 CFR 825.125.**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran. For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is:

- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
- (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (iii) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans’ Affairs Program of Comprehensive Assistance for Family Caregivers.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran’s serious injury or illness includes written documentation confirming that the veteran’s injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA military caregiver leave coverage. Limit your responses to the veteran’s condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

(Please ensure that Section I has been completed before completing this section. Please be sure to sign the form on the last page and return this form to the employee requesting leave (See Section I, Part A above). **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**)

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health care provider’s name and business address:

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Please indicate if you are:

a DOD health care provider

a VA health care provider

a DOD TRICARE network authorized private health care provider

a DOD non-network TRICARE authorized private health care provider

other health care provider

**PART B: MEDICAL STATUS**

Note: If you are unable to make certain of the military-related determinations contained in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as, DOD Recovery Care Coordinator) or an authorized VA representative.

(1) The Veteran's medical condition is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating.
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
- An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
- None of the above.

(2) Is the veteran being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probable duration of condition and/or need for care: \_\_\_\_\_

(5) Is the veteran undergoing medical treatment, recuperation, or therapy for this condition? Yes  No

If yes, please describe medical treatment, recuperation or therapy:

\_\_\_\_\_

**PART C: VETERAN'S NEED FOR CARE BY FAMILY MEMBER**

"Need for care" encompasses both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport him or herself to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

(1) Will the veteran need care for a single continuous period of time, including any time for treatment and recovery? Yes  No

If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_

(2) Will the veteran require periodic follow-up treatment appointments? Yes  No

If yes, estimate the treatment schedule: \_\_\_\_\_

- (3) Is there a medical necessity for the veteran to have periodic care for these follow-up treatment appointments?  
Yes  No
- (4) Is there a medical necessity for the veteran to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? Yes  No

If yes, please estimate the frequency and duration of the periodic care:

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Signature of Health Care Provider: \_\_\_\_\_ Date: \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYEE REQUESTING LEAVE (As shown in Section I, Part "A" above).**

## **4000 Series Policies**

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4020	Ownership of Copyrighted Works
4021	[Intentionally Left Blank]
4022	Certification
4023	Professional Ethics
4024	Teachers' Rights, Responsibilities & Duties.
4025	Superintendent
4026	[Intentionally Left Blank]
4027	Part-Time Certificated Employees
4028	Substitute Teachers
4029	Salary Schedule for Certificated Employees
4030	Evaluation of Certificated Employees
4031	Evaluation of Probationary Certificated Employees
4032	Professional Growth
4033	[Intentionally Left Blank]
4034	Teacher Handbook
4035	Intentionally Left Blank Policy
4036	[Intentionally Left Blank]
4037	Reduction in Force
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- 4042 Employee Social Security Numbers
- 4043 Professional Boundaries Between Employees and Students
- 4044 Political Activity by Staff Members
- 4045 Milk Expression
- 4046 Internet Searches Regarding Potential Employees
- 4047 [Intentionally Left Blank]
- 4048 Assessment Administration and Security
- 4049 This number intentionally left blank
- 4050 Overtime and Compensatory Time
- 4051 Use of Social Media by School District Employees
- 4052 Job References to Prospective Employers
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- 4062 Locker Room Supervision

## FORMS INDEX

<b>4000 Series Forms</b>	<b>Related Policy</b>
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## M E M O R A N D U M

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The following is a description of the policies in the 4000 series.

**Policy 4001. [Intentionally Left Blank].**

**Policy 4002. Drug Free Workplace.** This policy satisfies the federal law requirement that school districts have a policy which prohibits the possession of illegal drugs and the improper use of alcohol. Federal regulations require employers to provide all employees with a copy of this policy. Be sure to either distribute copies of this policy or to reproduce it in your staff handbook.

**Policy 4003. Drug Testing of Drivers.** This policy satisfies the federal law requirement that school districts have a policy that requires drivers to be free from drug and alcohol abuse and that prohibits the possession of unlawful drugs on school property. It sets forth the protocol for requiring and administering testing of drivers. You should review it carefully, and update it as necessary to ensure it is consistent with the terms and procedures of your district's drug and alcohol testing program.

**Policy 4004. Employment of Relatives.** This policy addresses the employment of relatives, "domestic partners" and "significant others." It states that both may be employed but, as a general rule, one should not manage, supervise, or report directly to the other. This policy is not required by law and the board and the superintendent have the authority to modify the policy to fit the practice of the school district.

**Policy 4005. Communication between Board and District Employees.** This policy refers employees to the board's policy on chain of command for raising employment-related issues. It acknowledges that employees have the same right to communicate with the board about matters of public concern as other patrons of the district but it requires them to submit their communications about employment-related issues pursuant to the board's other policies on complaints, chain of command, grievances and the like before the employee can communicate with the board. This is proper

procedure but it will require the commitment of board members to follow it if it is to be effective.

**Policy 4006. Insurance.** This policy requires the district to purchase workers' compensation insurance in compliance with statutory requirements. It authorizes the board to purchase insurance coverage that it has agreed to provide pursuant to negotiations with teacher association and such other insurance as it deems appropriate.

**Policy 4007. Personnel Records.** This policy complies with the requirements of section 79-8,109 regarding the confidentiality of the contents of teachers' files. It states that the school attorney is "school official" so that the attorney may have access to personnel records when that is necessary for employment-related purposes.

**Policy 4008. Outside Employment.** Though school districts may not prohibit teachers from holding jobs outside the school district, they may require teachers to give precedence to their school employment, to avoid conflicts of interest, and to comply with statutory requirements and restrictions. It includes the statutory restrictions on a teacher's tutoring a student in his/her class for compensation. It prohibits teachers selling, soliciting or promoting the sale of goods or services to students or using their influence with the students or parents to do so. It also addresses the ownership of written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district. This sometimes becomes an issue when a teacher develops something on school time that he or she wants to sell.

**Policy 4009. Restrictions on Employees Receiving Gratuities.** This policy requires employees to inform the superintendent of receipt of any gift or bonus merchandise with a value of more than \$50. The board may set the threshold value at any level it wishes. Rule 27 of the Department of Education states that teachers may not accept any gift which will impair the professional judgment of the recipient. We have incorporated that standard into this policy.

**Policy 4010. Inclement Weather.** The board has authority to determine whether staff members are required to report on days school is closed for inclement weather. The policy has two options, one which requires staff members to report unless told otherwise by the superintendent. The second does not require staff members to report unless told otherwise by the superintendent. You must select the option which aligns with your practices.

**Policy 4011. Family Medical and Military Leave.** Federal law requires school districts to have a policy on their rights under the Family and Medical Leave Act. Congress amended the initial Family and Medical Leave Act to entitle employees to leave related to military service. Nebraska also has a Family Military Leave Act, which is addressed in a stand-alone policy.

Schools have very little discretion under the law and the primary decision for them to make is defining the 12-month period for determining eligibility. In section I(A)(2), we defined this period as “the 12-month period measured forward from the date such employee's first FMLA leave begins.” In our experience, this is the most advantageous choice for school districts.

**Forms:** We recommend that you use the forms offered by the Department of Labor. While you can use your own forms, there is no advantage in doing so. In fact, in some cases, asking for additional information not requested on the DOL’s forms can violate the law.

Once the school acquires knowledge that the leave is being requested for a FMLA-qualifying reason, we suggest you work with your human resource personnel or legal counsel to determine if the employee provided appropriate notice of the need for leave and to determine if any special school rules apply.

After the preliminary review, you must notify the employee, preferably using [Form WH-381](#) (Notice of Eligibility and Rights & Responsibilities) from the [DOL Website](#). This notice must be provided within 5 business days of initial request for leave or when you acquire knowledge of the FMLA-qualifying reason. Advise the employee of his or her eligibility status. If the employee is not eligible, you must state the reason why. Include a copy of your FMLA Policy with Form WH-381.

In addition to the Notice, you should deliver the appropriate certification form from the following selections:

- [Employee’s Serious Health Condition \(WH-380-E\)](#)
- [Family Member’s Serious Health Condition \(WH-380-F\)](#)
- [Qualifying Exigency for Military Family Leave \(WH-384\)](#)
- [Serious Injury or Illness of Current Servicemember \(WH-385\)](#)
- [Serious Injury or Illness of a Veteran for Military Caregiver Leave \(WH-385-V\)](#)

Include a written job description (preferred) with the Certification or list the essential functions of the job in the Certification.

When the employee returns the Certification, work with human resources or your legal counsel to determine if it is timely; whether it is clear, complete, and sufficient; and whether it would be appropriate to seek a second opinion.

Once you have completed the review, complete and deliver Designation Notice ([Form WH-382](#)).

**Policy 4011.1. Nebraska Family Military Leave.** The Nebraska Military Leave Act has some key differences from the FMLA, which is why we created a stand-alone policy to cover this separate, state-created form of leave. Any employee with an immediate family member with deployment orders for 179 days or more is entitled to this unpaid leave under state law. The policy outlines specific leave timelines, as well as notice requirements for the employee.

**Policy 4012. Staff Internet Use.** This policy addresses school employees' use of the district's computers and networks. It addresses "on duty" versus "off duty" use, including requirements which extend to the employees even when they are using the resources personally while off duty. Employee use of social media is broken out separately in policy 4051, but this policy addresses staff websites (e.g. Wordpress pages) that are operated by teachers for their classrooms.

**Policy 4013. Grievance Policy.** Though employees do not file grievances very often, it is important for a school district to have a policy defining a grievance and setting forth the procedure to processing it. Our policy limits grievances to allegations that there has been a violation of the negotiated agreement or a board policy. **Many districts have a grievance procedure in their negotiated agreement, which is our recommendation to clients. If you do, you should not adopt this policy and should instead leave this policy number blank.** Grievance procedures are a mandatory subject of bargaining so if you do not have a grievance procedure in your negotiated agreement and the teachers' union asks to include one in your collective bargaining agreement, you must agree to do so. We think this is best practice, as well.

**Policy 4014. [Intentionally Left Blank]**

**Policy 4015. Employment of Board Members.** Section 79-544 of the statutes prohibits a board member from being employed by a contract to teach as a teacher in a school district where he or she also serves on the board. We interpret section 79-544 to permit a board member to serve as a substitute teacher in his or her district, but not as a teacher on a regular teaching contract. Section 79-544 states:

No member of a school board shall be engaged in a contract to teach pursuant to sections 79-817 to 821 with the school district which he or she serves as a board member.

**Two Versions of Policy 4015.** We have provided two versions of policy 4015. One version prohibits board members from being employed by the district in any capacity, classified or certified. The other version permits board members to be employed as substitute teachers and as classified employees. The board may choose one of the two versions or may modify the policy as it sees fit – that is discretionary with the board.

**Policy 4016. Jury Duty and Witness in Court.** This policy states the state statutory requirement that an employee who has been called for jury duty will be paid his/her wages or salary while serving on a jury. It requires the employee to sign over to the district his/her compensation as a juror (but not expense payments).

The second paragraph of the policy states that an employee who has been subpoenaed to testify in court will be entitled to one day of paid leave. It requires the employee to sign over to the district his/her witness fee (but not expense payments). This is optional with the district and is not required by statute. Boards should check their leave policies to see whether such an absence is covered by a leave policy or a provision of the negotiated agreement.

**Policy 4017. Relations with Collective Bargaining Associations.** This policy states that the board will negotiate with recognized employee associations and “will allow associations to make reasonable use of district facilities for meetings outside the school’s and the employees’ work hours.” It states that the associations will be responsible for paying the district for “all supplies used, damage caused, or the loss or theft of borrowed property.” Though it is common for schools to permit employee associations to use school facilities for their meetings, we have found it to be rare that associations are responsible for paying for all supplies, damage to property and loss of property.

**Policy 4018. Corporal Punishment.** State statute prohibits corporal punishment. This policy prohibits corporal punishment and defines it as that term was defined by the Nebraska Supreme Court.

**Policy 4019. Workplace Injury Prevention and Safety Committee.** School districts are statutorily required to have safety committees. This policy repeats the statutory requirement that the safety

committee be set up through the collective bargaining process. Additionally, the statute requires employees serving on safety committees be paid their “regular hourly wage” for safety committee work. We interpret that to mean that so long as your safety committee meets during the regular work day, staff members are not entitled to additional compensation for this committee work.

**Policy 4020. Ownership of Copyrighted Words.** Works created by employees of the school district are considered “work for hire.” A work made for hire is defined as a work prepared by an employee within the scope of his or her employment. 17 U.S.C. § 101. Thus, the school owns all of the results of the work of a teacher if the teacher produced the work within the scope of his or her employment. It would be inefficient to require a new teacher to reproduce questions, lesson plans, or a syllabus each time a new teacher is hired. Policy 4020 makes this provision of law clear and allows the district under certain unusual circumstances to share ownership of the “work for hire” with an employee.

The policy also states that if a staff member shares the school’s property on in-state collaborative learning platforms like Safari Montage, distance learning, or an ESU curriculum collaborative, the school district still owns the material but has granted a license to other educational entities to use it. This protects both the school district other educational partners within the state.

**Policy 4021. [Intentionally Left Blank]**

**Policy 4022. Certification.** This policy repeats the statutory requirement that educators must be certified by the Nebraska Department of Education. A key element is that it requires them to maintain all their endorsements and prohibits them from permitting any endorsement to lapse or from removing it from their certificates. It also permits the board or superintendent to require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

**Policy 4023. Professional Ethics.** This policy adopts the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, as the minimum standards for all certificated staff members of the school district. It requires all certified employees to read, understand, and comply with these standards. In our experience, this policy can be very helpful in personnel cases.

**Policy 4024. Teachers' Rights, Responsibilities & Duties.** This policy is a generally-worded statement about the broad responsibilities of certificated employees.

**Policy 4025. Superintendent.** This policy articulates the general responsibilities of the superintendent of schools. We recommend that you place specific performance expectations into compare it to any current description of the superintendent's responsibilities.

**Policy 4026. [Intentionally Left Blank]**

**Policy 4027. Part-Time Certificated Employees.** This policy addresses various issues regarding part-time certified employees such as their compensation, benefits, acquisition of permanent (tenured) status, movement on the salary schedule, attendance at in-service meetings, faculty meetings, school activities, etc. It states that a part-time teacher is responsible for attending "in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation." We have encountered instances when teachers who teach half a day expect to be paid for attending meetings that are scheduled during the other half of the day.

**Policy 4028. Substitute Teachers.** This policy defines the term substitute teachers and states the board's authority to establish their pay and benefits.

**Policy 4029. Salary Schedule for Certificated Employees.** This policy defines the limitation of advancing one step vertically on the salary schedule per year, the requirements for teachers to advance horizontally on the salary schedule, the requirement to earn a masters degree to move past the BA columns, and the requirements to move past the MA column on the salary schedule.

**Policy 4030. Evaluation of Certificated Employees.** This policy sets forth requirements of statute and the Nebraska Department of Education regarding the evaluation of certificated employees.

**Policy 4031. Evaluation of Probationary Certificated Employees.** This policy sets forth requirements of statute and the Nebraska Department of Education regarding the evaluation of probationary certificated employees. It also adds some definitions that are not provided by statute or the rules of the Nebraska Department of Education.

**Policy 4032. Professional Growth.** Certificated employees are required to show evidence of professional growth every six years after they become permanent (tenured). Six hours of college credit automatically count toward meeting this requirement and, at its discretion, the board may count other activities such as non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, and travel of significant educational value. This policy addresses those issues.

**Policy 4033. [Intentionally Left Blank]**

**Policy 4034. Staff Handbook.** This policy is a general statement that the superintendent or a designee will see to the formulation of a staff handbook. It also makes clear that the handbook has the force of board policy.

**Policy 4035. [Intentionally Left Blank]**

**Policy 4036. [Intentionally Left Blank]**

**Policy 4037. Reduction in Force.** A school district must have a reduction in force policy in order to reduce certificated staff. Policy 4037 is a general reduction in force policy. The Nebraska statute on school district reduction-in-force policies states, "If employee evaluation is to be included as a criterion to be used for reduction in force, specific criteria such as frequency of evaluation, evaluation forms, and number and length of classroom observations shall be included as part of the reduction-in-force policy." The highlighted section of policy 4037 recites these requirements. We generally recommend against using evaluations as part of staff reductions for legal and practical reasons. Therefore, we would prefer that you delete the highlighted wording, but this is ultimately a decision for the board. Districts who use evaluation instruments as part of the reduction-in-force process are more likely to face legal challenge on the procedure and on the merits of the evaluation process.

**Policy 4038. Classified Staff Defined.** This policy defines the term "classified staff" as all employees other than certificated teachers and administrators. It states that they are employed at will, and their employment may be amended or terminated at any time and without any cause. We believe that classified staff members must be treated fairly, but strongly oppose giving them due process rights because hearings can prove very costly and divisive.

**Policy 4039. Employment of Classified Staff.** This policy authorizes the superintendent or designee to hire, discipline, and discharge classified staff members “to meet personnel needs consistent with the district’s budget, instructional needs, and non-instructional operations.”

**Policy 4040. Employment Terms for Classified Staff.** This policy is optional. It defines the terms of employment for classified staff members. It must be reviewed carefully and changed as necessary to make sure that it conforms to the school district’s practices.

**Policy 4041. Staff Dress and Appearance.** This policy provides two options to choose from regarding staff dress code. The options are similar, but the first is more formal (requiring ties for men, for example) and the second is less formal to account for things like polo shirts. You should select the version which conforms to the school district’s practices. If your district has different or additional standards related to staff dress and appearance, contact us and we will assist you in creating a customized policy.

**Policy 4042. Employee Social Security Numbers.** This policy states the statutory prohibition against an employer using or publishing an employee’s social security number except under certain specified circumstances. It affirms that the district will comply with this law and take reasonable steps to protect the confidentiality of employees’ social security numbers. However, neither state law nor this policy prohibits the district from using the last four digits of an employee’s social security number as an employee identification number or in any other reasonable manner.

**Policy 4043. Professional Boundaries Between Employees and Students.** Establishing standards of behavior and professional boundaries between employees and students has become increasingly important over the past several years. This policy endeavors to describe those standards and boundaries.

**Policy 4044. Staff Election Conduct.** The Nebraska Accountability and Disclosure Act sets out specific limitations regarding the use of school property or resources in election or ballot issues. This policy endeavors to describe the behavior that is prohibited.

**Policy 4045. Milk Expression.** This policy states the new federal requirement that the district provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child’s birth.

**Policy 4046. Internet Searches Regarding Potential Employees.**

This policy authorizes administrators and members of a hiring committee to conduct internet research about job applicants, and it sets forth the procedure and limitations for doing so. This includes a prohibition against requiring job applicants to provide their usernames and passwords to personal social media accounts.

**Policy 4047. [Intentionally Left Blank]**

**Policy 4048. Assessment Administration and Security.** This policy sets forth the obligations of certificated staff regarding testing and assessments to measure students' knowledge, skills or abilities.

**Policy 4049. [Intentionally Left Blank]**

**Policy 4050. Overtime and Compensatory Time.** The federal Fair Labor Standards Act governs the compensation of non-exempt employees. This policy requires that all overtime work be authorized by an employee's supervisor before it may be performed. It authorizes the school district to use compensatory time in lieu of overtime pay. It states the statutory requirement that an employee be paid for unused compensatory time when he or she terminates employment.

**Policy 4051. Use of Social Media by School District Employees.**

As with the use of the internet and computers, the use of social media by school district employees has become of great relevance and importance to school districts over the past several years. This policy defines what is a "school owned" versus a "personal" social media account and states that the school district will not require staff members to provide the username or password to personal social media accounts.

**Policy 4052. Job References to Prospective Employers.**

This policy addresses requests for job references or employment history. The administrator will either provide a references in compliance with this policy or will forward the request to the Superintendent. If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release the information, the district will provide the information unless otherwise prohibited.

This policy includes a prohibition against assisting an employee with obtaining a job when the school has probable cause to believe the employee engaged in sexual misconduct related to a student or minor in violation of the law, as required by Elementary and Secondary Education Act of 1965 (ESEA) as reauthorized through the Every Student Succeeds Act (ESSA). The statute

requiring this prohibition permits districts to recognize an exception in limited circumstances, which is included as an optional paragraph. The statute does not require that the school adopt the exception, as the school may take a more protective approach than that required by statute. You should review the policy carefully to determine whether you wish to adopt the required prohibition with, or without, the exception.

**Policy 4053. Conflict of Interest.** This policy sets out the conditions that an employee would have to meet to be deemed to have a business or financial conflict of interest.

**Policy 4054. Reporting Child Abuse or Neglect.** This policy addresses the reporting procedures for school employees to report child abuse or neglect should they have reasonable cause to believe that a child has been subjected to such abuse or neglect. Often teachers would prefer that an administrator make the report of suspected child abuse and the school district has an institutional interest in tracking the reports made about its students. This policy makes it clear that (1) staff must always tell the principal when they suspect abuse or neglect and (2) staff must also either report the abuse or neglect or cause a report to be made to the authorities by another person. That allows the district to have one staff member or administrator to report the observations of multiple employees.

**Policy 4055. Head Teacher.** This policy addresses creating a position for a Head Teacher. This policy is optional and is not necessary if you do not use a head teacher in your chain of command.

**Policy 4056. Resignation of Certificated Staff.** This policy addresses the process for Certificated Staff to provide their resignation as early as possible to allow the district to find suitable replacements. Please note there are two paragraphs to choose from. Please make sure to select one.

Philosophically, we prefer not to release teachers after the April 15 deadline since the teachers' union would never agree to extend the notice deadline to teachers. However, this is a matter for the board to decide. You should be sure to check your negotiated agreement to be sure that there is not a provision in that document which gives teachers the right to resign late. If there is, you should revise this policy (or call us to revise it) to ensure that it is consistent with your negotiated agreement.

**Policy 4057. Superintendent Evaluation.** This policy addresses how a superintendent shall be evaluated and how often the evaluation needs to

take place. The dates in this policy can be changed to conform to your district's practice and the superintendent's employment contract. We strongly encourage boards to evaluate superintendents at or prior to the January board meeting since many superintendents' contracts automatically renew in February or March.

Please read carefully the process we have described in the section headed "evaluation procedures." This policy contemplates that each board member will individually complete an evaluation instrument and that the board president will then compile the individual ratings into a final document. This is not the only lawful process – if your board has a different practice please let us know so that we can assist in revising this policy for you. Your board should also discuss what the board president will do with the individual board members' evaluation drafts. Your board's practices may affect your requirement to disclose each individual's draft evaluations under Nebraska's public records laws.

**Policy 4058. Confidentiality in Counseling and Guidance.** We have had a few guidance counselors mistakenly believe that they discharge their obligation to report suspected child abuse and neglect if they discuss the situation with the student's parents. That is not true. This policy makes the counselor's obligation to report explicit.

**Policy 4059. Suicide Prevention Training.** Nebraska statute requires the Nebraska Department of Education to provide annual suicide prevention training to schools. The statute provides, "Beginning in school year 2015-16, all public school nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel shall receive at least one hour of suicide awareness and prevention training each year." It is up to the board to determine who constitutes "other appropriate personnel." The Department of Education's school safety center recommends that "[a]ny school staff member having contact with students" participate in this training, including "para-professionals, administrative/secretarial staff, bus drivers, custodians, kitchen staff, etc." The attached policy lists all of the staff members who are required to complete the suicide awareness training. The highlighted positions are staff members who your board *may* deem to be "appropriate personnel" to receive the staff. If there are positions which you determine to not be an appropriate staff member to participate in suicide awareness training, please delete it from the version of the policy that your board adopts.

**Policy 4060. School Vehicle Use.** This policy is optional and provides certain standards for use of school vehicles in circumstances when students are not being transported. For example, it states that drivers with certain

convictions or “points” against their driver’s license are not allowed to operate school vehicles. We know some insurance companies also have screening processes for staff members which determine who can drive school vehicles. You should consider this policy and the multiple options within it carefully. If you believe your insurance company’s screening process is sufficient, this policy is not required. However, you should still review it to be sure.

**Policy 4061. Workplace or Non-Workplace Injuries or Illness and Return to Work.** This policy discusses reporting injuries both by the injured employee and any witnesses. It addresses circumstances when an employee may be given a modified or limited duty assignment or may be terminated before or after the employee is otherwise able to return to work. It also contains provisions for non-workplace injuries or illness. You can use the accompanying “Return to Work” form in most, if not all, return to work circumstances relating to workplace injury or non-workplace injury or illness.

**Policy 4062. Locker Room Supervision.** We have been stressing the importance of supervising locker rooms for many years at our school district presentations and inservices. Many hazing and bullying incidents occur in unsupervised or poorly supervised locker rooms. Some incidents are serious enough to result in litigation. It is important that the school’s practice matches its policy, so this policy should be modified to fit your practice in the event you choose to adopt it.

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

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

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

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

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

Adopted on: July 11, 2022  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **4003 Drug Policy Regarding Drivers**

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

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

The Superintendent may be contacted at 402-687-2363.

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

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

receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

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

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

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

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include

the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

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

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

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

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

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

**Serious Injury to the Driver.** If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

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

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

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

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

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

Adopted on: July 11, 2022

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

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

## **4004 Employment of Relatives, Domestic Partners and Significant Others**

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

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

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

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

Adopted on: July 11, 2022

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

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

## **4005**

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

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

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

Adopted on: July 11, 2022

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

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

**4006**  
**Insurance**

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

Adopted on: July 11, 2022

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

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

**4007**  
**Personnel Records**

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

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

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

Adopted on: July 11, 2022

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

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

## **4008 Outside Employment**

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

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

Adopted on: July 11, 2022

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

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

**4009**  
**Restrictions on Employees Receiving Gratuities**

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

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

Adopted on: July 11, 2022

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

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

**4010**  
**Inclement Weather**

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

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

Adopted on: July 11, 2022

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

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

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

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

**B. Qualified Circumstances Necessitating Leave**

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
  - a. For birth of a son or daughter, and to care for the newborn child;
  - b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or
  
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

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

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

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

### **C. Limitations on Leave**

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

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

**D. Qualifying Notice and Certification**

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

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

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

**E. Scheduling Leave**

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

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

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

**B. Substitution of Paid Leave**

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

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

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

**C. Group Health Plan Benefits**

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

**D. Intermittent or Reduced-Schedule Leave**

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

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

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

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

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

### **III. Return from Leave**

#### **A. Restoration to Position**

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

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

**B. Denial of Restoration**

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

**C. Failure to Return from Leave**

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

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

#### **IV. Notice to Employees**

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

Adopted on: July 11, 2022

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

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

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

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

**I. Qualifying for Leave**

A. Qualified Employees

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

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

B. Qualified Circumstances for Requesting Leave

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

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

C. Qualifying Notice and Certification

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

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

**II. Relationship with District During Leave**

A. Leave to Be Unpaid

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

B. Benefits

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

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

### **III. Return from Leave**

#### **A. Restoration to Position**

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

#### **B. Failure to Return**

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

Adopted on: July 11, 2022

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

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

## **4012 Staff Internet and Computer Use**

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

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

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

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

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

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

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

## **II. School Affiliated Websites**

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

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

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

## **III. Enforcement**

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

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

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

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

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

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

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

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

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

Adopted on: July 11, 2022

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

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

**4015**  
**Prohibition Against Employment of Board Members**

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

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

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

Adopted on: July 11, 2022

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

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

**4015**  
**Prohibition Against Employment of Board Members**

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-544 of the statutes prohibits a board member from being engaged in a contract to teach pursuant to sections 79-817 through 79-821 with the school district where he or she also serves on the board.

A conflict of interest is also created when a board member serves simultaneously as both a board member and an employee in any capacity, whether certified or non-certified. Therefore, a board member shall not be employed by the school district when serving on the board. If an employee is elected or appointed to the board, his or her employment shall be terminated upon being seated on the board. Because of the conflict that is created by a board member applying for employment while sitting on the board, a board member who wishes to apply for employment shall be required to resign from the board before applying.

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

Adopted on: July 11, 2022

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

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

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

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

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

Adopted on: July 11, 2022

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

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

## **4017**

### **Relations with Employee Collective Bargaining Associations**

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

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

Adopted on: July 11, 2022

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

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

**4018**  
**Corporal Punishment**

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

Adopted on: July 11, 2022

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

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

## **4019 Workplace Injury Prevention and Safety Committee**

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

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

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

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

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

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

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

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

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

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

Adopted on: July 11, 2022

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

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

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

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

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

Adopted on: July 11, 2022

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

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

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

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

Adopted on: July 11, 2022

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

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

**4023**  
**Professional Ethics**

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

Adopted on: July 11, 2022

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

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

## **4024**

### **Teachers' Rights, Responsibilities and Duties**

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

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

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

Adopted on: July 11, 2022

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

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

**4025**  
**Superintendent**

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

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

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

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

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

Adopted on: July 11, 2022

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

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

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

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

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

**Salary.** The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association.<sup>1</sup> The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

**Horizontal Movement on the Salary Schedule.** A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule, and according to the applicable district policies.

**Attendance at In-service Meetings, Faculty Meetings, and School Activities.** A part-time teacher is responsible for attending in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

**Continuation of Employment.** The school district administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

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Adopted on: July 11, 2022

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

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

**4028**  
**Substitute Teachers**

A substitute teacher is an educator who possesses the required certification from the Nebraska Department of Education and is employed to fill a teaching position on a temporary basis. The board shall establish the pay and benefits for substitute teachers.

Adopted on: July 11, 2022

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

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

## 4029 Salary Schedule for Certificated Employees

The board of education recognizes the "salary schedule" and related provisions for compensation currently in effect resulting from negotiations between the board and the education association. This policy is intended to supplement the terms and conditions contained in the collective bargaining agreement. If there is any conflict between the terms of this policy and the collective bargaining agreement, the terms of the negotiated agreement shall control.

**Horizontal Advancement.** Teachers who wish to advance horizontally on the salary schedule must notify the superintendent in writing prior to May 15 of the preceding school year. The teacher must furnish the superintendent with college transcripts by September 20 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by September 20, the teacher must provide the superintendent with written confirmation by September 20 from a college official attesting that the teacher has satisfactorily completed the courses.

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

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

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

**Vertical Advancement.** A teacher may advance only one step vertically on the schedule in any year. One semester of experience in the Lyons-Decatur System may qualify for advancement on the schedule equal to one year of experience. The Board of Education may choose to hold a teacher on a step for a one-year period based on past

performance in the system. The teacher is to either be released or allowed to move one step on the schedule at the end of the one-year period.

Adopted on: July 11, 2022

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

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

## **4030 Evaluation of Certificated Employees**

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

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

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

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

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

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

Adopted on: July 11, 2022

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

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

**4031**  
**Evaluation of Probationary Certified Employees**

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

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

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

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

Adopted on: July 11, 2022

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

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

**4032**  
**Professional Growth**

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

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

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

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

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

Adopted on: July 11, 2022

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

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

**4034**  
**Staff Handbook**

The superintendent or designee shall annually formulate, review and revise a staff handbook that will contain information about the district's employment policies and practices. The staff handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: July 11, 2022

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

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

## **4037 Reduction In Force**

The board of education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number or percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.
2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.
3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.
  - a. Programs to be offered;
  - b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the

endorsement(s) shown on each teacher's Nebraska Teaching Certificate;

- c. State and federal laws or regulations that may mandate certain employment practices;
- d. Involvement in the programs and activities sponsored by the school district;
- e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district;
- f. The organizational and educational effect caused by multiple part-time certificated employees;
- g. Any other reasons that are rationally related to the instruction in or administration of the school district.

4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.

- a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.
- b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.
- c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
- d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. **Rights of Recall.**

- a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.

- b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
  - c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.
  - d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.
6. **Current Teaching Certificate.**
- a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.
  - b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.
7. **Address Records.**
- a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
  - b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: July 11, 2022

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

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

**4038**  
**Classified Staff Defined**

The term "classified staff" means all employees other than certificated teachers and administrators. Classified staff employees are employed at will, and their employment may be amended or terminated at any time and without any cause.

Adopted on: July 11, 2022

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

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

**4039**  
**Employment of Classified Staff**

The superintendent or designee shall hire classified staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations. The superintendent or designee may, but is not required to, conduct a criminal background check on any classified staff applicant, provided that such check shall occur only after the school district has determined that the applicant meets the minimum employment qualifications. This policy shall not prevent the school district from requiring an applicant to disclose his or her criminal record or history relating to sexual or physical abuse prior to any minimum employment qualification determination.

The superintendent or designee shall discipline and discharge classified staff as appropriate.

Adopted on: July 11, 2022

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

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

**4042**  
**Employee Social Security Numbers**

Nebraska law prohibits employers from using or publishing an employee's social security number except under certain specified circumstances. This district shall comply with this law and take reasonable steps to protect the confidentiality of employees' social security numbers. However, neither state law nor this policy prohibits the district from using the last four digits of an employee's social security number as an employee identification number or in any other reasonable manner.

Adopted on: July 11, 2022

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

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

## 4043

### **Professional Boundaries and Appropriate Relationships Between Employees and Students**

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

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

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

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

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

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

**Communication Between Employees and Students.** The preferred methods for employees to communicate with students are in person, through school e-mail accounts, and other preferred modes of communication. Employees may use the following personal communication systems to

communicate with students: school e-mail accounts, Google classroom, and other approved personal communication systems. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

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

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

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

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

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

Law Enforcement. Reports may be made to the Burt County Sheriff at (402) 374-2900 or the Nebraska State Patrol at (402) 331-3333.

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

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

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

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

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

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

Adopted on: July 11, 2022

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

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

## **4044 Political Activity by Staff Members**

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

The following activities are prohibited during an employee's work time (including duty-free lunch and planning periods):

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.
2. Discussing with students opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.
3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).
4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.
5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.
6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any school district resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.
2. Using school district property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.

3. Spending district funds to urge votes to vote for or against a candidate or ballot proposition
4. Requiring employees to engage in political campaign activities as part of their job duties.
5. Providing employees with additional compensation or benefits for engaging in political activities.
6. Representing an employee's personal political position as the position of the school district or the board of education.
7. Engaging in any other activity prohibited by state law.

Adopted on: July 11, 2022

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

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

**4045**  
**Milk Expression**

The district will provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

Adopted on: July 11, 2022

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

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

## 4046

### Internet Searches Regarding Potential Employees

Members of the administrative team or of a hiring committee (hereinafter "the committee") may conduct internet research about job applicants by using the following protocol, except that no criminal history record information check shall be made until the school district has determined that the applicant meets the minimum employment qualifications:

1. The committee may conduct internet searches using candidates' full names and any aliases. The committee may also search candidates' full names and any aliases on Facebook, Instagram, LinkedIn, Twitter, YouTube, and other social networking websites.
2. All applicants or all finalists must have the same research conducted about them. For example, if the committee conducts a search on Google using the name of one applicant in order to determine whether to include that applicant in the list of finalists, the committee must also conduct an identical search of all applicants' names.
3. The committee may not use deception to gain access to applicants' social networking pages, blogs, or other on-line media and will not require applicants for employment to provide the district with their username or password to personal social media accounts.
4. The committee must take reasonable steps to verify the reliability of the information obtained in the search, including consulting with the applicant for confirmation of accuracy, if appropriate.
5. The committee will consider the following information to be relevant in making hiring decisions about an applicant based on information obtained through internet research:
  - a. Disparaging remarks made about current or former co-workers, supervisors, or employers;
  - b. Discriminatory, harassing, or demeaning behavior or comments;
  - c. Unprofessional, lewd, or obscene behavior or remarks;
  - d. Criminal activity;

- e. Information which indicates the applicant will or will not be able to perform the essential functions of the position sought; and
  - f. Information which indicates that the applicant is particularly suited or unsuited to the position sought.
6. The committee will retain documents to demonstrate its compliance with this policy with other documentation relevant to the job search.

Adopted on: July 11, 2022

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

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

## **4048**

### **Assessment Administration and Security**

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

#### **1. Assessment Responsibilities**

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

## **2. Security Violations and Cheating**

### **a. Classroom assessments**

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

### **b. State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: July 11, 2022

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

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

**4050**  
**Overtime and Compensatory Time**

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the district shall pay him/her at the rate of one and one-half (1½) times his/her regular rate of pay for each additional hour of overtime. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the district's operations.

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

Payment for unused compensatory time shall be at the employee's regular rate of pay for each hour of compensatory time, not one and one-half (1½) times the regular rate of pay.

Adopted on: July 11, 2022

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

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

**4051**  
**Staff and District Social Media Use**

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

**I. Personal Versus School-Affiliated Social Media Use**

**A. Personal Social Media Use**

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.
2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.
4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

**B. School-Affiliated Social Media Use**

1. Any social media account which purports to be “the official” account of the school district (e.g., “Cougar Basketball”), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district’s business purpose. Staff members may not use “official” accounts for personal use.
2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

## **II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use**

### **A. General Use and Conditions**

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about

appropriate content should be referred to the staff member's supervising administrator.

**B. Acceptable Use**

1. Staff may use social media for instructional purposes.
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.
3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

**C. Unacceptable Use**

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

**III. School-Affiliated Digital Content**

**A. General Use and Conditions for School-Affiliated Accounts**

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

## **B. Moderation of Third Party Content**

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;

4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Adopted on: July 11, 2022

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

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

**4052**  
**Job References to Prospective Employers**

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

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

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

Adopted on: July 11, 2022

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

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

## **4053 Conflict of Interest**

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
  - a. Business with which an employee is associated shall include the following:
    - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
    - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or he or she, or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
  - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
2. Contracts with the School District.
  - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
  - c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family (parent, spouse, or child) has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
3. Employing Members of the Immediate Family.
- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
    - (1) The employee does not abuse his or her position.
      - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
        - (i) who is not qualified for and able to perform the duties of the position;
        - (ii) for any unreasonably high salary;
        - (iii) who is not required to perform the duties of the position.
    - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
    - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
    - (4) The board approves the employment or supervisory position.
  - b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
  - (1) a public official, public employee, or candidate.
  - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
  - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
- b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
- c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
- d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination

or election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
  - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
  - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: July 11, 2022

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

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

## **4054 Reporting Child Abuse or Neglect**

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

**Reporting Procedure.** School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.
2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.
3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.
4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

**Contents of the Report.** The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

**Legal Immunity.** Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

Adopted on: July 11, 2022

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

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

**4056**  
**Resignation of Certificated Staff**

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.

As a general matter, the board will not release certificated staff members from their contractual obligations. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: July 11, 2022

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

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

## **4057 Superintendent Evaluation**

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his or her first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

**Purpose.** The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

**Dates.** The Board shall evaluate the Superintendent twice during his or her first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular December meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular November meeting and make his or her evaluation an agenda item for the regular December board meeting during each year of this contract.

**Evaluation Document.** The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

**Evaluation Procedures.** Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile

the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. The superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

**Deficiencies.** If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

**Personnel File.** The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

**Policy Limitation.** The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: July 11, 2022

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

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

**4058**  
**Confidentiality in Counseling and Guidance**

The school district provides students with a certificated school guidance counselor. Information that students provide to counselors is confidential but not legally privileged. The counselor will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor will also contact parents and law enforcement officials as appropriate.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

When a counselor is in doubt about what information to release, he or she should discuss the matter with the building principal or with the superintendent.

Adopted on: July 11, 2022

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

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

**4059**  
**Suicide Prevention Training**

The following employees are required to complete at least one hour of suicide awareness and prevention training every year:

- school nurses
- teachers
- counselors
- school psychologists
- administrators
- school social workers
- community coaches
- paraeducators
- bus drivers
- kitchen staff
- custodians
- secretarial and clerical staff

These employees must complete the online training provided by the Nebraska Department of Education no later than August 31st of each school year or within 30 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of an employee's contract.

Adopted on: July 11, 2022

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

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

## 4061

### **Workplace or Non-Workplace Injuries or Illness and Return to Work**

**Reporting Workplace Injuries.** Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

**Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness.** Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

**Termination After Workplace Injuries or Illness.** Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical

improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

**Termination After Non-Workplace Injuries.** Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: July 11, 2022

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

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

## **4063**

### **Extra Duty and Extended Contract Assignments for Certificated Staff**

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

#### **Extra Duty Assignments**

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional

development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

### **Extended Contract Days**

If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed after the last regular duty day for teachers. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

### **Payment for Extended Contract Days**

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on: December 13, 2021  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_



# LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526  
LYONS, NEBRASKA 68038-0526  
PHONE NUMBER: 402-687-2363  
FAX NUMBER: 402-687-2472

## APPLICATION FOR EMPLOYMENT

Please type or print in ink only

Lyons-Decatur Northeast Public Schools ("School District") is an Equal Opportunity Employer. We consider applicants for all jobs without regard to race, color, sex, pregnancy, national origin, marital status, disability, religion, age (40 years of age or older), or any other legally protected status. Applicants who need a reasonable accommodation to complete this application may contact the School District for assistance. The Title IX Coordinator is Mrs. Brenda Totten, who may be contacted in person, by mail, by telephone, or by electronic mail at btotten@lyonsdecaturschools.org

Position Applied For

Date of Application

Last Name	First Name	Middle Initial
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Present Address (Number and Street)	City	State	Zip
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Telephone Number(s): Home ( ) Cell ( )

Email Address:

### **CERTIFICATION OF MINIMUM EMPLOYMENT QUALIFICATIONS**

- I am a high school graduate or hold a GED
- I can understand and follow verbal directions
- I can understand and follow written directions
- I have not been convicted of a crime involving physical or sexual abuse
- I can, after being hired, verify my legal right to work in the United States

**If you have checked all the boxes above, please continue to the second page  
If any box above is unchecked, please submit the application now.**

Have you ever been employed with us before?  Yes  No

If yes, provide date(s) \_\_\_\_\_ to \_\_\_\_\_  
and Position Held: \_\_\_\_\_

Are you under 18 years of age?  Yes  No

If you are under the age of 18, you may need to supply the School District a work permit or limit your hours to those permitted by law.

May we contact your current employer?  Yes  No

Have you ever been terminated from employment?  Yes  No

Have you ever been notified of possible cancelation, termination or non-renewal of employment?  Yes  No

*If yes, please explain the circumstances:*

Have you ever resigned to avoid being notified of possible cancellation, termination or non-renewal of your employment?

Yes  No

*If yes, please explain the circumstances:*

Specify days and hours for which you are available: \_\_\_\_\_

Date available to start work? \_\_\_\_\_

If the job you are applying for requires a valid driver's license, please complete the information below:

Number \_\_\_\_\_ State \_\_\_\_\_ Regular  CDL

Do you have any relatives presently employed by the School District?  Yes  No

If yes, give names and relationship: \_\_\_\_\_

Are you willing to work overtime if required?  Yes  No

Are you willing to work different shifts, if required?  Yes  No

IT IS THE POLICY OF THE SCHOOL DISTRICT TO CONDUCT A CRIMINAL HISTORY RECORD INFORMATION CHECK FOR ALL APPLICANTS AFTER THE SCHOOL DISTRICT MAKES A DETERMINATION THAT THE APPLICANT IS QUALIFIED FOR EMPLOYMENT AND PRIOR TO THE APPLICANT'S FIRST DATE OF EMPLOYMENT WITH THE SCHOOL DISTRICT. If selected as a final candidate, you will be required to disclose your criminal history or record. Convictions are not an automatic bar from employment, but will be considered as part of the totality of your suitability. You will not be required to disclose any offense for which the record has been sealed. The School District will not ask you to disclose the contents or details of any sealed records or that any sealed records exist.

## EMPLOYMENT EXPERIENCE

**Start with your current or last job and complete the information below.  
(Attach additional sheets if necessary)**

Employer Name	Address (Street, City, Zip)	Employed	From	To
Job Title	Supervisor	Supervisor Phone No.		
Starting Wage	Ending Wage	Reason for Leaving		
Summarize nature of work performed				

Employer Name	Address (Street, City, Zip)	Employed	From	To
Job Title	Supervisor	Supervisor Phone No.		
Starting Wage	Ending Wage	Reason for Leaving		
Summarize nature of work performed				

Employer Name	Address (Street, City, Zip)	Employed	From	To
Job Title	Supervisor	Supervisor Phone No.		
Starting Wage	Ending Wage	Reason for Leaving		
Summarize nature of work performed				

Have you served in the United States Armed Forces?  Yes  No

If yes, please give dates of military service: From \_\_\_\_\_ To \_\_\_\_\_

Branch? \_\_\_\_\_

Summarize nature of work performed: \_\_\_\_\_  
\_\_\_\_\_

Are you claiming veterans' preference?  Yes  No

If yes, a copy of your DD Form 214 must be attached to this application and additional documentation must be provided upon request to determine eligibility. This position is subject to a veterans preference. The School District shall give a preference to eligible veterans, veterans' spouses, and/or servicemembers' spouses as required by law. If employment is conditioned on passing an examination, eligible individuals who obtain passing scores on all parts or phases of the examination shall have five percent added to their passing score if a claim for such preference is made on the application. An additional five percent shall be added to the passing score of any disabled veteran.

**EDUCATIONAL BACKGROUND**  
**(Attach additional sheets if necessary)**

\_\_\_\_\_ 9 \_\_\_\_\_ 10 \_\_\_\_\_ 11 \_\_\_\_\_ 12 \_\_\_\_\_  
High School Name and Location (mark highest grade completed)

\_\_\_\_\_ School / Location Course of Study

Graduated?  Yes  No Degree Obtained?  Yes  No

\_\_\_\_\_ School / Location Course of Study

Graduated?  Yes  No Degree Obtained?  Yes  No

\_\_\_\_\_ School / Location Course of Study

Graduated?  Yes  No Degree Obtained?  Yes  No

Use the space below to summarize other relevant experience, skills, background, training and qualifications that you feel make you especially suited for work with the School District.

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**REFERENCES**

**(List three individuals familiar with your work ability. Do not include relatives.)**

_____ Name	_____ Address (Street, City, Zip)	_____ Phone No.	_____ Relationship to Person
_____ Name	_____ Address (Street, City, Zip)	_____ Phone No.	_____ Relationship to Person
_____ Name	_____ Address (Street, City, Zip)	_____ Phone No.	_____ Relationship to Person

**APPLICANT'S STATEMENT**

I certify that answers given in this application are true and complete to the best of my knowledge. I understand that false, misleading or omitted information given in my application or interview(s) may result in discharge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONSENT TO PROVIDE EMPLOYMENT HISTORY  
TO PROSPECTIVE EMPLOYERS**

I, \_\_\_\_\_ (applicant), consent to any and all of my former employers to provide information regarding my employment to any prospective employer(s) who contact them.

I consent to the disclosure of the following information about me by any and all of my former employers:

1. Date and duration of employment;
2. Pay rate and wage history on the date of receipt of this consent;
3. Job description and duties;
4. The most recent written performance evaluation prepared prior to the date of the request for information and provided to me during the course of my employment;
5. Attendance information;
6. Results of drug or alcohol tests administered within one year prior to the request for information;
7. Threats of violence, harassing acts, or threatening behavior related to the workplace or directed at another employee;
8. Whether I was voluntarily or involuntarily separated from employment and the reasons for the separation; and
9. Whether I am eligible for rehire.

The consent is valid for six months from the date of my signature below.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Criminal History Disclosure and  
Acknowledgment and Authorization  
For Criminal Background Check**

**Criminal History Disclosure**

Have you been convicted of a felony or misdemeanor in the last seven years? \_\_\_\_\_ Yes \_\_\_\_\_ No

(Convictions do not necessarily bar you from employment, but will be considered as part of the totality of your suitability. You are not obligated to disclose any offense for which the record has been sealed. The School District is not asking you to disclose the contents or details of any sealed records or that any sealed records exist.)

If yes, please explain: \_\_\_\_\_

**Acknowledgment and Authorization for Criminal Background Check**

As a condition of my candidacy for employment with the School District, I understand that the School District will conduct a criminal background check for employment purposes.

By signing this Acknowledgment and Authorization, I authorize the School District, or any other company authorized by the School District, to access such information as may be necessary to complete a criminal background check.

I release from liability all persons and entities supplying such information. I indemnify the School District, or any other company authorized by the School District, against any liability which may result from making such requests. I agree that a fax or photocopy of the Acknowledgment and Authorization with my signature will be accepted with the same authority as the original.

I believe to the best of my knowledge that all information provided below is accurate, true and correct, and that I fully understand the terms of this Acknowledgment and Authorization.

Printed Name: \_\_\_\_\_

Other Names Used: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Driver's License Number and State: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT TO PROVIDE EMPLOYMENT HISTORY  
TO PROSPECTIVE EMPLOYERS**

**I, \_\_\_\_\_ (applicant), consent to any and all of my former employers to provide information regarding my employment to any prospective employer(s) who contact them.**

**I consent to the disclosure of the following information about me by any and all of my former employers:**

- 1. Date and duration of employment;**
- 2. Pay rate and wage history on the date of receipt of this consent;**
- 3. Job description and duties;**
- 4. The most recent written performance evaluation prepared prior to the date of the request for information and provided to me during the course of my employment;**
- 5. Attendance information;**
- 6. Results of drug or alcohol tests administered within one year prior to the request for information;**
- 7. Threats of violence, harassing acts, or threatening behavior related to the workplace or directed at another employee;**
- 8. Whether I was voluntarily or involuntarily separated from employment and the reasons for the separation; and**
- 9. Whether I am eligible for rehire.**

**The consent is valid for six months from the date of my signature below.**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 11 <sup>th</sup> Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	<b>POTENTIAL CONFLICT  OF INTEREST  STATEMENT</b>	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	
<b>NADC FORM C-2A</b> (Village, City, School Officials Except Omaha and Lincoln Officials)			

- An official of a village or city holding elective office or an official of a school district holding elective office must file this form if he or she has a potential conflict of interest.
- **Officials of the cities of Lincoln and Omaha** holding elective office with a potential conflict of interest **should not use this form.** Use Form C-2.
- This form should be filed with the person who normally keeps records for the school district, city or village. **There is no requirement to file this form with the Nebraska Accountability and Disclosure Commission.**
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

<b>ITEM 1</b>	<b>NAME, ADDRESS AND TELEPHONE NUMBER</b>
---------------	---

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_  
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

<b>ITEM 2</b>	<b>TITLE, AGENCY (City, Village, School), ADDRESS AND PHONE</b>
---------------	---

Your Title \_\_\_\_\_ Agency \_\_\_\_\_

Agency Address \_\_\_\_\_

Agency Phone \_\_\_\_\_

<b>ITEM 3</b>	<b>DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary)</b>
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Date action is to be taken or decision is to be made: \_\_\_\_\_

Description of Potential Conflict:

**ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT**

You

Member of your Immediate Family: \_\_\_\_\_  
NAME

Business With Which You

Are Associated (See Definitions) \_\_\_\_\_  
NAME OF BUSINESS

**ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT**

**ITEM 6 CONTINUATION**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## General Information - Filing Requirements

**I. What is a Potential Conflict of Interest?** - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

### II. Who Must File:

- A. An official of a city or village holding elective office who has a potential conflict of interest. An official of the cities of Lincoln or Omaha holding elective office who has a potential conflict of interest should not file this form, but instead should use Form C-2.
- B. An official of a school district holding elective office who has a potential conflict of interest.
- C. An elective office is a public office normally filled by an election. A person appointed to fill a vacancy in a public office normally filled by election holds an elective office.

### III. When and Where to File:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision made.

- B. This form should be filed with the person who normally keeps records for the governing body of the official holding elective office. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form does not need to be filed with the Commission.**
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest. However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest requiring abstention or non-participation, he or she may send a copy of the form to the Commission along with request for an opinion.

**Disclosure of Contractual Interests by Local Officers.** If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

**Disclosure of the Employment of Immediate Family Members.** If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

## Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.

<b>NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION</b> 11 <sup>th</sup> Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	<b>CONTRACTUAL INTEREST STATEMENT</b>  <b>NADC FORM C-3</b>	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	

- A local officer with an interest in any contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the governing body responsible for approving the contract, or in writing by filing this form.
- File with the person charged with keeping records for the governing body involved in the contract **prior** to official consideration of the contract.
- Persons who fail to disclose their interests or otherwise do not comply with the law are subject to penalties.

<b>ITEM 1</b>	<b>YOUR NAME ADDRESS AND PHONE NUMBER</b>
---------------	---

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_  
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

<b>ITEM 2</b>	<b>OFFICE OR POSITION, ADDRESS, PHONE, TERM OF OFFICE</b>
---------------	---

Office or Position: \_\_\_\_\_ Term: \_\_\_\_\_

Name of City, County, District, Village, etc: \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

<b>ITEM 3</b>	<b>CONTRACT IN WHICH YOU HAVE AN INTEREST</b>
---------------	---

A. Names of Contracting Parties: \_\_\_\_\_

B. Body Which Will Consider the Contract: \_\_\_\_\_

C. Date Set for Consideration: \_\_\_\_\_

D. Subject Matter and Basic Terms: \_\_\_\_\_

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ITEM 4	NATURE AND EXTENT OF YOUR INTEREST IN THE CONTRACT AND AMOUNT OF CONTRACT (Use ITEM 5, CONTINUATION, if necessary)
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ITEM 5	CONTINUATION
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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## General Information - Filing Requirements

### I. Who Must File:

A local officer with an interest in a contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the body responsible for approving the contract, or in writing by filing this form.

### II When to File:

An officer must declare his or her interest in a contract and the nature and extent of the interest **prior** to official consideration of the contract. The information concerning the contract listed in ITEM 3 of this form must be provided to the person in charge of keeping records of the governing body within 10 days after the contract is signed by both parties.

### III. Where to File:

File with the person charged with keeping records for the governing body involved in the contract. For example, members of a County Board of Commissioners file with the County Clerk.

**Disclosure of Potential Conflict of Interest by State Executive Branch Officials, Employees, and Others required to file Statements of Financial Interest.** If you are disclosing a potential conflict of interest under section 49-1499 of the Accountability Act, use NADC Form C-2, Potential Conflict of Interest Statement.

**Disclosure of the Employment of Immediate Family Members.** If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

**Officer** means a member of the board of directors of a natural resources district, a member of any board or commission of any county, school district, city or village which spends and administers its own funds, who is dealing with a contract made by such board or commission, and any elected county, school district, educational service unit, city, or village official, and a member of any board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act or a county hospital as provided by sections 23-343 to 23-343.19. Officer shall **not** mean volunteer firefighters or ambulance drivers with respect to their duties as firefighters or ambulance drivers.

**Governing Body** means the board of directors of a natural resources district, the board of supervisors or the board of commissioners of any county, a school district board, the board of an educational service unit, the city council of a city, the village board of a village, the board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act, sections 23-343.20 to 23-343.47, or a county hospital as provided by sections 23-343 to 23-343.19, or any board or commission of any county, school district, city or village which spends and administers its own funds.

An officer has an **interest** in a contract when the officer or his or her spouse, parent, or child: (a) has a business association as defined in sections 49-1408 and 49-14,103.01(5) with the business involved in the contract, or (b) will receive a direct pecuniary fee or commission as a result of the contract. An officer interested in a contract with his or her governing body may not: (1) vote on the matter of granting the contract, or (2) act for the governing body as to inspection or performance under the contract.

An **open account** established for the benefit of any governing body with a business in which an officer has an interest is considered a contract subject to disclosure requirements.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Receiving deposits, cashing checks, and buying and selling warrants and bonds of indebtedness of a governing body by a financial institution is **not** considered a contract.

Any governing body as defined below may prohibit officers from having an interest in contracts over a specific dollar amount. A governing body may also exempt from disclosure requirements contracts for one hundred dollars or less in which an officer of the body has an interest.

### Definitions

**Business** means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

**Business with which you are associated** means a business: (1) in which you are a partner, director or officer; or (2) in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Statutory Authority: Section 49-14,103.01 R.S. Supp., 1987, and sections 49-14,103.02 to 49-14,103.07 R.S. Supp., 1986.



**ITEM 4 | FOR NEWLY ELECTED OR APPOINTED PUBLIC OFFICIALS AND EMPLOYEES**

List members of your immediate family who were employed before your election or appointment and who are now employed or supervised by you.

A. Name \_\_\_\_\_ Relationship \_\_\_\_\_

Position \_\_\_\_\_ Employer \_\_\_\_\_  
(IDENTIFY CITY, COUNTY OR DISTRICT)

Date Hired \_\_\_\_\_

B. Name \_\_\_\_\_ Relationship \_\_\_\_\_

Position \_\_\_\_\_ Employer \_\_\_\_\_  
(IDENTIFY CITY, COUNTY OR DISTRICT)

Date Hired \_\_\_\_\_

(Use ITEM 5, CONTINUATION, if necessary)

**ITEM 5 | CONTINUATION**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## General Information - Filing Requirements

A public official or public employee of a political subdivision may employ, recommend the employment of, or supervise the employment of an immediate family member if:

- 1) he or she does not abuse his or her official position; and
- 2) makes a written disclosure with the person in charge of keeping records for the governing body or a disclosure on the record to the governing body; and
- 3) he or she has first made a reasonable solicitation and consideration of applications for such employment:

NOTE: Examples of abuse of one's position could include, but are not limited to, (1) providing an unreasonably high salary, (2) not requiring the employee to actually perform the duties of his or her position, (3) terminating another employee to make a position available for an immediate family member, (4) hiring an immediate family member who is not qualified to hold the position.

### I. Who Must File:

- A. Public officials and employees of political subdivisions employing, recommending employment, or supervising the employment of an immediate family member must make a disclosure to the person in charge of keeping records for the governing body of the entity. Where applicable the disclosure may be made on the record to the governing body of the entity in lieu of a written disclosure.
- B. Public officials and employees who currently employ or supervise an immediate family member(s) employed prior to the election or appointment of the public official or public employee.

### II. When to File:

- A. Public officials and employees must file prior to employing, recommending employment, or supervising the employment of an immediate family member.

**Governing body** means the village board of a village, the city council of a city, the board of commissioners or board of supervisors of a county, the board of directors of a public power district, or any body with the ultimate power to determine the entity's policies and control its activities.

- B. Newly elected or appointed public officials or employees shall file prior to or as soon as reasonably possible after the official date of taking office.

### III. Where to File:

This form or other written disclosure should be filed with the person in charge of keeping records for the governing body of the entity served. (i.e., officials and employees of public power districts file with the district office; county officials and employees file with the county clerk; city of village officials or employees file with the city or village clerk; officials and employees of natural resource districts file with the office of the district manager; school district officials and employees file with the district superintendent or secretary of the school board. **Disclosure need not be made to the Nebraska Accountability and Disclosure Commission.**

**Disclosure of Contractual Interests by Local Officers.** If you are disclosing an interest in a contract to which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

**Disclosure of Potential Conflict of Interest by Officials, Employees, and Others Required to file Statements of Financial Interests.** If you are disclosing a potential conflict of interest use NADC Form C-2, or NADC Form C-2A Potential Conflict of Interest Statement.

**NOTE:** This form should not be used by State officials or State employees. See §49-1499.07 of the Nebraska Revised Statutes or contact the Commission.

### Definitions

**Immediate Family Member** means a child residing in an individual's household, a spouse of an individual, or an individual claimed by the public official or employee or his or her spouse as a dependent for federal income tax purposes.

Statutory Authority: Section 49-1499.04 Revised Statutes of Nebraska.

## Return to Work Form

To be completed by healthcare provider prior to returning to work.

\_\_\_\_\_ has been treated by me for \_\_\_\_\_  
(Patient) (Condition)

I have examined the Patient named above and reviewed the Patient's job description, if provided. I certify that in accordance with this patient's physical capability (check all that apply)

### **Restrictions**

- Patient may resume work immediately, no restrictions
- Patient may resume work immediately with the following restrictions:
  - Sedentary work (sitting, occasional walking, standing, lifting less than 10 lbs.)
  - Light work (lifting less than 20 lbs.)
  - Medium work (lifting less than 50 lbs.)
  - Heavy work (lifting less than 100 lbs.)
  - Other\*: \_\_\_\_\_
  - Other\*: \_\_\_\_\_

*\*If "Other" is selected, on a separate sheet of paper address the details of the restriction, the particular duties which are affected, why they are affected, and any accommodations which would allow the employee to perform the duties.*

### **Hours/Shifts**

- He/She is released to work
  - Hours per day: \_\_\_\_\_
  - His/her normal shift
- He/She may return to work at full duty on \_\_\_\_\_(date)
- He/She has a return appointment on \_\_\_\_\_(date) at \_\_\_\_\_(time)

### **Other Medically Significant Information the Employer Should Know:**

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\_\_\_\_\_  
Healthcare Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Healthcare Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type of Practice

## Assignment Letter

Date

Dear \_\_\_\_\_:

This letter is to inform you that the school district's administration has assigned you to perform the extra duties indicated below for the \_\_\_\_\_ school year. You will receive extra duty pay for each of these assignments as provided for in the district's negotiated agreement with the local education association. This extra duty salary will be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered.

<b>Assignment</b>	<b>Annual Extra Duty Pay</b>	<b>Amount of Extra Duty Pay per Pay period</b>

Your extra duty assignment will begin on or about June 1 and will conclude on or about May 31 of the upcoming school year. Your extra duty pay will begin about September 1 and will conclude on or about August 30 of the upcoming school year.

As a full-time certificated employee, it is anticipated that you will work more than 1100 hours based solely on your teaching assignment. In addition to your regular teaching duties, you will render service hours toward the performance of each of your listed extra duty assignments throughout the entirety of the contract year. You will dedicate time each month of the contract toward fulfilling your extra duty assignment. In the exercise of your professional judgment, this time should include tasks such as: continuously reviewing best practices for

coaching/sponsoring your extra duty; determining any off-season professional development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties:

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In the event you are assigned an extra duty assignment after August 1 of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when you undertake your assignment.

In the event your overall employment and/or your extra duty assignment is terminated prior to the end of the school year, you will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

If you have any questions about your assignments, please contact my office.

Sincerely,

Superintendent of Schools

I acknowledge receipt of this assignment letter on \_\_\_\_\_, 202\_\_.

---

Teacher



# LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526  
LYONS, NEBRASKA 68038-0526  
PHONE NUMBER: 402-687-2363  
FAX NUMBER: 402-687-2472

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[Date]

[Name]

[Address]

[City, State Zip]

Dear [Name]:

In your application for employment, you indicated that you qualify under Nebraska law for a Veterans Preference, and you supplied the necessary paperwork to substantiate your eligibility. After applying the requirements of the law and assessing the qualifications of all applicants, we will not be offering you the position.

There are no appeal rights at the school district level. However, if you would like to discuss your rights, including any rights to appeal, you should consult your regular attorney or contact the Nebraska Department of Labor. Their contact information and more information on Nebraska's Veterans Preference can be found on their website: [www.dol.nebraska.gov](http://www.dol.nebraska.gov).

Sincerely,

[Superintendent Name], Superintendent

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT  
LYONS-DECATUR NORTHEAST SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Lyons-Decatur Northeast Schools**, legally known as **Burt County School District #20**, and referred to as "the Board" and "the School District" respectively, and **Mrs. Lindsey Beaudette**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of two year(s) beginning on July 1, 2021, and expiring on June 30, 2023. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **two years** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the contract year shall be \$135,960 which shall be paid in 12 equal monthly installments beginning in the month of July 2022. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

**Section 5. Professional Status.** The Superintendent affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that she registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and

accurate at the time of application, and if there is or has been a material change in such information, she will advise the Board immediately; (2) she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) she has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote her time, skill, labor and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to her. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the school district.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform her duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than sixty (60) days or if the disability is permanent, irreparable, or of such a

nature as to make performance of her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse her for mileage required in the performance of her official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. **Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. **Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000).
- d. **Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of her sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- e. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.
- f. **Vacation.** The Superintendent shall have twenty (20) vacation days for the 2021-2022 contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2021-2022 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty (20) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 20 days. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of her vacation days and shall provide the Board of Education with a report of her accumulated vacation days at least quarterly. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment at \$200 per day.

- g. Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NCSA, and NASB.
- i. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$150 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to three days of paid bereavement leave per year.
- k. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
- l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$40 per month for the actual cost of a cellular phone service plan.
- m. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$600.00 or more.

**Section 12. Residence/Domicile in School District.** Unless agreed otherwise by the parties in writing, the Superintendent shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain her domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing her in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which she is the educational leader. (Hired with permission to reside outside of the district).

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract. She shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent twice during her first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make her evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a

professional practice complaint, is threatened or filed against the Superintendent as a result of her performance of her duties or her position as Superintendent of the district, the Board will provide her with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that her conduct was unlawful.

**Section 17. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of her position.

**Section 18. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising her of the alleged reasons for the proposed action and provided the opportunity to present her version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 19. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 20. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.**

\_\_\_\_\_  
Superintendent