

## **Board of Education Regular Meeting**

Central Office, Wauneta Attendance Center  
PO Box 368  
Wauneta, NE 69045

Monday, October 10, 2022 6:00 PM

Hondo Fanning: Absent

John Jutten: Present

Laurie Maris: Present

Aaron McKinney: Present

Allison Sandman: Present

Marty Wheeler: Absent

### I. Call to Order

Sandman called the meeting to order at 6:00 pm MT.

#### I.1. Pledge of Allegiance

The Pledge of Allegiance was recited.

#### I.2. Posting Verification

Maris and McKinney verified meeting posting.

#### I.3. Open Meeting Act Notice

#### I.4. Mission Statement

### II. Roll Call

Present Board Members: John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman.  
Absent Board Members: Hondo Fanning, Marty Wheeler.

### III. Amendments to the Agenda/Approval of the Proposed Agenda

#### IV. Action Items

##### IV.1. Approval and Signing of 9/19/2022 Budget Hearing, Levy Hearing and Regular Minutes

To approve and sign the minutes from the budget hearing, levy hearing, and regular meeting on 9/19/2022 Passed with a motion by Laurie Maris and a second by Aaron McKinney.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

##### IV.2. Approval of District Expenditures and Budget Reports

To approve the districts expenditures of payroll \$293,698.75, accounts payable \$108,448.46 for a total of \$402,147.21 and monthly budget reports as presented Passed with a motion by John Jutten and a second by Laurie Maris.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

##### IV.3. Approval of Water Main Relocation Agreement

To accept the water main relocation agreement from Miller & Associates Passed with a motion by Laurie Maris and a second by Allison Sandman.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

##### IV.4. Approval of Technology Purchases

To approve STEM purchases of \$45930 funded with SFI funds, \$8596.35 Chromebook purchases funded with REAP funds, and \$8102.81 ClearTouch screens funded with REAP funds Passed with a motion by John Jutten and a second by Aaron McKinney.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

#### V. Policy Review

##### V.1. Second Reading of Updated 3000 Series Policies

To approve the second reading and waive the oral reading of the 3000 policy series Passed with a motion by Laurie Maris and a second by Aaron McKinney.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

##### V.2. First Reading of Updated, Revised, New 4000 Series Policy

To approve the first reading and waive the oral reading of the updated, revised, or new 4000 series policies Passed with a motion by Aaron McKinney and a second by Laurie Maris.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

#### VI. Administrative Reports

##### VI.1. Superintendent Report

Geier shared that Dan Keiserof ALICAP was here last week for an insurance audit and NDE Rule 10 safety audit. Kim Schneider and Ryan Rule from NDE visited two weeks ago and followed up with educator effectiveness for Nebraska Leadership and Learning and are impressed with WP. ESU 15 Supt meeting tomorrow. PLC begins tomorrow splitting the 6-12 students into "herds" creating a mini-families promoting team building, setting goals for academic performance while teachers are able to meet for PLC purposes. These herds will be in place the entire time students are attending WP. Wednesday is scheduled for K-5th students and those teachers are able to meet for PLC purposes. PT conferences were well attended.

## VI.2. Principal Report

Bauer shared that fall sports season is winding down and RPAC VB begins Thursday 10/13. Transportation is going well. Last week was official appreciation week. Frecks shared that its fire safety week, poster contest and visit to the fire station in Palisade.

## VI.3. ESU 15 Report

ESU 15 meets Wednesday via zoom.

## VI.4. NASB Report

State convention is 11/16-18 in Omaha. Those planning to attend are registered.

## VII. Executive Session

VII.1. Enter Into Executive Session

VII.2. Return to Open Session

## VIII. Next Regular Meeting

Monday, November 14, 2022 at 6 pm MT/7 pm CT in Palisade.

## IX. Recognition of Visitors/Public Comments

## X. Adjourn

Sandman adjourned the meeting at 7:09 pm MT>

## **Wauneta-Palisade Schools Board of Education Hearing Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Hearing Meeting at 5:45 PM Mountain on September 19, 2022, in the Central Office, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Open Hearing. President Sandman opened the hearing at 5:45 pm MT.

II. Roll Call.. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, Marty Wheeler.

III. Statement of the Purpose of the Hearing

IV. Receive testimony pertaining to support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed 2022-2023 Budget. None.

General Fund: \$3,267,784.54

GF Levy: .788564

Special Building Fund: \$580,089.00

SBF Levy: .14

Qualified Capital Purpose Undertaking Fund: \$124,303.00 QCPUF Levy: .03

V. Consider Amendments to the Proposed 2022-2023 Budget. None

VI. Adjourn Hearing. President Sandman adjourned the hearing 5:49 pm MT.

Respectfully submitted,  
Marj Rundaback,

Recording Board Secretary

Dated this September 19, 2022  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President



Respectfully submitted,  
Marj Rundback,  
Recording Board Secretary

Dated this September 19, 2022  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President

## **Wauneta-Palisade Schools Board of Education Regular Meeting Minutes**

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### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. President Sandman called the meeting to order at 6:00 pm MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Meeting Posting Verification. McKinney and Maris verified.

I.3. Open Meetings Act

I.4. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, Marty Wheeler.

III. Amendments to the Agenda/Approval of the Proposed Agenda. None.

IV. Discussion Items

IV.1. Building Project Update. 9/15/2022 design meeting learned that the street closure was approved, water main movement will hopefully be completed with Village water main project, using current transformer for 1933 building.

V. Action Items

V.1. Approve and Sign 8/8/2022 Regular Meeting Minutes. To approve and sign the 8/8/2022 regular meeting minutes passed with a motion by Laurie Maris and a second by John Jutten. Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.2. Approve District Expenditures and Budget Reports as presented. To approve the district's budget reports as presented and the districts expenditures of payroll \$298,863.20, accounts payable \$100,960.57 for a total of \$399,823.77 passed with a motion by Aaron McKinney and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.3. Approval of 2022-2023 Budget of Expenditures. To approve the Budget of Expenditures of \$3,267,784.54 for the General Fund; \$580,089.00 for the Special Building Fund; and \$124,303.00 for Qualified Capital Purpose Undertaking Fund for the 2022-2023 fiscal year passed with a motion by Hondo Fanning and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.4. Approval of Resolution to Set the Final Tax Request of Wauneta-Palisade Schools for 2022-2023. To approve the resolution to set the 2022-2023 \$3,267,784.54 for the General Fund; \$580,089.00 for the Special Building Fund; and \$124,303.00 for Qualified Capital Purpose Undertaking Fund for the 2022-2023 fiscal year and final property tax levies for the Board of Wauneta-Palisade Public Schools should be and hereby set at .788564 for the General Fund, .14 for the Special Building Fund, and .03 for the Qualified Capital Purpose Undertaking Fund for a total levy of .958564 passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.5. Approve 1% Allowable Growth. To approve the resolution for 1% allowable growth passed with a motion by John Jutten and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.6. Appoint Fiscal Agent for State and Federal Funds. To appoint Randy Geier as fiscal agent for state and federal funds passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.7. Approval of Non-Certificated Staff Wage Increase. To approve non-certificated staff wage increase to be determined by merit and based on personal job evaluation and at discretion of administration passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

Discussion: Mr. Geier appreciates all the non-certificated staff.

V.8. Approve North Star Negotiations. To approve North Star Negotiations software for upcoming negotiations passed with a motion by John Jutten and a second by Marty Wheeler. Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## VI. Policy Review

VI.1. Approval of 2nd Reading of 2000 Section of Policy Manual. To approve, adopt, and waive the oral reading of the 2nd reading of policies 2420 & 2430 passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.2. Approval of 1st Reading of Section 3000 Policy Manual. To approve the first reading and waive the oral reading of the updated/revised 3000s policy section passed with a motion by Aaron McKinney and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3. Approval/Adoption of Policy 1010/3250. To approve, adopt, waive the second reading and oral reading the updated policy 1010 Community Relations Visitors to School and updated policy 3250 Trespassers passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## VII. Administrative Reports

### VII.1. Superintendent Report

Mr. Geier shared that Kim Schnieder, leaders from NDE will in the district to visit with our staff about our successful strategies for CIP. 2021 NDE per pupil cost shared of area districts, Chase County \$15883, Hitchcock County, \$18575, Perkins County \$20416, WP \$20880, Paxton \$22969, DCS \$23282, Maywood \$23677, Wallace \$24818, SW \$24941, Hayes Center \$33144. Enrollment numbers currently: 232 students (109 PK-5th, 123 6-12th). RPAC Superintents meeting in McCook next wednesday.

### VII.2. Principal Report

Frecks reported that school is off to a good start. The 3-8th graders are taking fall NSCAS tests. Friday during staff development, teachers will review the data. Staff is adjusting well to new positions. Last week Mrs. Duvel took Palisade SPED students to a mini rodeo. Last Friday K-6th grade attended the Chase County Ag Safety Day. Our FFA students assisted.

Bauer shared that he is getting acclimated to the position working on the transportation aspect, suburban #20 is working again, bus #2 is acting up (perhaps the transmission). RPAC AD meeting was last Wednesday, tomorrow is ESU 15 principal meeting.

VII.3. ESU 15 Report. Sandman reported that last week's meeting approved the budget and 2022-2023 ESU 15 levy at .014984.

VII.4. NASB Report. Area Membership meeting 9/20/22 in North Platte, State Convention 11/16-18 in Omaha.

IX. Next Regular Meeting. October 10, 2022 at 7 MT/8 CT in Wauneta.

X. Recognition of Visitors/Public Comments. Skylar Sutherland of Palisade requested that we are offering our students more opportunities. Mick Majors of Wauneta requested the enrollment numbers that Geier shared in superintendent and wanted to know the cost of preschool and how it affects the cost per pupil. He asked if Hayes Center still sends a bus to Palisade, Geier responded that hasn't happened for about 11 years. Majors commented that he is 11 years behind then.

XI. Adjourn. President Sandman adjourned meeting at 7:27 pm MT.

Respectfully submitted,  
Marj Rundback,  
Recording Secretary

Dated this September 19, 2022  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President

## An Agreement for the Provision of Limited Professional Services

**Design Professional Firm:** MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.  
1111 Central Avenue  
Kearney, NE 68847  
(hereinafter called *ENGINEER*)

**Client:** WAUNETA-PALISADE PUBLIC  
SCHOOLS  
214 West Wichita  
PO Box 368  
Wauneta, NE 69045  
(hereinafter called *CLIENT*)

**Date:** September 22, 2022

**Project No.** 233-C1-009-22

**Project Name/Location:** Engineering services associated with relocation of water main located within the vacated Shawnee Steet to the alley east and within Vinita Street, for new school addition in Wauneta, approximately 600 lineal feet of water main will be relocated. This project will be part of a larger bid package with the Village of Wauneta, but will have a separate bid form and separate construction contract, to allow for the costs to be isolated.

### Scope/Intent and Extent of Services:

1. *Design Phase:*
  - a) Field Survey for design
  - b) Generate necessary contract documents and specifications for procuring bids
  - c) Provide Engineer's Opinion of Probable Construction Cost
  - d) Assist CLIENT in selecting lowest responsible bidder
2. *Construction Phase:*
  - a) Preparation of construction contracts
  - b) Conduct Preconstruction Conference
  - c) On-site Construction Observation
  - d) Review of Shop Drawing Submittals
  - e) Process pay requests and construction administration
  - f) Preparation of As-Recorded Drawings
  - g) Preparation of Certificate of Completions for Village

**Fee Arrangement:** Lump Sum Fee of \$5,700 will be invoiced for Design Phase services. Construction Phase services will be provided for a lump sum fee of \$8,000.

**Excluded Services:** The following services are not included in the scope of work, and (if requested) will be considered Additional Services:

1. Preparation of Storm Water Pollution Prevention Plan, if site encompasses more than 1-acre
2. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
3. Legal Survey as required for the acquisition of property or easements.
4. Furnishing services of A/E's Consultants for other than Basic Services
5. Any and all permit or review fees shall be the responsibility of the Client.

Offered by:

*David K. Blau*

signature

9/27/2022

date

Accepted by:

signature

date

David K. Blau, P.E.

printed name/title

Miller & Associates,  
Consulting Engineers, P.C.

CONSULTANT

Wauneta-Palisade Public Schools

CLIENT

**The Terms and Conditions on the following page are a part of this Agreement**

## *Terms and Conditions*

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The ENGINEER shall perform the services outlined in this agreement for the stated fee arrangement.

**Access To Site:** Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

**Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the CLIENT and ENGINEER shall be submitted to non-binding mediation. CLIENT and ENGINEER agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Billing/Payment:** Invoices for the ENGINEER's services shall be submitted, at the ENGINEER's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless the ENGINEER, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the ENGINEER.

**Certifications:** Guarantees and Warranties: The ENGINEER shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the ENGINEER cannot ascertain.

**Defects in Service:** The CLIENT shall provide prompt written notice to the ENGINEER if the CLIENT becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the ENGINEER's instruments of service.

**Consequential Damages:** In no event will ENGINEER, ENGINEER's affiliated corporations, officers, employees, or subcontractors be liable for special, indirect, or consequential damages, and in order to protect ENGINEER against indirect liability or third-party proceedings, CLIENT will indemnify ENGINEER for any such loss or damage.

**Termination of Services:** This agreement may be terminated by the CLIENT or the ENGINEER should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay the ENGINEER for all services rendered to the date of termination, and all reimbursable expenses.

**Ownership of Documents:** All documents produced by the ENGINEER under this agreement shall remain the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of the ENGINEER.

REVISED POLICIES

-3090

-3130

-3140

-3180

-3240

-3520

-3540

-3550

NEW POLICIES

-3011

-3121

-3132

-3132.1

-3133

-3231 (likely replaces 3600)

-3250

-3570

-3571

-3580

Business OperationsFund Balance Reporting

Fund balance classification shall be recorded in accordance with governmental accounting standards as promulgated by the Governmental Accounting Standards Board (GASB), including GASB #54.

The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned, and unassigned. Negative amounts shall not be reported for restricted, committed, or assigned funds.

Fund Balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

The fund balance of the general fund finances most functions in the District. The fund balance of the general fund shall mean the gross difference between general fund assets and liabilities reflected on the balance sheet.

The five classifications of governmental fund balances are as follows:

1. Non-spendable fund balance means the portion of the gross fund balance that is not expendable (such as inventories) or is legally earmarked for a specific use (such as the self-funded reserves program).

Examples of non-spendable fund balance reserves for which fund balance shall not be available for financing general operating expenditures include: inventories, prepaid items, deferred expenditures, long-term receivables, and outstanding encumbrances.

2. Restricted fund balance includes amounts constrained to a specific purpose by the provider, such as a grantor. Examples of restricted fund balances include: child nutrition programs, technology programs, construction programs, and resources from other granting agencies.
3. Committed fund balance means that portion of the fund balance that is constrained to a specific purpose by the Board. Examples include: potential litigation, claims, and judgments and activity funds.
4. Assigned fund balance means that portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee. Such plans or intent may change and may never be budgeted, or may result in expenditures in future periods of time. Examples include: insurance deductibles program start-up costs; and other legal uses.

5. Unassigned fund balance includes amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures.

The unassigned fund balance shall be the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance, and assigned fund balance.

Date of Adoption: [Insert Date]

Business OperationsInvestments

Funds not needed for immediate obligations may be invested. Such investments must be in accordance with state statutes. The Board hereby authorizes the following investment vehicles that may be utilized with District funds: collateralized local bank certificates of deposit, United States treasuries (bills, notes or bonds), United States government agency securities (bonds or notes), Nebraska Liquid Asset Fund, Nebraska Public Agency Investment Trust, commercial paper graded "AAA" or "Prime-1" by Standard and Poor's or Moody's, and trusts which invest in U.S. government or agency securities or interests in guaranteed student loans and certificates of deposit insured by the Federal Deposit Insurance Corporation (FDIC).

No bank, capital stock financial institution, or qualifying mutual financial institution may invest District funds in any investment vehicle other than those identified in this policy.

Legal Reference: Neb. Rev. Stat. Sec. 77-2341  
Neb. Rev. Stat. Sec. 77-2387, et seq

Date of Adoption: [Insert Date]

Business OperationsProcurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

**Procurement Policy**

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$250,000 (small purchase threshold) per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$250,000 (small purchase threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.
3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid ("IFB") or Request for Proposal ("RFP") document specifically addressing the items to be procured
  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the small purchase threshold established in the sponsor's procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]
- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]

- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  3. A cost or price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
  4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  5. Place and confirm orders with vendors or make plans to purchase the required items.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  7. To work with vendors on a fair and equal basis.
  8. To conduct an in-house procurement review once per year.

Date of Adoption: [Insert Date]

Business OperationsProcurement Plan – Code of Conduct

The District seeks to conduct all procurement procedures in compliance with federal and state regulations and without any conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the District may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Employees, officers or agents of the District that violate these standards shall be subject to appropriate disciplinary actions.

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.  
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made

- available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
  - 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The

District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. §§ 200, et seq.

Date of Adoption: [Insert Date]

BusinessVideo Surveillance

1. Purpose. The Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding District facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.
2. Placement. Video cameras and similar devices are authorized to be used on school facilities, school vehicles and other places within the control of the District. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Superintendent or the Superintendent's designee consistent with the purposes set forth in this Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms.
3. Notice. Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and staff handbooks.
4. Viewing Monitors and Video Recordings. Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are: school administrators, school staff members with a direct involvement with the recorded contents of the specific video recording and employees or agents responsible for the technical operations of the system (for technical purposes only).

School administrators may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

5. Use of Video Recordings. Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.
6. Video Recordings as Education Records. Video recordings which are considered to be "education records" within the scope of FERPA shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student's parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent's written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both set of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents, without the written consent of the other student's parent.

7. Maintaining Video Recordings. The District shall comply with all applicable state and federal laws related to record maintenance and retention of video recordings. Video recordings that contain personal information shall be securely stored and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.
8. Maintaining the Integrity of the Video Surveillance System. The building principals shall be responsible for periodically checking the video surveillance system within their building to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion, for a student, and termination, for a staff member) and referral to appropriate law enforcement authorities.

Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232(g) (34 C.F.R Part 99)  
State Records Administrator Guidelines:  
Schedule 10: Records of Local School Districts (Feb. 1989)  
Schedule 24: Local Agencies General Records (March 2005)  
Electronic Imaging Guidelines (March 2003)

Date of Adoption: [Insert Date]

Business OperationsTrespassers

Restrictions on the use of school buildings and grounds may be implemented by administrative action. The Board gives all district and building administrators and their designees full power and authority to implement and enforce restrictions on access to school property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

All district and building administrators and their designees shall have full power and authority to direct any individual or group to leave school grounds and stay away where such individual or group has:

1. failed to comply with identification or check-in procedures,
2. are determined by such administrators or designees to not have a legitimate school purpose to be on school grounds, or
3. who are determined by such administrators or designees to present a risk to the safety of building users or a risk of disruption to the educational program, including without limitation, registered sex offenders.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference: Neb. Rev. Stat. Sections 28-520 to 28-522

Date of Adoption: [Insert Date]

Business OperationsTitle I Funds

It is the policy of the District to comply with the Every Student Succeeds Act ("ESSA") and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent's discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I and IDEA shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I and IDEA services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
  - (A) Whether the student's teacher—
    - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    - (iii) is teaching in the field of discipline of the certification of the teacher.
  - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:
  - (A) the subject matter assessed;
  - (B) the purpose for which the assessment is designed and used;
  - (C) the source of the requirement for the assessment;
  - (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
  - (E) the time and format for disseminating results.
13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—
  - (A) be involved in the education of their children; and
  - (B) be active participants in assisting their children to—
    - (i) attain English proficiency;

- (ii) achieve at high levels within a well-rounded education; and
- (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.
15. Certification Regarding Debarment, Suspension and Ineligibility. The District will endeavor to ensure that all contracts and purchase orders reimbursed using federal funds will include the following "suspension and disbarment" language:

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

Notwithstanding anything to the contrary, all persons or entities contracting with the District with any reimbursement using federal funds shall be bound by this certification and shall fully abide by and comply with the same.

Legal Reference: ESSA

Date of Adoption: [Insert Date]

Business OperationsMeal Charge Policy

It is the policy of the District to comply with the National School Lunch Program and School Breakfast Program and all other federal grant programs that provide free or reduced meals to qualifying students.

Student Eligibility

Families of students who may be eligible for free or reduced price school meals should submit an application to determine their eligibility. Applications are available through the Superintendent or Superintendent's designee. As long as an application is submitted on or after July 1, the application will be considered current for the new school year. A student may become eligible for free or reduced meals at any time during the school year if the household experiences a change in financial circumstances.

Meal Account Balances

The District will ensure that families can check their meal account balances in a manner other than exclusively online. The District will ensure that at least one form of meal account payment is free of charge.

The District encourages families to pre-pay without charge for free or reduced price meals. Notwithstanding the option to pre-pay, students and families will have a method to add funds during the school day. Any balance remaining in a pre-paid account shall carry over into the next month. Households approved for free or reduced price meals with funds remaining in their meal account at the end of the school year shall receive a refund. When a student leaves the District or graduates, the District shall attempt to contact the student's household to return any funds remaining in the student's meal account.

Unpaid meal charges may be carried over at the end of the school year as a delinquent debt and the District shall undertake reasonable collection efforts to collect unpaid meal charges classified as delinquent debt, pursuant to and in compliance with state and federal law. The District shall maintain records of its collection efforts and, once delinquent meal charges are converted to bad debt, its documentation establishing and handling of the bad debt.

Student Confidentiality

The District will disclose individual student eligibility information only to those persons (and organizations) who require the information in order to carry out an activity specifically authorized by the National School Lunch Act, subject to applicable legal exceptions.

The District shall not use or implement any colored or coded meal cards, tickets, tokens, or other methods of payment that would overtly identify a student as being eligible for free or reduced price meals.

Distribution Annually

This policy shall be provided in writing to all students' households at the start of each school year and to households transferring to the District during the school year.

This policy shall also be provided annually to District staff members responsible for the enforcement of this policy, including food service professionals.

The Superintendent or the Superintendent's designee shall maintain documentation of the annual distribution of this policy to students' households and District staff.

Legal Reference: Richard B. Russell National School Lunch Act (42 U.S.C. Sec. 1751);  
U.S.D.A. Memorandum SP 57-2016.

Date of Adoption: [Insert Date]

Business OperationsInsufficient Funds

When a check is returned for insufficient funds or payment on a credit or debit card is rejected, the Superintendent's designee shall attempt to contact the person a minimum of two times to collect the amount that remains due and owing. At least one attempt shall be in writing, either via letter or email.

In the event that an individual's method of payment is rejected, such person shall be required to pay the amount that remains due and owing by cash, cashier's check or money order, plus a returned check fee of \$10.00 to cover the administrative expense of having to address the matter. In addition, whenever said person wishes to make a payment in the future, said person may be required to pay only by cash, cashier's check or by money order.

Notice of this returned check fee policy will be given annually to students and parents via the school website, and may be included in newsletters, student handbooks, or postings.

Any individual who attempts to pay any amount to the District by check or credit card agrees to the terms of the Policy and the returned check fee. In the event that an individual does not agree with this Policy or is unwilling to pay the returned check fee, then such individual must pay by cash, cashier's check or money order.

Date of Adoption: [Insert Date]

Business OperationsSale and Disposal of School Property

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference: Neb. Rev. Stat. Sec. 79-10,114

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
6. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. Sec. 13-610

Date of Adoption: [Insert Date]

Business OperationsContracting for Services

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to bid but are subject to approval by the Board of Education in conformity with established policy.

Every contract for services to be provided to [Name] Public Schools shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

Legal Reference: Neb. Rev. Stat. Sec. 4-114

Date of Adoption: [Insert Date]

Business OperationsSystem of Accounts

The accounting systems and procedures for the school district shall be set up so as to conform to best business practice and existing guides from the state department of education.

On an annual basis, in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB), the financial records shall be converted to the accrual basis or modified accrual basis, dependent on GASB requirements for various fund types, of accounting for preparation of the financial statements for external audit purposes.

As defined by Governmental Accounting Standards Board Statement No. 54, the unassigned fund balance is equal to the amount of fund balance which is not classified as restricted, committed or assigned. The unassigned fund balance for the general fund shall be maintained at a level between 5% and 15% of the prior year's expenditures of the general fund per the audited financial statements. In any instance, unassigned fund balance shall be maintained at a level which is compliant with state statute 79-1027. The purpose of unassigned fund balance is to maintain sufficient cash flow, maintain investment grade bond ratings, offset revenue shortfalls and provide funds for unforeseen expenditures related to emergencies.

Fund balance calculations shall be made on an annual basis and reported in the Districts audited financial statements. Should the unassigned general fund balance as reported on the audited financial statements fall below the minimum 5% the district will budget to replenish the shortfall through reducing recurring expenditures or increasing revenues in next available budget cycle plans not to exceed three years. Should the unassigned general fund balance as reported on the audited financial statements fall above the maximum 15% for two consecutive years the district will consider such fund balance surplus for one-time expenditures that are nonrecurring in nature in the next available budget cycle plans. The unassigned fund balance may be expended below the minimum 5% for an extraordinary circumstance or nonrecurring emergency that the Omaha Public School District Board of Education authorizes. Administrative staff recommendations related to the fund balance shall occur throughout the budget development process. The annual fund balance plan is approved by the Board of Education with the annual approval of the school district budget.

### School Safety

[Name] Public Schools is committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Superintendent or the Superintendent's designee.

### Superintendent's Duties

The Superintendent is designated as and shall serve as the primary liaison between emergency personnel and the District in the event of an incident. The Superintendent shall designate individuals within each building to serve as a liaison between emergency personnel and the District in the event of an incident. The Superintendent shall inform emergency personnel of the persons designated as liaisons.

The Superintendent shall ensure that emergency drills are conducted at least as often as required by law, including fire drills (at least once a month with one additional drill being conducted during the first 30 days of school), tornado drills (at least once during the first two weeks of school and at least once during the month of March), and bus evacuation drills (at least two drills during the school year involving all students and appropriate staff).

The Superintendent shall ensure that, in the event of an emergency, the District has methods of communication to reach all internal and external stakeholders and that the District has a plan for public communication to gather, verify, coordinate, and disseminate information during an incident.

The Superintendent shall ensure that multi-hazard training is provided for specified employees in required areas to comply with local, state, and federal regulations, as well as non-required areas to improve safety within the District.

### Staff Safety Committee

A Staff Safety Committee shall exist to adopt and maintain an effective written injury prevention program. The establishment of this Staff Safety Committee shall occur either (1) through the collective-bargaining process or (2) with equal number of members representing employees and the employer. The District shall compensate any employee members of the Staff Safety Committee at the employee's regular hourly wage, plus regular benefits, while the employee attends committee meetings or otherwise engages in committee duties. The District will not

discharge or discriminate against any employee because of an employee's oral or written complaint to the Staff Safety Committee.

#### District Safety Committee

A District Safety Committee is hereby created. The Superintendent shall coordinate and maintain the District Safety Committee. The District Safety Committee will be made up of community stakeholders willing to serve on the Committee. The Board hopes that the following members of the community are willing to serve on the District Safety Committee: parents, law enforcement and local first responder professionals, teachers, administrators, mental health professionals, custodians, school nurses, local emergency managements, IT managers, and school transportation personnel.

The District Safety Committee shall meet at least annually to review safety standards and protocols. The District Safety Committee may designate subcommittees to report to the District Safety Committee.

The District Safety Committee shall:

- Prepare and communicate with local authorities (e.g., fire, police, rescue, emergency management personnel) at least annually. Such communications shall include collaborations with local authorities to identify and address safety and security issues.
- Consider, develop and implement guidelines for event and incident management. Such guidelines shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.
- Consider, develop and implement standard response and practice procedures for emergency situations, such as lock downs, lock outs, evacuations and shelter. Such procedures shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually. Such procedures shall include a plan to identify and document crisis communication procedures with the following stakeholder groups: emergency responders, employees, students, parents/guardians, media, and others as needed. Such procedures shall also provide information to staff to empower staff to initiate protection actions, when appropriate.
- Take any reasonably necessary steps to ensure that the District is in compliance with all applicable fire and life safety codes.
- Take any reasonably necessary steps to ensure that the District has standardized and visible interior and exterior signage for emergency responders.
- Consider, develop and implement strategies and processes to assess observable, positive relationships between students and employees and students and other students.
- Consider, develop and implement strategies and processes to create a respectful, positive, and safe environment conducive to learning.
- Consider, develop and implement procedures to monitor school safety and security protocols for off-campus school sponsored events.
- Consider, develop and implement a student assistance process where problem solving can occur and intervention strategies are recommended and implemented.

- Consider, develop and implement a plan for behavioral threat assessments and conducts threat assessment protocols using trained staff.
- Consider, develop and implement safety and security procedures to monitor before and after-school activities, including other facility users.
- Identify mental health resources and use such resources when appropriate.
- Ensure that procedures are in place that require all District employees annually participate in at least one hour of suicide prevention training.
- Ensure that all school buildings have designated multiple evacuation assembly locations for each building, and that staff and students within each building are aware of said locations.
- Review the District's bullying policy and student dating violence policy at least annually and recommend to the Board any proposed changes to the District's bullying policy and/or and student dating violence policy.
- Consider, develop and implement a protocol for an annual inventory of all chemicals (e.g., classrooms, custodial, buildings, grounds), proper storage, and disposal of unused or outdated chemicals.
- Ensure that the District maintains immunization records for all students and uses the data for health and safety of students, when appropriate.
- Conduct a District-wide safety and security self-assessment for each building.
- Conduct a safety audit on an annual basis.
- Review at least annually the District's policies and protocols on active supervision throughout school buildings and campus, and recommend any changes in policies or protocols to the Board.
- Review at least annually the District's policies and protocols on security and visitors (including visitors in specialized areas, such as prekindergarten areas, playgrounds, science labs, and so forth) in school buildings, and compare the District's policies and protocols with guidance issued by the Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA), and recommend any in policies or protocols changes to the Board.
- Conduct a performance review of emergency drills and suggest any changes, when appropriate.
- For any safety and security procedures or protocols, review said procedures and protocols to ensure that such procedures and protocols accommodate individuals with special needs.
- Consider, develop and implement procedures supporting academic, physical, operational and psychological/emotional aspects of an incident, after an incident occurs. Such procedures shall ensure that students and employees are supported and given an opportunity to address psychological and emotional health needs after an incident. Such procedures shall also ensure that resource requests and management of the incident be conducted in a way that supports the psychological and emotional needs of students and staff after an incident. The Committee shall explore mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas, and make any recommendations to the Board.

The District Safety Committee shall maintain documentation of its compliance with this policy.

Legal Reference: Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 10, Rule 10 Accreditation of Schools, 011.01b, c, d, e, f, g (Seclusion and Restraints, Bullying, Dating Violence); 79-2,137 (Bullying); 79-2,138 to 79-2,142 (Dating Violence); 79-2,146 (Suicide Awareness, 2015-2016); Criminal Code Sec. 28-318 (Sexual Harassment); Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 11, Rule 11 Accreditation of Schools, 004.11g (Pre-K CPR and First Aid) Neb. Rev. Stat. §§ 48-443 to 48-445

Date of Adoption: [Insert Date]

Business Operations

Transportation

[Name] Public Schools shall not provide free transportation to and from school except for circumstances where the administration determines it to be appropriate and efficient to provide transportation for students who would otherwise be entitled by law to a transportation allowance; to students residing on an established route; and to students entitled by right to transportation services.

Transportation may be provided for school activities and field trips as determined appropriate by the administration from time to time.

Legal Reference:      Neb. Rev. Stat. Sec. 79-611  
                                 NDE Rule 91

Date of Adoption:      [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of \$100,000.00, or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred thousand dollars (\$100,000), as adjusted from time to time by Section 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Business OperationsRebates to School Personnel

No school employee or board member shall receive any commission, expense-paid trips, or anything of value from individuals or companies from which the school district purchases equipment or materials required in the operation of the school district. The operation of the school district includes the purchase of materials for the repair and maintenance of the school plant, for providing educational programs, for materials and supplies used in school organizations, such as clubs, specific classes, and for comparable items.

Legal Reference: Neb. Rev. Stat. Sec. 79-520

Date of Adoption: [Insert Date]

Business OperationsRecords Management and Disposition

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

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

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

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

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

#### 4. Electronic Records

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

#### 5. Litigation Holds

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

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

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

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

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

#### 6. Settlement Agreements

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

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

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

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

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

Date of Adoption:   [Insert Date]

## REVISED POLICIES

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## NEW POLICIES

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- 4032
- 4220A (REGULATION)
- Complaint form for Policy No. 4240
- 4270

## NOTES

- for current policy 4010, change statutory reference to 71-5729
- change name of 4003 to “Anti-discrimination, Anti-harassment and Anti-retaliation
- also, even though they all have the same number, add references for “Notice of Discrimination” and “Complaint Form”
- review 4150A to make sure all those are actually done during appraisals

Personnel - All EmployeesSocial Security Numbers

Employee social security numbers shall be kept confidential to the extent required by law. Use of more than the last four digits of an employee's social security number shall be made by the District only for:

1. Legal Mandates. Compliance with state or federal laws, rules, or regulations.
2. Internal Administration. Internal administrative purposes, including provision of employee social security numbers to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the internal administrative uses shall not permit use of employee social security numbers:
  - a. As an identification number for occupational licensing.
  - b. As an identification number for drug-testing purposes except when required by state or federal law.
  - c. As an identification number for District meetings.
  - d. In files with unrestricted access within the District.
  - e. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
  - f. For posting any type of District information.
3. Voluntary Transactions. Commercial transactions freely and voluntarily entered into by the employee with the District for the purchase of goods or services.

The District will not use or require an employee to use more than the last four digits of an employee's social security number for:

1. Public Posting or Display. Any public posting or display available to the general public or to an employee's co-workers.
2. Internet Transmission. Transmission over the Internet unless the connection is secure or the information is encrypted.
3. Internet Access. To access an Internet web site unless a password, unique personal identification number, or other authentication device is also required to access the Internet web site.
4. Identifier. As an employee number for any type of employment-related activity.

Legal Reference: Neb. Rev. Stat. Sec. 48-287  
5 USCS § 552a (note) (Privacy Act of 1974)

Date of Adoption: [Insert Date]

Personnel - All EmployeesMilitary and Family Military Leave

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

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to attach a copy of their orders to a District leave request form when they prepare the request for military leave.

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

Family military leave under the Family and Medical Leave Act (FMLA) will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference:      Neb. Rev. Stat. Sections 55-160 to 55-166;  
                              Neb. Rev. Stat. Sections 55-501 to 55-507  
                              29 U.S.C.A. Sections 2611, et seq. and 29 CFR Part 825  
                              38 USC Sections 4301 to 4333 and 20 CFR Part 1002

Date of Adoption:    [Insert Date]

Personnel - All EmployeesNotification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration;
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
    - i. Would impact the responsibility to be a role model for students;
    - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students, including on extracurricular activities; or
    - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
  - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
  - e. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall

be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Date of Adoption: [Insert Date]

Personnel - All Employees

Wage and Deduction Information

Within ten working days after a written request is made by an employee, the Superintendent or designee shall furnish the employee with an itemized statement listing the wages earned and the deductions made from the employee's wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

Legal Reference:      Neb. Rev. Stat. Sec. 48-1230

Date of Adoption:      [Insert Date]

Personnel - All EmployeesProfessional Boundaries Between Employees and Students

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children. Employees shall not friend or follow students on any social networking site.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.

- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.
- "Grooming," which includes 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.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. A staff member seeking an exception must receive advance approval from his or her administrator. If a staff member is unable to communicate with an administrator in advance (such as in the event of an emergency), the staff member must notify the administrator as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects a District employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Superintendent as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Legal Reference:      Neb. Rev. Stat. Sec. 79-879

Date of Adoption:    [Insert Date]

Personnel - All EmployeesProfessional Boundaries Between Employees and Students**Definitions:**

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;

Personal communication system means 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;

School employee means a person nineteen years of age or older who is employed by a public, private, denominations, or parochial school approved or accredited by the State Department of Education. Neb. Rev. Stat. § 28-720. School employee also includes any person who is contracted with, or otherwise paid by the district and who has access to or interaction with students including all student teachers or interns.

Sexual contact has the same meaning as in section 28-318;

Sexual penetration has the same meaning as in section 28-318; and

Student teacher or intern has the same meaning as in section 79-875.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of this policy or any violation of professional boundaries is misconduct and will likely result in disciplinary action.

In addition, a violation of employee and student boundaries is also a violation of standards of professional conduct which could result in the revocation of a certificated educator's certificate or permit. 92 Nebraska Administrative Code Chapter 27.

Such violations could also result in a referral to the Nebraska Department of Health and Human Services and law enforcement.

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

**Prohibited Activity:**

Engaging in any relationship that involves sexual contact or sexual penetration with a student while the student attends the school where the employee works and for one year after the student graduates or otherwise ceases enrollment.

The following is a non-exclusive list of actions that will be regarded as a violation of the professional boundaries that all employees are expected to maintain with all students. In addition, repeatedly engaging in any of these activities or a combination of these activities are examples of grooming as defined in this policy.

1. Communication with students through any method not approved or not designated by the school district including social networking apps or websites and texting, or other instant messaging, one-on-one with any students.
2. Communication with students on any matters or subjects that do not pertain to school or school-related activities. School or school related activities include student homework, in class activities, school sponsored sports or clubs or any other school-sponsored activity.
3. Engaging in any kind of behavior or communication that could be reasonably construed as a sexual advance or respond in any positive manner to a student's sexual advance.
4. Being alone with a student anywhere where all doors to such room are closed.
5. Showing a student any inappropriate or sexually suggestive material that is not part of classroom lesson or curriculum known to appropriate school authorities.
6. Telling jokes with sexual themes or subject matter.
7. Invading a student's physical privacy. One example would be walking in on a student changing in a locker room or bathroom when the employee has no duty to be there.
8. Intruding on a student's personal physical space in any manner that makes a student uncomfortable.
9. Initiating unwanted physical contact.
10. Treating one student differently from other students either by providing privileges or failing to enforce school policy or other disciplinary action.
11. Discussing an educator's private personal matters with a student and inquiring about a student's private personal matters when no basis for concern about the student's health or safety.
12. Providing rides to a student in an employee's personal vehicle without the express written permission of a student's parent or guardian and permission from an administrator unless another school employee is in the vehicle.
13. Meeting with a student outside of school for any reason other than a school sponsored activity or event.
14. Having a student in an employee's home without a student's parent or appropriate chaperone.
15. Giving or receiving gifts to or from one student. A gift to a class or the same gift to a group of students is not prohibited.
16. Consuming alcohol in the presence of any student when the student's parent or

guardian is not present or consuming illegal drugs in the presence of students at any time.

17. Providing alcohol or illegal or unauthorized drugs or medications to a student under any circumstances.
18. Any other behavior with could exploit the unique position of trust and authority between a student and employee.

Exceptions to these prohibitions may include:

1. Communicating with your own child or another student with whom there is personal relationship that exists independent of that child being a student at the same school where the employee works such as when the student is a relative, neighbor or fellow member of a group or organization outside of the school or school sponsored setting when such communications pertain to such a group or organization.
2. An emergency or concern for that student's immediate health or safety.
3. A singular chance encounter at a public place provided the encounter provided there is no additional violation of this policy

Except in the case of a true emergency, or an unplanned chance encounter, employees must obtain permission in writing from his or her administrator prior to engaging in such communication.

**Permissible methods to communicate with students outside of school:**

The Superintendent or Superintendent's designee will circulate to staff the District-approved apps or social media sites that employees may use to communicate with student regarding educationally related topics.

In addition, employees may utilize:

1. Text messages that include at least one other adult and a student. The adult may either be the student's parent or guardian or another school employee.
2. Use of social media through a district approved social media account as a coach or supervisor of a school sponsored club or activity. However, even approved social media communication must abide by the standards of professional conduct and must be professional in nature and in the best interest of the school district.
3. Use of the school district email system.

Allowing students to view an educator's social media postings is not a preferred method of communication. Educators are responsible for any social media postings that is viewed by students when such posting violates the standards of professional conduct.

**Permissible ways to engage with students when the employee has concerns about the student's well-being:**

1. Contact the guidance counselor and ensure the student's parent or guardian is aware of your concerns.
2. Contact the student's parents or guardian if the concern is not with the parent or guardian.
3. If you believe the student is in immediate danger, contact the Nebraska Department of Health and Human Services child abuse hotline or contact law enforcement.

**Reporting Violations:**

If any school employee violates this policy or has reason to believe another employee has violated this policy, the employee is required to make a report to the superintendent within 24 hours. The school employee also has an obligation to report to the Nebraska Health and Human Services and the Nebraska Department of Education.

The most serious violations shall be reported immediately. The Superintendent shall also ensure a report is made to the Nebraska Department of Education, the Nebraska child abuse and neglect hotline and law enforcement authorities as required by law and notify the school Board President. If the superintendent is the alleged violator or fails to take appropriate steps, the School Board President shall be notified by the school employee.

Students who feel his or her boundaries have been violated or know of another student whose boundaries have been violated may report to any school employee he or she is comfortable to confide in. That school employee will then have an obligation to report as identified above.

Reprisal or retaliation for good faith reports made by students or school employees is itself a violation and is prohibited.

**Records retention:**

School employees are required to maintain copies of any communication exchanged with students via a personal communications system. Such copies must be maintained pursuant to district records retention policies and schedules. The records may be kept electronically or in hard copy or any format easily retrievable by the employee upon request. Any employee who is unable to produce copies of such communications for any reason will be in violation of this policy.

**FERPA and Confidentiality:**

School employees are encouraged to consult their school's policy on confidentiality of personally identifiable student information before posting any information regarding student or student activities online.

Legal Reference: Neb. Rev. Stat. Sec. 79-879

Date of Adoption: [Insert Date]

Personnel - All Employees

Prohibition on Aiding and Abetting Sexual Abuse

A school employee, contractor, or agent of the school district is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or designee.)

Legal Reference: ESSA Sec. 8038, Sec. 8546

Date of Adoption: [Insert Date]

Personnel - All EmployeesWorkplace Privacy Policy

1. The District will abide by the Nebraska Workplace Privacy Act and will not:
  - a. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
  - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
  - c. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
  - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
  - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference: Nebraska Revised Statutes Sections 48-3501 to 48-3511  
Date of Adoption: [Insert Date]

Personnel - All EmployeesEmployee Fundraising

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise (such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent's designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

- a. The employee shall inform the Superintendent or Superintendent's designee of any content (including online messages or requests) that the employee intends to publish.
- b. The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.
- c. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent's designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Date of Adoption: [Insert Date]

Personnel - All EmployeesLeave for CourtA. Jury Duty

In the event that a District employee receives notice that he or she may be required to serve on a jury, the employee shall notify as soon as possible the building principal of the potential jury duty day(s). In doing so, the employee must provide a copy of the jury summons or notification from the court. The employee and building principal must work cooperatively to schedule any arrangements that need to be made while the employee serves on the jury, such as lesson planning for a substitute teacher.

In the event that a District employee is selected for jury duty, the employee shall immediately notify the building principal. For any day that the employee actually serves on the jury, the District will pay the employee the difference between the employee's regular daily wages that the employee would have earned that day and the amount that the employee receives as payment for jury service. An employee who serves on a jury will not be required to use or lose any available leave days in order to serve on the jury.

In the event that a District employee is not selected for jury duty, then such employee shall immediately notify the building principal and report to work as scheduled.

B. Subpoenas

In the event that a District employee is subpoenaed as a witness in a legal matter, the District will accommodate the employee's leave, as long as the employee provides reasonable advanced notice to the building principal. The employee and building principal must work cooperatively to schedule any arrangements that need to be made while the employee is absent, such as lesson planning for a substitute teacher. For any hours that the employee testifies in a legal proceeding during a regularly scheduled work day, the District will pay the employee the difference between the employee's regular daily wages that the employee would have earned and the amount that the employee receives for testifying as a witness. An employee who misses work to testify will not be required to use or lose any available leave days in order to testify. An employee will not lose any other benefits (such as health insurance) for serving on a jury.

Notwithstanding anything to the contrary in this policy, if a District employee is either (1) a party to a legal matter or (2) subpoenaed as a witness in a legal matter in which the employee has a personal interest, then the employee will not be paid by the District for any such absence, unless the employee uses available paid leave and such leave is approved in advance by the Superintendent. Legal matters that involve an employee's personal interest may include criminal proceedings (including traffic citations) against the employee, divorce or family law proceedings involving the employee or a member of the employee's family, or civil disputes between the employee and a third party; however, the Superintendent shall have the final say on whether an employee has a personal interest in the legal matter at issue.

C. Subject to Negotiated Agreement

In the event that any provision(s) of this policy conflict with the applicable negotiated agreement, then such provision(s) of this policy will be disregarded and the negotiated agreement will control.

Legal Reference: Neb. Rev. Stat. Sections 25-1223 & 25-1640

Date of Adoption: [Insert Date]

Personnel - All EmployeesWage Information

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function, who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing or other similar action.

Legal Reference: LB 217 (2019)

Date of Adoption: [Insert Date]

Personnel - All EmployeesInjury Leave

A District employee who believes that they have been physically injured within the employee's scope of employment by another individual who intentionally, knowingly, or recklessly causes bodily injury to such employee must report such injury to the employee's administrator as soon as practical. An administrator will then investigate the circumstances to determine if the employee qualifies for paid injury leave. The employee may be required to provide confirmation from a physician regarding the causation and the period of time for which an employee is unable to work. If the administrator determines that the employee qualifies for paid injury leave, then the employee will receive up to seven calendar days of paid injury leave to cover the amount of time that the employee was otherwise scheduled to work. Such paid injury leave will not count against the employee's other available leave.

If the administrator determines that the employee does not qualify for paid injury leave, then the employee may be required to use other available leave. There is no appeal process for an employee who has been denied a request for paid injury leave.

Legal Reference: LB 1186 (2020)

Date of Adoption: [Insert Date]

Personnel - All EmployeesIntellectual Property and Work-for-Hire

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

A. Covered Works

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

1. Patents;
2. Copyrights;
3. Trademarks;
4. Trade secrets;
5. All other information and data owned by the District.

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

B. Ownership of Covered Work

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

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

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

C. Employee Resolution Process

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

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

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

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

Date of Adoption: [Insert Date]

**CLASSIFIED EMPLOYEE'S  
EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between [Name] Public Schools, hereinafter referred to as the "District," and \_\_\_\_\_, hereinafter referred to as the Employee.

**WITNESSETH:** The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

**Section 1. Term of Contract.** The term of this contract shall commence effective on the 1<sup>st</sup> day of August, 20\_\_, and shall terminate on the 31<sup>st</sup> day of July, 20\_\_. The contract and employment is on an "at will" basis and may be earlier terminated pursuant to Section 4. The contract may be extended for like periods by written agreement.

**Section 2. Compensation and Benefits.**

- a. Salary Worksheet. Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto and incorporated by this reference. Salary shall be payable in twelve equal installments on the regular payroll date each month.
- b. Leaves. Vacation leave days are earned on a proportionate basis throughout the year (for example, if the District provides 12 days per year, one day is available each month); the District may permit advance leave days to be taken in its discretion. Unused leave does not carry forward from one year to another. There shall be no pay in lieu of unused sick leave.
- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement. This employment is subject to provisions of the School Employees State Retirement Act.
- e. FLSA Exemption: Employee is Exempt \_\_\_\_ Not Exempt \_\_\_\_ (check as applicable) under the FLSA guidelines. Employee agrees that this overtime-exempt determination is accurate.

**Section 3. Duties of Employee.**

- a. Position. Employee is employed in the position of \_\_\_\_\_.
- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies. The Employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time, with or without notice to the Employee.
- d. Duty Hours. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable in-person attendance is an essential function of the Employee's position.
- e. Assignment. The Employee may be assigned to different positions and duties and in such event the Board shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

**Section 4. Termination of Employment.**

- a. Termination by District. This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. Termination by Employee. In the event of Employee submits a resignation or otherwise terminates the agreement prior to July 31, 20\_\_ (or prior to an extended term entered into between the District and the Employee), the resignation shall not become effective until approval by the Board which, unless waived by Board action, shall be subject to the condition that Employee pay liquidated damages for such early termination as follows: resignation effective more than 90 days prior to term—fifteen percent (15%) of annual salary; resignation effective more than 60 days but less than 90 days prior to term—ten percent (10%) of annual salary; and resignation effective at any other time prior to the effective date but without two (2) weeks written notice—five percent (5%) of annual salary. The Employee agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.
- c. Compensation upon Termination. Upon termination, the compensation to be paid 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 termination bears to the twelve months in the annual salary period in which termination occurs. (In the event salary is fixed on a period other than twelve months, the same proration method shall be used for the period over which the salary has been fixed). Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination, shall be refunded to the District by the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

**Section 5. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 6. Entirety of Agreement and Amendments.** This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or the Board of Education.

Executed this ___ day of _____, 20__.  _____ <b>Employee</b>	Executed this ___ day of _____, 20__. <b>[Name] Public Schools</b>  By: _____ Superintendent or other Authorized Official
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**SALARY AND BENEFIT WORKSHEET**

**General Information:**

Employee Name:	Employee Number:
Building:	Assignment:

**PPACA Full-Time Employee Calculation:**

Hours Per Day: _____	x Days Per Fiscal Year: _____	÷ Weeks Per Fiscal Year: _____	= Average Hours Per Week: _____	PPACA Status (✓): ( ) Full-Time ( ) Not Full Time
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**Salary & Benefits and Deductions:**

SALARY/COMPENSATION	
Schedule Placement: [If any].	
Hourly Rate:	\$
School District Fringe Benefit Contribution:	\$
Extra Duty Hourly Rate:	\$
DEDUCTIONS PER PAY PERIOD	
Blue Cross Blue Shield – Employee Paid Premiums through Section 125 Plan	\$
Life Insurance	\$
Medical Reimbursement through Section 125 Plan	\$
Dependent Care through Section 125 Plan	\$
Annuities	\$
United Way	\$
Credit Union	\$
Direct Deposit	\$

**Leaves:** All leaves are per fiscal year.

LEAVE	DAYS
Vacation Leave	
Personal Leave	
Sick Leave	

Please use this worksheet to make any changes in your deductions. Salary Reduction Agreements are required to make changes to annuities. As an employee of the [Name] Public Schools, I voluntarily authorize the above deductions effective on the signed date.

_____ Employee	Date: _____, 20__.
_____ Superintendent	Date: _____, 20__.

Personnel - Non-Certificated Employees

Complaint Form

This complaint form is to be used when a non-certificated employee of [Name] Public Schools has a personal complaint related to his/her employment. The initial step for such a complaint is to have a conference with the school principal or with the supervisory officer directly in charge. That step may be undertaken informally, without completing this form.

This form is to be completed if the employee is dissatisfied with the outcome at the initial step and wishes to have his/her complaint reviewed at the next level.

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

Name: \_\_\_\_\_

(1) Description of the complaint:

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

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

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

(3) Identify and attach any material supporting the complaint:

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

(4) Date of the personal conference with the principal or supervisory officer: \_\_\_\_\_

(5) Response given by principal or supervisory officer to the employee's complaint:

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

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

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

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate and I give permission for an investigation to be made into this complaint.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Personnel - All EmployeesStaff Payments During Closure

In the event of inclement weather, a pandemic, or other unexpected or extraordinary circumstances, the Board of Education or the Superintendent may close school or a particular school building in order to protect staff and students from harm, and will establish a reopen date when it is safe to return. If such closure extends for a long period of time as determined by the Superintendent, then the Superintendent may implement procedures, agreements, or other requirements to compensate staff during a closure to ensure staff return to employment after the closure. The District may consistently pay staff according to District policies and procedures already established by salaries or wages.

Legal Reference: 2 C.F.R. Sec. 200.430

Date of Adoption: [Insert Date]

Personnel -AllRecruitment and Selection

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

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

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

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

*i. Level 1 (Investigation and Findings):*

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

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

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

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

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

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

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

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

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

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

*ii. Level 2 (Appeal to the Superintendent):*

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

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

*iii. Level 3 (Appeal to the Board):*

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

**4. Confidentiality:**

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

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

**5. Training:**

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

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

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**7. Preventive Measures:**

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

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

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

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

Date of Adoption: [Insert Date]

### Notice of Nondiscrimination

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

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

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

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

Personnel - All EmployeesDuty Hours of Employees

1. Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.
2. Teachers shall make arrangements to be available to students after school. Unless otherwise specified by the Superintendent or by negotiated agreement, members of the professional staff shall be on duty 30 minutes before the start of school and 30 minutes after the end of the day to plan and to carry out their individual professional responsibilities as determined by the Superintendent and the building principals. Teachers shall be provided with a one half hour duty free lunch period.
3. All other staff shall be on duty as determined by the Superintendent.
4. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.

Date of Adoption: [Insert Date]

Personnel - All Employees

Absence From Building

1. Employees may not be absent from their respective assignments during duty hours except by permission of their immediate supervisor or Superintendent. Employees shall check out of the building whenever absent during the day.
2. Employees may be excused from the building for periods not to exceed thirty (30) minutes with the approval of their immediate superior officer or Superintendent for matters of personal business which cannot be completed after regular school hours. Personal absence leave forms shall be completed in the event the absence from the building exceeds 30 minutes.

Date of Adoption: [Insert Date]

Personnel - All EmployeesFamily and Medical Leave Policy

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

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Family and Medical Leave Policy

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

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



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

U.S. Department of Labor  
Wage and Hour Division



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

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

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

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

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

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

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

### SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

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

Employee Name: \_\_\_\_\_

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION II – ADDITIONAL INFORMATION NEEDED

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

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
  - Health Care Provider for the Employee
  - Health Care Provider for the Employee's Family Member
  - Qualifying Exigency
  - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is  attached /  not attached.

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

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

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

### Part A: FMLA Leave Entitlement

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

Employee Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

(*Check all that apply*)

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

The applicable conditions for use of paid leave include: \_\_\_\_\_.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to \_\_\_\_\_  
\_\_\_\_\_ available at: \_\_\_\_\_.

Employee Name: \_\_\_\_\_

**Part C: Maintain Health Benefits**

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

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

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

**Part D: Other Employee Benefits**

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

**Part E: Return-to-Work Requirements**

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

**Part F: Other Requirements While on FMLA Leave**

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

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

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

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

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

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

**Designation Notice  
under the Family and Medical Leave Act**

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



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

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

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

**SECTION I - EMPLOYER**

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

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

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

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

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

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
  - The FMLA does not apply to your leave request.
  - As of the date the leave is to start, you do not have any FMLA leave available to use.
  - Other \_\_\_\_\_
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

**SECTION II – ADDITIONAL INFORMATION NEEDED**

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

If you have any questions, please contact: \_\_\_\_\_ at \_\_\_\_\_  
(Name of employer FMLA representative) (Contact information)

**Incomplete or Insufficient Certification**

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

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

Employee Name: \_\_\_\_\_

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

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

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

### Second and Third Opinions

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

## SECTION III – FMLA LEAVE APPROVED

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

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

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

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

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

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

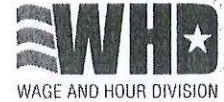
### PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

**Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the 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: 6/30/2023

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. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I – EMPLOYER**

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

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

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

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

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

(4) Employee's job title: \_\_\_\_\_ Job description ( is /  is not) attached.  
Employee's regular work schedule: \_\_\_\_\_  
Statement of the employee's essential job functions: \_\_\_\_\_

*(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)*

**SECTION II - HEALTH CARE PROVIDER**

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

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

Employee Name: \_\_\_\_\_

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

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

- (1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)
- (2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_
- (3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

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

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

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_

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

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

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

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

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

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

Employee Name: \_\_\_\_\_

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

**PART B: Amount of Leave Needed**

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

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

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

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

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

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) \_\_\_\_\_

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

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

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

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

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Employee Name: \_\_\_\_\_

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee ( was not able /  is not able /  will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

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

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
<b>Inpatient Care</b>
<ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<b><u>Incapacity Plus Treatment:</u></b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none"><li>○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<b><u>Pregnancy:</u></b> Any period of incapacity due to pregnancy or for prenatal care.
<b><u>Chronic Conditions:</u></b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
<b><u>Permanent or Long-term Conditions:</u></b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
<b><u>Conditions Requiring Multiple Treatments:</u></b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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

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

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

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

**U.S. Department of Labor  
Wage Hour Division**



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

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

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

**SECTION I - EMPLOYER**

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

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

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

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

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

**SECTION II - EMPLOYEE**

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

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

- (2) Select the relationship of the family member to you. The family member is your:
- Spouse
  - Parent
  - Child, under age 18
  - Child, age 18 or older and incapable of self-care because of a mental or physical disability

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

Employee Name: \_\_\_\_\_

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

- Assistance with basic medical, hygienic, nutritional, or safety needs  Transportation  
 Physical Care  Psychological Comfort  Other: \_\_\_\_\_

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

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

Employee

Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

### SECTION III - HEALTH CARE PROVIDER

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

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

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **PART A: Medical Information**

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

(1) Patient's Name: \_\_\_\_\_

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

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

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

Employee Name: \_\_\_\_\_

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

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

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than three* consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_

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

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

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

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

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

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

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

### **PART B: Amount of Leave Needed**

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

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

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

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

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

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ (e.g. 3 days/week)

Employee Name: \_\_\_\_\_

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

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

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

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

**Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-115)**

**Inpatient Care**

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

**Continuing Treatment by a Health Care Provider (any one or more of the following)**

**Incapacity Plus Treatment:** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.

**Chronic Conditions:** Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

**Permanent or Long-term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

**Conditions Requiring Multiple Treatments:** Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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

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

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

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



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

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

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

**SECTION I - EMPLOYER**

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

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by \_\_\_\_\_ (mm/dd/yyyy).  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

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

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:  
\_\_\_\_\_  
*First Middle Last*
- (2) Select your relationship of the military member. The military member is your:  
 Spouse     Parent     Child, of any age

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

Employee Name: \_\_\_\_\_

**PART A: COVERED ACTIVE DUTY STATUS**

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

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

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

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

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

**PART B: APPROPRIATE FACTS**

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

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

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

Childcare related activities for the child of the military member (e.g., arranging for alternative childcare):  
\_\_\_\_\_

Employee Name: \_\_\_\_\_

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility):  
\_\_\_\_\_
- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): \_\_\_\_\_
- Any other event that the employee and employer agree is a qualifying exigency: \_\_\_\_\_

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

**PART C: AMOUNT OF LEAVE NEEDED**

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

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

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

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

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

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

I am able to work \_\_\_\_\_  
(e.g., 5 hours/day, up to 25 hours a week)

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

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

Employee Name: \_\_\_\_\_

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

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

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

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

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

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

**PART D: THIRD PARTY INFORMATION**

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

Individual (e.g., name and title) or Entity / Organization: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Describe purpose of meeting: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

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

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

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

**U.S. Department of Labor  
Wage Hour Division**



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

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

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

**SECTION I - EMPLOYER**

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

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

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by: \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER**

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

**PART A: EMPLOYEE INFORMATION**

- (1) Name of the current servicemember for whom employee is requesting leave: \_\_\_\_\_

Employee Name: \_\_\_\_\_

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

- Spouse                       Parent                       Child                       Next of Kin

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

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

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

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

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

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*  
 Assistance with basic medical, hygienic, nutritional, or safety needs  
 Psychological Comfort                       Physical Care  
 Transportation                       Other: \_\_\_\_\_

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

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

**SECTION III - HEALTH CARE PROVIDER**

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

Employee Name: \_\_\_\_\_

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

**PART A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider's Name: *(Print)* \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

**PART B: MEDICAL INFORMATION**

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

(1) Patient's Name: \_\_\_\_\_

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

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

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

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

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

Employee Name: \_\_\_\_\_

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
  - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

**PART C: AMOUNT OF LEAVE NEEDED**

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

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date \_\_\_\_\_ *(mm/dd/yyyy)* and end date \_\_\_\_\_ *(mm/dd/yyyy)* for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ *(e.g. 3 days/week)*
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur \_\_\_\_\_ times per  
(  day /  week /  month ) and are likely to last approximately \_\_\_\_\_ (  hours /  days ) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ *(mm/dd/yyyy)*

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

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Personnel - All EmployeesAdoption Leave

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

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

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

**Section 1 Drug-Free Workplace**

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

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

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

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

### **Section 2 Alcohol and Drug Testing**

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

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

Date of Adoption: [Insert Date]

## 4009 - APPENDIX 1

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

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

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

Superintendent of Schools  
Secondary Principal

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

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

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

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

1. **Alcohol concentration.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**  
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**  
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

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

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

- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

### 3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

### 4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
  - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
  - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

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

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

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

6. **Follow-up testing.**

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

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

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesBloodborne Pathogen Compliance PlanA. Procedures for Control of Communicable Diseases.

The School District shall cooperate with county and state health departments in developing procedures for the control of communicable disease in School District programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Superintendent or designee shall establish an exposure control plan in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard.

B. Students

1. Contagious and Infectious Diseases. Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control (173 NAC 3). A student showing any signs or symptoms of a contagious or infectious disease will be excluded from attending [Name] Public Schools or programs in accordance with the Contagious and Infectious Disease Chart attached to those regulations and not be allowed to return until the minimum isolation period has elapsed, and all signs or symptoms of illness have disappeared in accordance with the Chart. Students with contagious or infectious diseases or conditions other than those listed in the Chart will be subject to exclusion until the student's physician gives a written statement that the disease or condition is not in a communicable stage or there is minimal risk of transmission to others in a school program setting.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). A student with such a disease shall not be excluded or be subject to different treatment concerning services or participation in activities in the absence of an individualized determination that exclusion or modifications are appropriate because the student's condition poses an imminent threat to the health or the safety of others in the School District or program community. Such a determination shall be made by following established policies and procedures for students with chronic health problems or students with disabilities. Decision makers are to consult with the student's physician and parent or guardian; respect the student's and family's privacy rights; and reassess the placement if there is a change in the student's need for accommodations or services.

In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of

the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.

3. Reporting. Employees who become aware that a student has been diagnosed with or is suspected of having a reportable disease shall immediately inform the Superintendent or designee, who shall notify the appropriate Superintendent of the school in which the student is enrolled and make a report to the Board of Health where required by law.

#### C. Employees

1. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. Employees should in general follow the same guidelines for absence from work as a student is to follow under the guidelines of the Contagious and Infectious Disease Chart of the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control. Prior to returning to work, employees shall upon request submit a physician's written statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

#### D. General Provisions

1. No Discrimination or Harassment. No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.
2. Privacy. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student or other employee. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination.

No information regarding a person's bloodborne pathogen status will be divulged to any individual or organization other than School District employees or agents who have a need to know of the circumstance, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

3. Records. All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA standards.

All health records, notes, and other documents that reference a student's bloodborne pathogen status will be maintained in a separate confidential medical file for the student.

4. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of The School District established in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.
5. Staff Development. The Superintendent or designee will make communicable disease and bloodborne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about School District policies.

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) Sections 20-167 and 20-168 (HIV/AIDs statutes)  
Neb. Rev. Stat. Sec. 79-264 (student emergency exclusion)  
29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation)  
ADA-42 U.S.C. Sec. 12101 et seq.; 28 CFR Sec. 35.101 et seq.  
Rehabilitation Act of 1973, Section 504--29 U.S.C. Sec. 791, et seq.; 34 CFR Sec. 104, et seq.  
Nebraska Fair Employment Practices Act—Sections 48-1101 to 48-1126  
20 U.S.C. 1232g (FERPA)

Date of Adoption: [Insert Date]

Personnel - All EmployeesInfectious Diseases

In the event that a student, employee, or other person in frequent contact with students, employees or others present in [Name] Public Schools contracts an infectious disease, the determination of whether that person should be permitted to remain on duty, attend school or participate in school activities shall be made on a case-by-case basis. The following factors will be taken into consideration:

- (1) The behavior, neurological development, and physical condition of the student;
- (2) The expected type of interaction with others in the school setting;
- (3) The impact on both the infected person and others in that setting.

The determination of whether or not the infected person remains in the school shall be based on scientific and medical evidence.

When it is determined that an infected student poses an imminent threat to the health and safety of the school community or that the student's conduct presents a clear threat to the physical safety of himself, herself, or others, the provisions of the Communicable and Infectious Disease policies shall be implemented, providing for the exclusion of that student.

Any person with an infectious disease will retain the rights of confidentiality and privacy, limited to individuals in a need-to-know position (administrators and board members). The community shall be informed that an infectious disease is present in the school system and that the person will be excluded if the situation warrants such action, based on medical and legal advice. No information will be given out about the individual, his or her specific medical record, or about the family without the written permission of the individual (adult) or parent/legal guardian (student).

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) Sections 20-167 and 20-168 (HIV/AIDs statutes)  
Neb. Rev. Stat. Sec. 79-264 (student emergency exclusion)  
29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation)  
ADA-42 U.S.C. Sec. 12101 et seq.; 28 CFR Sec. 35.101 et seq.  
Rehabilitation Act of 1973, Section 504--29 U.S.C. Sec. 791, et seq.; 34 CFR Sec.104, et seq.  
Nebraska Fair Employment Practices Act—Sections 48-1101 to 48-1126  
20 U.S.C. 1232g (FERPA)

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesContract

Certificated employees shall be recommended for hiring by the Superintendent with the final approval by the Board of Education prior to hiring. Final approval must be made by formal motion of the Board of Education. The final approval by the Board of Education should generally follow closely the recommendation of the Superintendent whenever possible, but such approval of recommendation is not mandatory on the Board of Education.

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

1. The contract must be in writing and contain such provisions as are required by law.
2. The employed person must hold a valid teaching or administrative certificate at all times.
3. The employed person must not be under contract to another district in this state.
4. The contract must be approved by at least four (4) school Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Legal Reference:     Neb. Rev. Stat. Sec. 79-817  
                          Neb. Rev. Stat. Sec. 79-818  
                          Neb. Rev. Stat. Sec. 79-819

Date of Adoption:    [Insert Date]

Personnel - Certificated EmployeesAgents/Tutors

Teachers and other certificated staff shall not act as agents, or accept commission, royalties, or other rewards for books or other school materials, the selection or purchases of which they may influence.

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the School District without advance approval of the Superintendent:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the School District; or
2. in a facility owned or under the control of the District; or
3. during the employee's duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the School District to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the School District.

Legal Reference: NDE Rule 27, Sections 27.402E, 27.403F and 27.404B

Date of Adoption: [Insert Date]

PersonnelProfessional GrowthRequired Professional Growth Activities

Every six years the teachers in the [Name] Public Schools system shall give evidence of professional growth as is approved by the school board in order to remain eligible for continued employment. Educational travel, professional publications, work on educational committees, college work, or such other activity approved by the school board may be accepted as evidence of "professional growth".

Professional Growth Period - This refers to each six year period during which teachers are required to give evidence of professional growth. A tenured teacher, upon employment on September 1, begins his/her initial six year growth period at that time, and end it on August 31, six years later. The beginning of the seventh year starts the second six year period.

Professional Growth Points - All teachers must earn a total of 24 professional growth points during each professional growth period. Each activity of professional growth has its own criteria for acceptance and evaluation. It is the individual teacher's responsibility to show that the activity did actually contribute to his/her professional development and to their increased effectiveness in the capacity in which he/she is employed. The requirement of proof may be accomplished in a variety of ways such as: written reports, AV presentations, grade transcripts, etc.

Procedures for Applying for Growth Credit - Application for accreditation of professional growth activities and college credit shall be made on forms prescribed by the Professional Growth Committee. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit. Any activity not clearly defined as a possibility for professional growth must have preliminary approval before participation by the superintendent and principal. The application, together with substantiating evidence that the work has been completed, shall be given to the principal's office. After the professional growth committee has considered the application, then reviewed and signed by the superintendent, notice will be sent to the applicant of the approval or non-approval. After all the parties have taken action, the application will be filed in the applicant's personal file. Teachers may earn more than twenty-four professional growth points in a six year period and have these recorded on their record if they so request this to the superintendent/or principal.

Professional Growth Committee - A professional growth committee will be appointed by the superintendent. The principal and two teachers will make up this committee. The teachers will be appointed for a two year period.

Classification of Activities - Listed are the activities for which growth points may be obtained and in addition, the maximum number of points allowed. The required 24 points may be earned in a single year or over a period of six years. Points earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

*Professional Development Activities:*

Professional Development Activity		Point Criteria
I. Course Work		
	A. College or University Courses	One semester hour = 4 pts
	B. Verified Audit of College or University Courses	One semester hour = 1 pt
II. Professional Meetings		
	A. Workshops, curriculum conf. & conventions	Three seat hours = 1 pt <sup>1</sup>
	B. TV or Internet In-service Programs	Six viewing hours = 1 pt
	C. Professional presentations prepared and presented to adults at a workshop, conference, or convention	One hour = 1 pt
III. Other Pre-Approved Activities <sup>2</sup>		
	A. Professional research related to pedagogy	Administrative discretion - up to 4 pts
	B. Publication of work in professional journals or other educational related materials	Administrative discretion - up to 4 pts
	C. Travel to destination related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	D. School visitations or accreditation/visitation committees	One day = 1 pt
	E. Summer employment related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	F. Service as a "cooperating Teacher" for student Teacher.	One semester = 1 pt
	G. Service as an appointive or elected officer of a professional organization	Administrative discretion - up to 4 pts
	H. Other activities not included above may be considered by the Professional Growth Committee after prior approval from the administration	Administrative discretion - up to 4 pts

If a staff member attends a workshop or conference for one and one-half hours (1/2 point possible credit), then that workshop may be referred to the Professional Growth Committee, if accompanied by another application from the same category for another one-half point.

No more than 8 growth points can be awarded in the areas of extra-curricular activities in any growth period.

All applications eligible for consideration must be turned into the principal's office during the six year growth period of time.

Legal Reference: Neb. Rev. Stat. Sec. 79-830

Date of Adoption: [Insert Date]

<sup>1</sup> Except [Name] Public Schools sponsored workshops.

<sup>2</sup> "Pre-approved Activities" shall mean those professional growth activities proposed by the certificated employee to be credits with points for purposes of professional growth under this policy that have been approved for such purpose in writing by the Superintendent and Principal.

Personnel - Certificated EmployeesEvaluation of Teachers

These evaluation procedures are applicable to certificated staff (teachers). Administrators are not covered by this evaluation policy.

1. Communication of Evaluation Process.

Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the certificated staff at the beginning of each school year.

2. Duration and frequency of observations and written evaluations

The duration and frequency of observations and written evaluations for probationary and permanent (tenured) teachers are to be as follows:

a. Probationary Teachers.

- i. Formal observations of probationary teachers shall be based upon actual classroom observations for an entire instructional period.
- ii. Probationary teachers shall be formally observed and evaluated at least once each semester.
- iii. The responsible evaluator is expected to complete the second semester evaluations of probationary teachers prior to April 15 of each year.

b. Permanent Teachers.

- i. Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period.
- ii. Permanent teachers are to be formally observed and evaluated at least once each school year.

c. Teachers' Responsibility. Teachers are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the teacher has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

d. Failure to Complete Evaluations. For permanent teachers, a failure to complete evaluations with the designated duration and frequency shall not give the permanent teacher rights, but is to be considered in evaluating the responsible evaluator's performance.

e. Informal Observations and Evaluations. Informal observations and evaluations may be conducted as the administration determines to be appropriate.

- f. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the teacher or in the discretion of the evaluator.
- g. Conferences. The evaluator is expected to meet with each teacher within five school days of the formal observation to address the observation and any concerns observed during said observation. The evaluator may need to meet with a teacher more frequently if the evaluator determines that follow-up conferences would benefit the teacher.

### 3. Evaluation Criteria

Teachers shall be evaluated based upon the following district-defined evaluation criteria:

- Instruction, which includes:
  - Instructional Process
  - Instructional Climate, which includes Classroom Organization and Management
- Professionalism, which includes:
  - Professional Conduct
  - Personal Conduct
- Improvement, which includes:
  - Teaching Improvement
  - School Improvement

The descriptors set forth in the evaluation instrument approved by the board of education set forth the specific district-defined criterion within each of the foregoing criteria areas.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the teacher in each of the evaluation criteria.

### 4. Communication of Deficiencies

The evaluation process shall include written communication and documentation to the evaluated teacher specifying all noted deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, teachers may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, teachers shall have the duty to comply with such plans. Teachers are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

5. Teacher Responses to Evaluations

Teachers shall be provided seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.

6. Plan for Training Evaluators

All evaluators shall possess a valid Nebraska Administrator's Certificate and be trained to use the evaluation system used in the District. Training sessions in the use of the District's teacher evaluation system will be provided by the Superintendent or designee to all evaluators prior to their participation in teacher evaluations. Refresher training is to be conducted as the Superintendent determines to be needed.

Legal Reference: Neb. Rev. Stat. Sec. 79-828 (Evaluation of Probationary Teachers)  
NDE Rule 10

Date of Adoption: [Insert Date]

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

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

Certificated Personnel-Professional Performance and Code of Ethics

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

**Preamble**

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

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

**Principle I - Commitment as a Professional Educator:**

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

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.

2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

**Principle II - Commitment to the Student:**

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

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.

3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**Principle III - Commitment to the Public:**

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

**In fulfillment of the obligation to the public, the educator:**

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

**Principle IV - Commitment to the Profession:**

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

**In fulfillment of the obligation to the profession, the educator:**

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

**Principle V - Commitment to Professional Employment Practices:**

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

**In fulfillment of the obligation to professional employment practices, the educator:**

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

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

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Qualifications of Non-Certificated Employees

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated EmployeesHiring/Dismissal

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of [Name] Public Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

Dismissal of non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Non-Certified Employees

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

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

Date of Adoption: [Insert Date]

**Classified Employee Notice of Performance Concerns  
[Name] Public Schools**

Employee	Date of Review
Location	Position

**CONCERNS:** Check appropriate items(s)

<input type="checkbox"/> Knowledge and performance of job	<input type="checkbox"/> Failure to follow policies
<input type="checkbox"/> Attendance	<input type="checkbox"/> Ability to work cooperatively with others
<input type="checkbox"/> Punctuality	<input type="checkbox"/> Failure to exhibit appropriate judgment and tact
<input type="checkbox"/> Neglect of Duty	<input type="checkbox"/> Other

Description of Incident including date(s) of occurrence:

Recommendations for Improvement:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\* \_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\*Employee signature indicates that the employee has reviewed this document. The employee is also being notified that further infractions of this nature or any other type may result in further disciplinary action, which may include termination.

Original to file; copies to Employee, Supervisor