

Mark Avery: Present  
Doug Cast: Present  
Wayne Heine: Present  
Larry Paxson: Present  
Jason Richters: Present  
Doug Tonniges: Present  
Present: 6.

## 1. MEETING CALL TO ORDER

### 1. Reading of Public Meeting Notice

### 1. Open Meetings Act

### 2. Roll Call

### 3. Pledge of Allegiance

### 4. Consent Agenda

Motion to re-open the consent agenda to approve bills to be paid. This motion, made by Wayne Heine and seconded by Mark Avery, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea  
Yea: 6, Nay: 0

Motion to add and approve the following bills - David City Public Schools for Psych Services for \$4,618.71 and Barb Barth for Teammates Coord. Reimb. for \$151.42. This motion, made by Mark Avery and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea  
Yea: 6, Nay: 0

### 1. Additions/Deletions and Agenda Approval

### 2. Consider Minutes of Previous Meeting(s) and Their Approval

### 3. Consider Current Bills and Their Approval

### 4. Consider Treasurer's Report

### 5. Introduction of Guests; Invite Comments

## 2. OLD BUSINESS

1. CONSIDER APPROVAL OF 2017-18 TEACHER HANDBOOKS

Motion to approve the teacher handbook. This motion, made by Wayne Heine and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

3. NEW BUSINESS

1. FBLA PRESENTATION

2. SUMMER PROJECT UPDATE

3. CONSIDER APPROVAL OF MILK BIDS FOR 2017-18 SCHOOL YEAR

Motion to approve the milk bid from Hiland. This motion, made by Doug Cast and seconded by Mark Avery, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

4. CONSIDER APPROVAL OF FUEL BIDS FOR 2017-18 SCHOOL YEAR

Motion to approve the fuel bid from Central Valley Ag. This motion, made by Doug Tonniges and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

5. CONSIDER APPOINTMENT OF SCHOOL ATTORNEY

Motion to approve appointing Karen Haase and the other attorneys in the KSB School Law Office as the school attorneys. This motion, made by Jason Richters and seconded by Doug Tonniges, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

6. CONSIDER APPROVAL OF BOARD GOALS

Motion to approve board goals as presented. This motion, made by Wayne Heine and seconded by Mark Avery, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

7. CONSIDER APPROVAL OF POLICY 4021 VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM

Motion to approve Policy 4021 Voluntary Early Retirement Program. This motion,

made by Larry Paxson and seconded by Jason Richters, Passed.  
Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea  
Yea: 6, Nay: 0

8. CONSIDER APPROVAL OF POLICIES INCLUDING: 2004 OATH OF OFFICE; 2005 CONFLICT OF INTEREST; 2008 OPEN MEETINGS; 2016 PARTICIPATION IN INSURANCE PROGRAM BY BOARD MEMBERS; 3003 BIDDING FOR CONSTRUCTION, REMODELING, REPAIR OF SITE IMPROVEMENTS; 3003.1 BIDDING FOR CONSTRUCTION, REMODELING, REPAIR OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS; 3004 GENERAL PURCHASING AND PROCUREMENT; 3004.1 FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS; 3011 TRANSPORTATION; 3033 LENDING TEXTBOOKS TO CHILDREN ENROLLED IN PRIVATE SCHOOLS; 3036 PURCHASING (CREDIT) CARD PROGRAM; 3042 CONSTRUCTION MANAGEMENT AT RISK CONTRACTS; 3043 DESIGN-BUILD CONTRACTS; 3044 INCIDENTAL OR DE MINIMIS USE OF PUBLIC RESOURCES; 3045 USE OF SNIFFER DOGS; 3046 SERVICE ANIMALS; 3047 DATA BREACH RESPONSE; 4001 NOTICE OF NONDISCRIMINATION; 4010 INCLEMENT WEATHER; 2011 FAMILY MEDICAL LEAVE ACT; 4011.1 NEBRASKA FAMILY MILITARY LEAVE ACT; 4019 WORKPLACE INJURY PREVENTION AND SAFETY COMMITTEE; 4041 STAFF DRESS AND APP

Motion to approve policies including: 2005 Conflict of Interest; 2008 Open Meetings; 3003 Bidding for Construction, Remodeling, Repair, or Site Improvements; 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds; 3004 General Purchasing and Procurement; 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds; 3011 Transportation; 3033 Lending Textbooks to Children Enrolled in Private Schools; 3036 Purchasing (Credit) Card Program; 3042 Construction Management at Risk Contracts; 3043 Design-Build Contracts; 3044 Incidental or De Minimis Use of Public Resources; 3045 Use of Sniffer Dogs; 3046 Service Animals; 3047 Data Breach Response; 4001 Notice of Nondiscrimination; 4010 Inclement Weather; 4011 Family Medical Leave Act; 4011.1 Nebraska Family Military Leave Act; 4019 Workplace Injury Prevention and Safety Committee; 4041 Staff Dress and Appearance; 4053 Conflict of Interest; 4061 Workplace or Non-Workplace Injuries or Illness and Return to Work; and Delete Policy 3038 Procurement, Suspension and Disbarment. This motion, made by Jason Richters and seconded by Mark Avery, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea  
Yea: 6, Nay: 0

9. CONSIDER APPROVAL OF 5000 POLICY SECTION INCLUDING: 5001 COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM; 5002 ADMISSION OF STUDENTS; 5002.1 ADMISSION OF OUT-OF-STATE

STUDENTS; 5003 ADMISSION OF PART-TIME STUDENTS; 5004 OPTION ENROLLMENT; 5005 TRANSPORTATION OF OPTION ENROLLMENT STUDENTS; 5006 FOREIGN EXCHANGE STUDENTS; 5007 ENROLLMENT OF EXPELLED STUDENTS; 5008 PREGNANT OR PARENTING STUDENTS; 5009 ADULT EDUCATION; 5010 IMMUNIZATIONS; 5011 PHYSICAL AND VISUAL EXAMINATION OF STUDENTS; 5012 TESTING AND ASSESSMENT PROGRAM; 5014 HOMELESS STUDENTS; 5015 PROTECTION OF PUPIL RIGHTS; 5016 STUDENT RECORDS; 5017 ROUTINE DIRECTORY INFORMATION; 5018 PARENT AND GUARDIAN INVOLVEMENT IN EDUCATION PRACTICES; 5019 COMMUNICATING WITH PARENTS; 5020 RIGHTS OF CUSTODIAL AND NON-CUSTODIAL PARENTS; 5022 INVESTIGATIONS AND ARRESTS BY POLICE OR OTHER LAW ENFORCEMENT OFFICERS; 5023 STUDENT ILLNESS; 5024 MEDICATION OF STUDENTS; 5025 STUDENT INSURANCE; 5026 SEX EQUALITY IN THE EDUCATIONAL PROGRAM; 5027 SEXUAL HAR

Motion to approve the 5000 Policy Section including: 5001 Compulsory Attendance and Excessive Absenteeism; 5002 Admission of Students; 5002.1 Admission of Out-of-State Students; 5003 Admission of Part-Time Students; 5004 Option Enrollment; 5005 Transportation of Option Students; 5006 Foreign Exchange Students; 5007 Enrollment of Expelled Students; 5008 Pregnant or Parenting Students; 5009 Adult Education; 5010 Immunizations; 5011 Physical and Visual Examination of Students; 5012 Testing and Assessment Program; 5014 Homeless Students; 5015 Protection of Pupil Rights; 5016 Student Records; 5017 Routine Directory Information; 5018 Parent and Guardian Involvement in Educational Practices; 5019 Communicating with Parents; 5020 Rights of Custodial and Non-Custodial Parents; 5022 Investigations and Arrests by Police or Other Law Enforcement Officers; 5023 Student Illness; 5024 Medication of Students; 5025 Student Insurance; 5026 Sex Equality in the Educational Program; 5027 Sexual Harassment of Students by Other Students; 5028 Initiations and Hazing; 5030 Dating Violence; 5031 Student Appearance; 5032 Closed Campus; 5033 Student Driving and Parking; 5034 Handbooks; 5035 Student Discipline; 5036 Lockers; 5037 Student Internet and Computer Access; 5039 Fundraising Activities; 5040 Work Permits; 5041 Student Government; 5042 Bulletin Boards; 5043 School-Sponsored Publications; 5044 Safe Pupil Transportation Plan; 5045 Student Fees; 5046 Secret Organizations; 5048 Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis); 5049 Firearms and Weapons; 5050 Reporting Related to Exempt (Home) Schools; 5053 Self-Management of Diabetes or Asthma/Anaphylaxis; 5054 Student Bullying; 5056 Free Expression by Students; 5057 Parental Involvement in the Title I Program; 5059 Emergency Medical Treatment; 5060 Animals; 5061 Therapy Dogs; 5062 Lice and Nits; 5063 Audio and Video Recording; 5064 Title I Supplement, Not Supplant; 5065 Bed Bugs; 5066 Early Graduation; and 5067 Student Assistance Team Process. This motion, made by Larry Paxson and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Wayne Heine: Yea, Larry Paxson: Yea, Jason Richters: Yea, Doug Tonniges: Yea  
Yea: 6, Nay: 0

10. BUDGET REVIEW

11. 50TH ANNIVERSARY PLANNING COMMITTEE

12. STUDENT AND STAFF RECOGNITION

13. BOARD MEMBER REPORTS

14. SUPERINTENDENT'S REPORT

4. ADJOURN

# CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue  
P.O. Box 187  
Utica, NE 68456-0187  
402-534-2321  
FAX 402-534-2291

Tim DeWaard  
Superintendent  
402-534-2291

Colin Borgen  
Secondary Principal

Dean Davis  
Activities Director

Marni Parrack  
Elementary Principal

Bob Fish  
Counselor

John McClarnen  
Special Services

## CENTENNIAL BOARD OF EDUCATION REGULAR MEETING June 12, 2017

Notice of meeting was published in York News Times on May 20, 2017.

Meeting was called to order at 8:00 p.m. with all board members present. Administrators present were Mr. DeWaard, Mr. Borgen, Mrs. Parrack and Mr. McClarnen. Guest was Dean Davis, Jan Buss, Mikaela Boss, Crystal Becker, Megan McBride, Jarrett Fowler, and Mike Wright.

In lieu of dissent, the consent agenda was approved as presented.

Motion made by Heine, seconded by Richters, to approve the 2017-2018 Athletic Budget as presented. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Discussion of the teacher handbooks was tabled until July board meeting.

Motion made by Richters, seconded by Cast, to approve the elementary and secondary student handbooks. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Heine, seconded by Avery, to approve the application for fiscal year 2017-2018 Title I funds. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Heine, seconded by Cast, to approve the resolution authorizing the issuance of general obligation bonds in an aggregate principal amount not to exceed \$5,900,000 for the purpose of refinancing the district's outstanding series 2013 bonds. Members polled: Avery for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Avery, seconded by Richters, to approve the technology requests. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Cast, seconded by Paxson, to approve the courses for horizontal movement for Mr. Scholl. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Avery, seconded by Richters, to approve the Wellness Policy.  
Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for.  
Motion carried 6-0.

Motion made by Heine, seconded by Cast, to continue the same limits for option enrollment purposes except change 9-12 to 50 students if two sections or 70 if three sections.  
Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for.  
Motion carried 6-0.

Review and implement evaluation procedures for the board, superintendent and staff

Discuss the 5000 policy section.

Heard budget review

Heard update on 50<sup>th</sup> Anniversary planning

Heard Board Member reports

Heard Administrator reports

Motion made by Paxson, seconded by Avery, to approve a 3.9% increase for all non-certified staff, the miscellaneous rates, and 3.9% on total administrative package. Members polled: Avery, for; Cast, for; Heine, for; Paxson, for; Richters, for; Tonniges, for. Motion carried 6-0.

Meeting adjourned at 11:58 p.m.

Douglas Tonniges, Secretary  
Centennial Board of Education

DT:mr

# CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue  
P.O. Box 187  
Utica, NE 68456-0187  
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FAX 402-534-2291

Tim DeWaard  
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Colin Bargaen  
Secondary Principal

Dean Davis  
Activities Director

Marni Parrack  
Elementary Principal

Bob Fish  
Counselor

John McClarnen  
Special Services

## CENTENNIAL BOARD OF EDUCATION Special Meeting June 26, 2017

Notice of special meeting was published in York News Times on June 20, 2017.

Meeting was called to order at 6:00 p.m. with all board members present. Administrator present was Mr. DeWaard.

Purpose of this meeting was for short and long range planning.

Meeting adjourned at 10:08 p.m.

Douglas Tonniges, Secretary  
Centennial Board of Education

DT:mr

## Board Report for Newspaper

JULY 2017

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
AUTO VALUE PARTS STORES	PARTS/SUPPLIES	53.83
AUTO-JET MUFFLER CORP	PARTS	243.14
AWARDS UNLIMITED	SUPPLIES	15.00
BARJENBRUCH, CRAIG	REIMBURSEMENT	218.43
BEAVER HARDWARE	PARTS	617.19
BLACK HILLS ENERGY	FUEL	1,123.78
BLICK ART MATERIALS	SUPPLIES	82.50
BRENTHAVEN	EQUIP	864.86
BROWN & SAENGER	SUPPLIES	193.00
BUSS, JANICE	REIMBURSEMENT	82.87
CAPITOL ONE COMMERCIAL	SUPPLIES	212.65
CENTENNIAL ACTIVITY FUND	DISTRICT REIMBURSEMENT	873.59
CENTENNIAL SALES	SUPPLIES	26.59
CENTRAL NEBRASKA REHABILITATION SERVICES	PHYSICAL THERAPY	9,453.90
CENTRAL VALLEY AG	FUEL	1,281.60
COMPUTER DEALERS INC	HARDWARE	4,036.40
COMPUTER HARDWARE, INC	COMPUTER HARDWARE	13,452.80
COMPUTERS ETC	SUPPLIES	371.47
CORNHUSKER CLEANING SYSTEMS, INC	TIRES/PARTS	15.27
CORNHUSKER INT. TRUCKS INC	EQUIP/MAIN	607.08
CULLIGAN OF CRETE	SUPPLIES	137.00
DAS STATE ACCOUNTING	TELEPHONE	238.96
EASY TIME CLOCK, INC	FEES	26.25
EDUCATIONAL SERVICE UNIT 9	STAFF DEV	219.00
ESU #6	CONTRACTED SERVICES/SUPPLIES	4,219.52
ESU COORDINATING COUNCIL	FEES	312.00
FASTENAL COMPANY	SUPPLIES	1,091.07
FISHER SCIENTIFIC	SUPPLIES	36.36
GOVCONNECTION, INC	COMPUTER EQUIPMENT	3,849.14
HAMPTON INN	LODGING	199.90
HARLEY, ANNE	REIMBURSEMENT	315.25
HERPOLSHEIMERS, INC	PARTS	137.58
HERTZ FURNITURE	SUPPLIES	443.75
HIRERIGHT LLC	PHYSICAL/TESTING	58.80
INSIGHT PUBLIC SECTOR, INC	COMPUTER HARDWARE	7,799.92
KONICA MINOLTA BUSINESS SOLUTIONS	EQUIP MAIN	914.71
KSB SCHOOL LAW	LEGAL SERVICE	791.66
MATHESON TRI-GAS INC	SUPPLIES	126.10
MCCLARNEN, JOHN	REIMBURSEMENT	150.52
MEAD LUMBER - YORK	SUPPLIES	217.32
MILLER SEED & SUPPLY	SUPPLIES	225.00
NANTKES, JENNIFER	CONTRACTED SERVICES	262.90
NASB	FEES	155.00
NATIONAL ART & SCHOOL SUPPLIES, INC	SUPPLIES	2,060.62

**Board Report for Newspaper  
JULY 2017**

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>	
NATIONAL BUSINESS INSTITUTE	REGISTRATION	349.00	
NATIONAL SCHOOL BOARDS ASSOC	DUES/FEES	975.00	
NE COUNCIL OF SCHOOL ADMIN	FEEES	300.00	
NEBRASKA CENTRAL EQUIPMENT, INC	SUPPLIES	197.79	
NECO	EQUIP MAIN	653.70	
NORRIS PUBLIC POWER DISTRICT	ELECTRICTY	8,835.29	
NOTARY PUBLIC UNDERWRITERS, INC	NOTARY EXPENSE	95.00	
NRCSA	DUES/FEES	850.00	
O'REILLY AUTOMOTIVE INC	PARTS	13.99	
PAYFLEX	FEEES	118.80	
POSTMASTER	STAMPS	490.00	
POTTER REPAIR	REPAIRS	1,719.97	
PRESTO-X CO	EXT FEE	107.00	
PYRAMID SCHOOL PRODUCTS	SUPPLIES	3,634.49	
RECYCLING ENTERPRISES OF NE, INC	RECYCLING	40.00	
RIDDELL / ALLAMERICAN SPORTS CORP	SUPPLIES	36.00	
SHERWIN WILLIAMS CO, THE	SUPPLIES	87.61	
SLACK AUTO SUPPLY	PARTS	145.85	
ST. PJ SUPPLY, INC	EQUIP	58.00	
STUDENT ASSURANCE SERVICES INC	INSURANCE	751.25	
SUDRLA, PATTY	CONTRACTED SERVICES	386.15	
SUPPLYWORKS	SUPPLIES	1,092.78	
UTICA PARTS & SERVICE	REPAIRS	67.35	
VERIZON WIRELESS	CELL PHONE	176.08	
VILLAGE OF UTICA	WATER/SEWER	1,280.16	
WALMART COMMUNITY/RFCSLLC	SUPPLIES	135.83	
WINDSTREAM	TELEPHONE	446.07	
YORK GENERAL HOSPITAL	SERVICES	268.04	
YORK NEWS TIMES	ADV/PRINTING	16.31	
		<b>Fund Total:</b>	<b>81,141.79</b>
		<b>Checking Account Total:</b>	<b>81,141.79</b>

**BUILDING FUND**

A.P.M.S. INC	\$8,040.00
Sherwin – Williams Co	<u>623.73</u>
Total	\$8,663.73

**QUALIFIED CAP FUND**

Weathercraft of Lincoln	\$138,000.00
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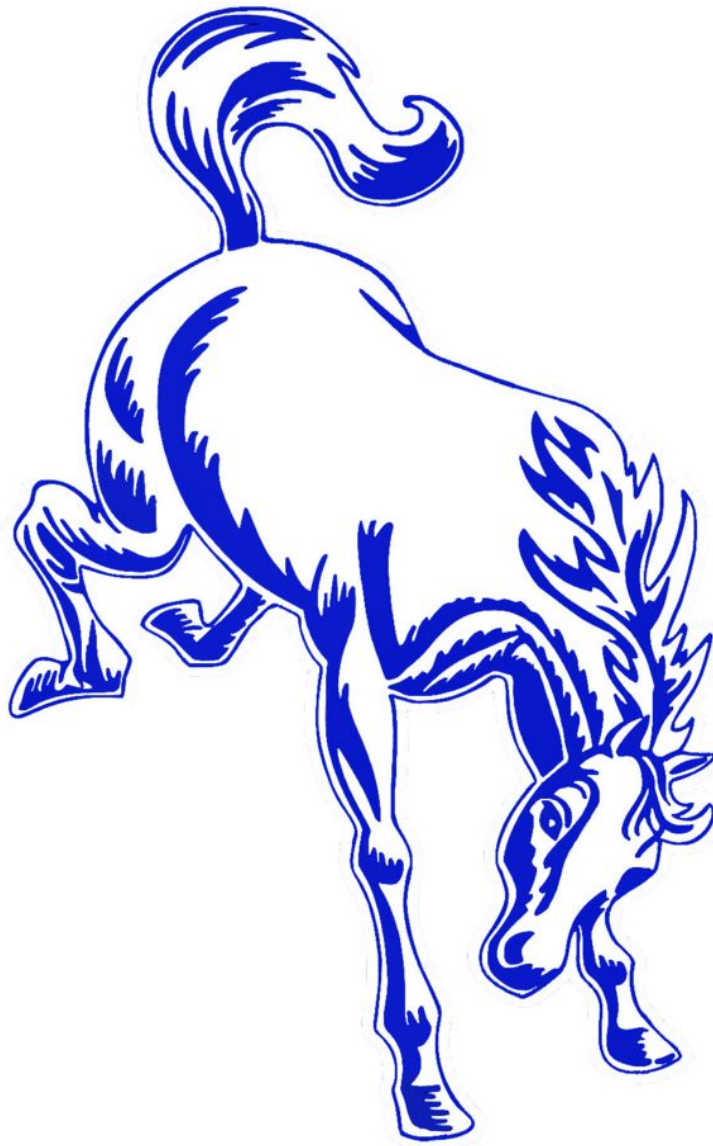
July 2017  
June Bank Statement

**CENTENNIAL PUBLIC SCHOOL INVESTMENTS**

FUND	BANK	TYPE OF INVESTMENT	INT RATE AMOUNT	INT.REC
Lunch Fund	First Bank of Utica	Checking 180000	\$9,307.16	
		Total	\$9,307.16	
Depreciation Fund	Farmers & Merchants	MMA 436 949	\$147,738.41	\$18.21
		Total	\$147,738.41	\$18.21
Unemployment Ins.	Cornerstone Bank	Certificate 613277	\$54,307.22	\$470.93
	Cornerstone Bank	MMA 81190	\$10,808.92	\$1.24
		Total	\$65,116.14	
Building Fund	First Bank of Utica	Checking 18 064 6	\$529,862.44	\$231.89
		Qualified Cap Bond 180554	\$231,968.78	\$92.77
		Total	\$761,831.22	
General Fund	Farmers & Merchants	MMA 436 436	\$92,931.53	\$11.46
	Farmers & Merchants	CD 71455 24mo	\$124,714.88	\$0.00
	Farmers & Merchants	19 mo 2-2016	\$121,518.16	
	First Bank of Utica	CD16282	\$123,497.35	\$0.00
	Cornerstone Bank	MMA 300079871	\$56,372.16	\$6.49
	Cornerstone Bank	CD 613277 36mo 02/17/2020	\$132,354.07	\$0.00
	Cornerstone Bank	CD 71241 16 mo 12/05/2017	\$131,824.05	
	York State, Gresham	MMA 1027291	\$55,678.36	\$6.18
	York State, Gresham	CD 5204	\$192,661.79	\$0.00
	York State, Gresham	CD 5215	\$130,332.10	\$273.69
	First Bank of Utica	PayFlex Acct	\$14,143.57	
		Total	\$1,176,028.02	\$297.82
First Bank of Utica	Checking 180505		\$1,366,746.63	\$239.73
		Total Invested All Accounts Combined	\$1,366,746.63	
			<u>\$3,526,767.58</u>	

Total amount invested at Farmers & Merchants ..... \$486,902.98  
 Total amount invested at First Bank of Utica ..... \$2,275,525.93  
 Total amount invested at Cornerstone Bank, Waco ..... \$385,666.42  
 Total amount invested at York State, Gresham ..... \$378,672.25  
Total Invested \$3,526,767.58

**2017 - 2018**



**CENTENNIAL  
PUBLIC SCHOOL  
Teacher Handbook**



# 2017-2018 TEACHER HANDBOOK Centennial TABLE OF CONTENTS

## Foreword

		Page
Section 1	Intent of Handbook	5
Section 2	Information About Centennial	6
Section 3	School Mission Statement	6
Section 4	Members of the Board of Education	6
Section 5,6,7	Centennial Administrative/Teaching/Counseling/Support Staff	7-10

## Article 1 – School Calendar & Schedules

		Page
Section 1	2017-2018 Centennial School Calendar	11
Section 2	Bronco Schedule	12
Section 3	Severe Weather and School Cancellations	12-13
Section 4	Contract Days	13

## Article 2 – Employment, Compensation and Benefits

		Page
Section 1	Employment	13
Section 2	Assignments	13-14
Section 3	Personnel File	14
Section 4	Grievances and Complaints	14
Section 5	Compensation	14
Section 6	Extended Duty Pay	15
Section 7	Benefits	15
Section 8	Payroll and Payroll Deductions	15
Section 9	Expense Reimbursement	15
Section 10	403(b) Salary Reduction Agreements	16
Section 11	Overtime	16

## Article 3 – Absences from Work

		Page
Section 1	Sick and Personal Leaves	17
Section 2	Payroll Deductions for Absences in Excess of Paid Leave	17-18
Section 3	Leaves of Absence	18
Section 4	Jury Duty	18
Section 5	Military Leave	18
Section 6	Family and Medical Leave Act	19

#### Article 4 - Duties and Responsibilities

		Page
Section 1	Hours of Work & Meetings	19
Section 2	Arrival to Duty Assignments	19-20
Section 3	Leaving School	20
Section 4	Lesson Plans	20
Section 5	Daily Class Record Book	20-21
Section 6	Classroom and School Procedures	21-25
Section 7	Supervision of Students	25-27
Section 8	Managing Student Conduct	27-28
Section 9	Dispensing Medication	28
Section 10	Reporting Child Abuse	29

#### Article 5 – Personal & Professional Conduct

		Page
Section 1	Professional Ethics Standards	29-32
Section 2	Evaluations	32
Section 3	Role Model	32
Section 4	Relationships	32-33
Section 5	Professional Attire	33
Section 6	Private Tutoring	33
Section 7	Outside Employment	33

#### Article 6 – Academic Matters

		Page
Section 1	Purpose and Goals of Academic Achievement	33
Section 2	Teaching to Student Understanding to Assure Learning	34
Section 3	Instruction in the Curriculum	34
Section 4	Measuring and Reporting Academic Achievement	34-37
Section 5	Parent-Teacher Conferences	37

#### Article 7 - Use of School Facilities and Equipment

		Page
Section 1	Drug-Free Workplace	38
Section 2	Smoke and Tobacco-Free Workplace	38
Section 3	Essential Oils	38
Section 4	Weapon-Free Workplace	38-39
Section 5	Use of District Computer Network and Internet	39-44
Section 6	Use of School Facilities	44
Section 7	Care of School Property	44-45
Section 8	Use of Telephone	45
Section 9	Visitors	45
Section 10	Salespersons	45
Section 11	Security of Desks, Lockers, Etc.	45
Section 12	Searches of Lockers and Other Types of Searches	46
Section 13	Audio & Video Recordings & Surveillance	46-47
Section 14	Bulletins and Announcements	47-48
Section 15	Copyright and Fair Use Policy	48
Section 16	Lost and Found	48
Section 17	Safety	48-50

#### Article 8 - State and Federal Programs

Page

<b>Section 1</b>	<b>Notice of Nondiscrimination</b>	<b>50-51</b>
<b>Section 2</b>	<b>Designation of Coordinators</b>	<b>51</b>
<b>Section 3</b>	<b>Anti-discrimination &amp; Harassment Policy</b>	<b>52-53</b>
<b>Section 4</b>	<b>Grievance Procedure for Persons with a Disability</b>	<b>53-54</b>
<b>Section 5</b>	<b>Confidentiality of Student Records (FERPA)</b>	<b>54</b>
<b>Section 6</b>	<b>Routine Directory Information</b>	<b>54</b>
<b>Section 7</b>	<b>Disclosure of Staff Qualifications</b>	<b>55</b>
<b>Section 8</b>	<b>Student Privacy Protection</b>	<b>55-57</b>
<b>Section 9</b>	<b>Parental Involvement</b>	<b>57-58</b>
<b>Section 10</b>	<b>Homeless Students</b>	<b>58</b>
<b>Section 11</b>	<b>Lunch Programs</b>	<b>58</b>
<b>Section 12</b>	<b>Confidentiality of Protected Health Information</b>	<b>58</b>

**Appendixes**

<b>Appendix A</b>	<b>COBRA Notice</b>	<b>59-60</b>
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**Receipt of Teacher Handbook**

		<b>Page</b>
	<b>Handbook Receipt Form &amp; Internet Safety and Acceptable Use Policy Receipt Form</b>	<b>61</b>

Centennial Public School  
Teacher Handbook Secondary Edition  
2017-18 School Year

**FOREWORD**

**Section 1     Intent of Handbook**

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

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

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

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

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

This handbook will be in effect for the 2017-2018 and subsequent school years unless replaced by a later edition.

## **Section 2 Information About Centennial Public School**

### **FORMED:**

School districts of Beaver Crossing, Utica and Waco merged in 1967 (Thayer merged with Waco earlier). The school district of Gresham and part of the Cordova district joined in 1986.

### **SIZE:**

Approximately 316 square miles located primarily in eastern York and western Seward counties. Some parcels of land from Butler and Polk counties are also in our district.

### **LOCATION:**

Pre-K - 12 District at Utica. All students under one roof!

### **FACILITIES:**

A 100,000 square foot school was built on a 40 acre site at Utica in 1977. A 3,840 square foot weight room/wrestling practice area was added in 1988. A 12,000 square foot elementary addition was added in 1992. A 7,650 square foot secondary addition (three classrooms and a girls' locker room) was added in 1997. Two auxiliary buildings are located in Utica. A 22,000 square foot auditorium/administrative offices addition was added in 2009. A 50,000 square foot addition (a new competition gym, 3 science classrooms, new voc. ed. shops with adjoining classrooms, and renovating the commons area and old voc. ed. shop area) was completed in 2015.

### **ENROLLMENT:**

PK-12 student enrollment averages between 350-450 students yearly.

## **Section 3 School Mission Statement**

The people of this district are committed to educational excellence in a positive, creative and caring environment, preparing each student to be a responsible, productive citizen in our ever-changing global community.

## **Section 4 Members of the Board of Education**

### **Members of the Board of Education**

<b>Name</b>	<b>Position</b>
Larry Paxson	President
Mark Avery	Vice-President
Doug Tonniges	Secretary
Jason Richters	Treasurer
Doug Cast	Member
Wayne Heine	Member

**Section 5      Administrative Staff**

<b>Name</b>	<b>Position</b>
DeWaard, Tim	Superintendent
Bargen, Colin	Secondary Principal
Parrack, Marni	Elementary Principal

**Section 6      Teachers and Counselors Staff**

<b>Name</b>	<b>Department</b>	<b>Grades</b>
Anderson, Arne	Agriculture	8-12
Anstine, Alex	Special Education	K-6
Bargen, Jennifer	Mathematics	7-12
Barjenbruch, Craig	Business/Math	9-12
Barjenbruch, Jordan	5th Grade	5
Becker, Crystal	3rd Grade	3
Boss, Mikaela	3rd Grade	3
Breitkreutz, Jessica	Art/Media	7-12
Buss, Jan	4th Grade	4
Chrisman, Dana	1st Grade	1
Davis, Dean	Mathematics/AD	5-8
DeWaard, Jan	School Psychologist	PK-12
Dey, Julie	6th Grade	6
Eitzmann, Barry	Mathematics	8-12
Fehlhafer, Kelly	Speech-Language Pathologist	PK-12
Fish, Bob	Guidance Counseling	7-12
Fowler, Jarrett	2nd Grade	2
Harley, Anne	Assessment Director/Instructional Coach	PK-12
Heine, Bridget	Kindergarten	K

Henry, Shannon	Behavioral Counseling	PK-12
Heser, Kelly	PE/Art/Reading	7-12
Hottovy, Amy	Language Arts	7-12
Johansen, Rob	Industrial Tech	7-12
Klanecky, Evan	PE	7-12
Klanecky, Nikki	Special Education	7-12
Maronde, Molly	Special Education	K-6
McBride, Megan	4th Grade	4
Miller, Audrey	Language Arts	6-8
Ortmeier, Mark	Science/PE	K-8
Pankoke, Leah	Business/Technology	6-12
Payne, Phil	Social Studies	7-12
Petersen, Emily	Spanish	9-12
Polk, Jake	Math/PE/Reading	K-6
Purdham, Liz	Instrumental Music/Vocal Music	K-12
Rafert, Linda	Title I	K-6
Rickert, Ashlee	Language Arts	10-12
Rickert, Ben	Vocal Music	K-12
Riley, Heather	Preschool	PK
Sams, Brian	Science	9-12
Scholl, Cam	Special Education	6-12
Smith, Abby	Family Consumer Science	7-12
Soliz, Danae	1st Grade	1
Tesar, Dan	Technology Coordinator	PK-12
Vossler, Rebecca	Science	10-12
Warm, Molly	Kindergarten	K
Warren, Ashley	Preschool	PK

Warren, Josh	Social Studies	7-12
Wittstruck, Molly	2nd Grade	2

## Section 7 Support Staff

<b>Name</b>	<b>Position</b>
Arnold, Susan	Nurse
Rhodes, Marge	Bookkeeper
Fickel, Teri	SpEd Secretary
Dickey, Susan	Superintendent Secretary
Jackson, PJ	Secondary Secretary
Fehlhafer, Kara	Secondary Secretary
Winkelman, Sherry	Elementary Secretary
Heine, Virgil	Custodial Supervisor
TBA	Custodian
Heine, Kathy	Custodian
Kirkpatrick, Diana	Custodian
Kirkpatrick, Pat	Custodian
Mogee, Nancy	Custodian
Tieken, Tim	Custodian
Calder, Kathy	Athletic Trainer
Eichman, Lori	Food Service Supervisor
Ballard, Barb	Food Service
Bush, Dianne	Food Service
Keil, Hazel	Food Service
	Food Service
Wright, Mike	Transportation Supervisor
Eikenhorst, Mary	Transportation

Erks, Barb	Transportation
Erks, Ron	Transportation
Gierhan, Brenda	Transportation
Richters, Nancy	Transportation
Heine, Kathy	Transportation
Kratochvil, RaNay	Transportation
Mogee, Bill	Transportation
Redfield, Cindy	Transportation
Richters, Roy	Transportation
Vandeloo, Pam	7-12 Study Hall Supervisor
Yamber, Dana	Media/Paraeducator
Beerman, Shelby	Paraeducator
Butzke, Angela	Paraeducator
Hafer, Sheri	Paraeducator
Johnson, Beth	Paraeducator
Kratochvil, RaNay	Paraeducator
Prochaska, Vicki	Paraeducator
Richters, Nancy	Paraeducator
Sheehan, Kim	Paraeducator
Steckly, Jo	Paraeducator
Stuhr, Wendy	Paraeducator
Vavra, Tonia	Paraeducator
Welch, Patty	Paraeducator
Zimmer, Chantel	Paraeducator

**Article 1 - SCHOOL CALENDAR AND SCHEDULES**

**Section 1      2017-2018 Centennial School Calendar**

# CENTENNIAL SCHOOL CALENDAR

AUGUST 2017 - JULY 2018

Aug 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Nov 2017						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Dec 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

- 14 *TEACHER INSERVICE*
- 15 *TEACHER INSERVICE*
- 16 *FIRST DAY OF SCHOOL*

## September

- 4 *LABOR DAY - NO SCHOOL*
- 20 *P-T CONF. 4:00 - 8:30 P.M.; DISMISS AT 1:30*
- 27 *P-T CONF. 4:00 - 8:30 P.M.; DISMISS AT 1:30*

## October

- 19 *END OF 1ST QTR - 46 DAYS*
- 20 *NO SCHOOL*
- 23 *NO SCHOOL - TEACHER INSERVICE*
- 24 *START 2ND QUARTER*

## November

- 17 *2 HOUR LATE START - TEACHER INSERVICE*
- 22 *EARLY DISMISSAL - 1:30*
- 23 *THANKSGIVING DAY - NO SCHOOL*
- 24 *NO SCHOOL*

## December

- 22 *END 2ND QTR - 42 DAYS; 1ST SEMESTER 88 DAYS; EARLY DISMISSAL 1:30*
- 25 *CHRISTMAS*

## January

- 1 *NEW YEAR'S DAY*
- 2 *NO SCHOOL*
- 3 *NO SCHOOL - TEACHER INSERVICE*
- 4 *START 3RD QUARTER*

## February

- 7 *P-T CONF. 4:00 - 8:30 P.M.; DISMISS AT 1:30*
- 8 *P-T CONF. 4:00 - 8:30 P.M.; DISMISS AT 1:30*
- 9 *NO SCHOOL*

- 23 *2 HOUR LATE START - TEACHER INSERVICE*

## March

- 7 *END 3RD QTR - 44 DAYS*
- 8 *NO SCHOOL*
- 9 *NO SCHOOL*
- 12 *NO SCHOOL - TEACHER INSERVICE*
- 13 *START 4TH QUARTER*
- 30 *GOOD FRIDAY - NO SCHOOL*

## April

- 1 *EASTER*
- 2 *NO SCHOOL*
- 27 *2 HOUR LATE START - TEACHER INSERVICE*

## May

- 12 *GRADUATION*
- 17 *LAST DAY OF SCHOOL - 46 DAYS; 2ND SEMESTER 90 DAYS; DISMISS AT NOON*

Feb 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Mar 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Apr 2018						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jun 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Jul 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Daily Schedule

The Centennial student attendance day begins at 8:16 a.m. for K-12 students and ends at 3:26 p.m. for elementary students and 3:30 p.m. for secondary students. Students in grades 7-12 are allowed to go to their classrooms beginning at 8:05 a.m.

## **Section 2 Secondary Bronco Schedule**

### BRONCO "A"

Period 1: 8:16 – 8:59  
Period 2: 9:02 - 9:45  
A Schedule: 9:45 - 10:05  
Period 3: 10:08 - 10:51  
Period 4: 10:54 - 11:37  
Periods 5-8: Regular Schedule

### BRONCO "B"

Periods 1-5: Regular Schedule  
Period 6: 1:00 - 1:41  
Period 7: 1:44 - 2:25  
B Schedule: 2:25 - 2:45  
Period 8: 2:48 - 3:30

## **Section 3 Severe Weather and School Cancellations**

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

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed. In addition, the phone messaging system will be activated.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing.

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

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

Emergency Conditions. Centennial Public School has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular

drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

#### **Section 4 Contract Days**

Teachers are contracted for 185 days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

### **Article 2 - EMPLOYMENT, COMPENSATION AND BENEFITS**

#### **Section 1 Employment**

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

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

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. '79-820.

#### **Section 2 Assignments**

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

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such

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

### **Section 3 Personnel File**

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

### **Section 4 Grievances and Complaints**

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

### **Section 5 Compensation**

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

Changes in Salary Schedule Placement. Changes in a teacher’s placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher’s placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher’s employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

### **Section 6 Extended Duty Pay**

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at a rate agreed upon between the Superintendent and the teacher and approved by the Board of Education.

### **Section 7      Benefits**

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

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A." The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

### **Section 8      Payroll and Payroll Deductions**

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

### **Section 9      Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

### **Section 10      403(b) Salary Reduction Agreements**

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

"Salary Reduction Agreement" provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered into a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

## **Section 11 Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "A" to this handbook. Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for nonexempt employees will be paid at the rate of not less than 12 times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 12 times the number of hours worked in excess of 40 hours in any workweek. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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

## Article 3 - ABSENCES FROM WORK

### Section 1 Paid Leave - Sick and Personal Leaves

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

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

#### Requests for Leave

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to work is to contact the Principal before 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the Principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as soon as possible.

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

#### Return from Leave

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

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

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

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed =  $1/185^{\text{th}}$  of total salary and fringe benefits.

### Section 3 Leaves of Absence

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of

absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws.

#### **Section 4 Jury Duty**

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

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

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

#### **Section 5 Military Leave**

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave. When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

#### **Section 6 Family and Medical Leave Act**

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

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

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

## **Article 4 - DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work & Meetings**

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

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

Certificated employees are to spend seven hours and 45 minutes on site, including lunch break (30-minute lunch), except that duty-free lunch time can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required seven hours and 45 minutes. Staff may leave the building earlier when called to a professional meeting.

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

Teachers shall attend meetings called by the Superintendent of Schools, principals, department heads and team leaders, except those meetings which are designated for optional attendance.

### **Section 2 Arrival to Duty Assignments**

Full-time teachers have a designated on-site work day as 8:00 a.m. to 3:45 p.m., to be in their classroom no later than 8:05 a.m., and to remain on duty until 3:45 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned area (Example: Hall supervision) before each period begins to assure that students are not unsupervised within the classroom.

### **Section 3 Leaving School**

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

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

### **Section 4 Lesson Plans**

Teachers will prepare written lesson plans which cover at least five days of advance instruction. The plans must be in the plan book and on Schoology. Please keep the plan book, including lesson plans, class rosters, etc. in a place in which the plan book will be readily available in the teacher's absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The plan book must give specific reference to other instructional resources immediately available which will enhance the instructional lesson.

### **Section 5 Daily Class Record Books**

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in a class. This class record must be kept current and recorded in PowerSchool.

\*A complete report of all recorded grades for each student. There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents.

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

Because the entries in the class record constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to post the teachers' class record to the PowerSchool Administrative System at the close of the school year for filing in the permanent records. Teachers who return to Centennial and who wish to refer to the previous year's class record may request access to that information.

### **Section 6 Classroom and School Procedures**

Teachers are expected to adhere to the following classroom and school procedure in the

performance of their duties:

0. Bulletin Boards

Each teacher shall be responsible for completing appropriate bulletin boards regarding curriculum related matters in their primary classroom.

1. Text Book and Room Inventory

All school purchased materials must be inventoried. Textbooks are to be numbered. Teachers should keep good records of who has which book. **At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet.** When a book is turned in, again, note its condition and if the book shows abuse (other than normal wear) assess a fine based on the table found in the student handbook. Encourage students to put covers on their books by the end of the first week after receiving them.

2. Use of Teacher Aides (Paraprofessionals)

Paraprofessionals work under the supervision of certified staff to support and assist students throughout the school day. Roles and responsibilities of the paraprofessional include reinforcing instructional and behavioral goals, monitoring the learning environment, providing individual and small group assistance following teacher instruction, and collaborating with certified staff to evaluate student progress. Teachers are responsible for planning, communicating, and monitoring the daily instructional activities paraprofessionals perform. It is critical for each classroom teacher to continuously model the role of educational leadership and explain the paraprofessional's accountability for student achievement.

Communicating with paraprofessionals to help define roles, clarify expectations, and identify overall goals is a vital component to sustaining an effective working relationship. Providing consistent opportunities for feedback and discussion is an essential element for successful utilization of the paraprofessional. The cooperative effort of the teacher and paraprofessional will result in a high level of instruction to enhance the educational opportunities for all students.

3. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student or record grades. School keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours. The supervising teacher is responsible for communicating attendance on a daily basis by either calling or emailing the high school office. Tardiness needs to be communicated to the high school office as well. Set expectations for your student aides on the first day and be consistent in enforcing them.

4. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

5. Requisition of Equipment and Supplies

Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

#### 6. E-mail

Each teacher will be assigned a school email address for purposes of intra-school and inter-school email correspondence. Teachers should check for email throughout the day, and should timely respond to emails which require a response, but should avoid checking and responding to emails during instructional time. Use of the District's email system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

#### 7. Teacher Mail Box

Each teacher will be assigned a mailbox located in the Teacher's Lounge. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer, teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communication regarding school business.

#### 8. Teachers Meetings

Teachers' meetings will be held as needed. ALL teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

#### 9. Room Housekeeping

A neat, clean, orderly and properly ventilated room helps in motivating students to learn. It sets an example for them to follow, and increases their pride in the school. It shall be the duty of each teacher to keep his/her desk, bookshelves and counter top orderly and clean. Chalkboards should be erased before leaving the room. **DO NOT WASH CHALKBOARDS or WHITEBOARDS.** The custodian will maintain the floors with special emphasis placed on "hard to get places" such as under a table. If light bulbs burn out, switches become defective or windows need cleaning, the teacher should notify the custodian or principal. Supplies such as dust cloths, etc. may be obtained from the custodian as they are needed. Any requests for special services of the custodian are to be made through the principal or maintenance supervisor. **Please ask eighth period students to pick up chairs and place them on top of desks and tables. The custodians will appreciate your assistance.**

#### 10. Study Hall

Since some students are in more than one study hall, it helps discipline for all study hall teachers to follow the same general procedures.

- Keep a seating chart.
- Maintain a quiet study atmosphere.
- Allow students on the floor only after permission has been obtained. Teachers will want to limit the number on the floor depending on the size of the study hall. Students must bring reading books or study material to study hall.
- Permission to talk must be obtained from the teacher. Permission will be granted to one student at a time.
- There is no reason why students should not be allowed to use the water fountain

- or rest room during the period, provided they ask permission and sign out. Limit the number to one.
- Students must have a pre-signed pass from another teacher if they wish to leave your study hall for reasons other than those above.
  - The use of the library during study hall time rather than during class time should be encouraged. However, a pass must be used, granted by the study hall teacher.
  - A reason for all library passes must be written on the pass. Students will be required to return to their study hall immediately after obtaining materials or completing stated reason for their library pass.
  - Media Center passes will be limited to six students at one time. As students return, other students may go to the Media Center. Media Center passes will be limited to 15 minutes per students. (Special arrangements may be made.)
  - Obviously, each day and each period, the study hall will present different problems. You will find that moving around is a big help. Check what the students are doing. It is always easier to relax discipline if needed than to tighten it up. A few simple rules enforced by you, the teacher will facilitate a more productive study hall.
  - Sleeping will not be permitted.

#### 11. Coaching and Activity Sponsor Responsibilities

Sponsor responsibilities on bus trips:

- A signed permission slip from a parent/guardian must be obtained before any student may be taken on a school sponsored trip.
- An emergency medical release form must accompany all permission slips.
- Submit transportation requests as soon as possible to facilitate proper trip preparations (at a minimum, 1 week in advance).
- Report to bus driver of any deviation from the requested trip, such as rest room stops, lunch stops, side trips, departure and return times, and any other change from original bus request information. Do not surprise the driver with a last minute change.
- Keep each student seated in his/her seat.
- Control the noise level.
- Make certain the trash, papers, cans, etc. are picked up and removed from the bus or placed in a waste basket.
- Take roll after you board the bus to leave and before you return home.
- Coaches and sponsors must notify parents guardians if a student fails to board the bus for any activity or field trip. If a secretary is on duty, the sponsor may ask her to notify parents. If a secretary is not on duty, a cell phone may be used to contact parents.
- On all activity trips the students must travel to and from the activity in transportation provided by the school.

Only exceptions are:

1. Injury to participant which would require alternate transportation.
  2. Prior arrangement between the coach/sponsor and participant's parent/guardian.
  3. Students will not be permitted to ride home from a school activity with any minor (under age 21).
- Any special requests must be approved by the principal before the student(s) leave

on school sponsored trips.

12. Food and Drink Consumption Areas

The following is the list of areas in which it is appropriate to consume food or drink:

Lunch Room

FCS Room

Gym

Vo-Ag Room

Art Room

Teacher's Workplace

Commons/Concessions Area

Special permission may be obtained from the principal if you are wishing to allow students to consume food and/or drink in your classroom. This should be limited to special occasions only and not be a frequent occurrence.

13. Church Night

Any requests for Wednesday/Sunday activities must be approved by the appropriate principal and superintendent. If approval by both administrators, the Board of Education is to be informed no later than the next regular meeting.

14. Money Raising Activities

Money raising activities must have the approval of the principal and the superintendent. School projects to raise money except for the sale of tickets to school activities will be discouraged and kept to a minimum.

**Employee Use of Electronic Communication Devices**

While employees are allowed to possess and carry electronic communications devices on school property, such possession and use are subject to the following rules:

District-Issued Communications Devices

Communication devices issued by the District may include, for example, cellular telephones, walkie-talkies, electronic tablets or laptop computers, citizen band radios, either installed in vehicles or hand-held, and pagers/beepers.

Employees in receipt of District-issued equipment shall be held responsible for the safekeeping of the equipment and exercise reasonable efforts to see that the equipment is not lost, stolen, or damaged. Reckless or irresponsible use of District equipment, resulting in loss or damage may result in the employee having to reimburse the District for any associated costs of replacement or repair.

Any such devices issued shall be with the expectation that they are to be used, almost exclusively, for District-related business purposes and are not intended for personal use except in emergencies involving employee health or safety.

District-issued equipment shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where

there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.

Any District-issued equipment is to be surrendered back to the District immediately upon request.

### Personally Owned Electronic Communications Devices

Employees may possess and carry cell phones, electronic tablets, and laptops during the school day on school property.

Personally owned hand-held citizens band radios, portable police scanners, and long or short-range walkie-talkies should not be used or carried by employees on school property during the school day unless by specific permission of their immediate supervisor based on a personal health or safety need.

Cell phones should not be used during the employee's normal duty times to send or receive messages of a personal nature, but such use is allowable during normal break times, lunch times, and preparation times. Use of cell phones should be curtailed during instructional time or at school-sponsored programs, meetings, in-services, parent/guardian conferences, or any other time when there would be a reasonable expectation of quiet attentiveness.

Any employee violating the above rules may be subject to disciplinary action.

## **Section 7      Supervision of Students**

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

### 1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on noon duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential: do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Centennial Public School. Touching students should be limited to that

necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.

- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

## 2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

## 3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check the intercom periodically to make sure you can communicate with the office immediately in the event of an emergency.

## 4. Proper Warnings

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

## Contact the Office for Assistance

The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

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

### Student Searches

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

### Student Rights

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

## **Section 8 Managing Student Conduct**

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

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

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

- establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
  9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
  10. Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Section 9     Dispensing Medication**

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

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

### **Section 10    Reporting Child Abuse**

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

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

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

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

## **Article 5 - PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Professional Ethics Standards**

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

#### Preamble

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

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

#### Principle I - Commitment as a Professional Educator:

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

In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.

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

Principle II - Commitment to the Student:

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

In fulfillment of the obligation to the student, the educator:

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

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility

for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

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

Principle IV - Commitment to the Profession:

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

In fulfillment of the obligation to the profession, the educator:

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

Principle V - Commitment to Professional Employment Practices:

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

In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.

- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

## **Section 2 Evaluations**

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

## **Section 3 Role Model**

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

## **Section 4 Relationships**

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

### CONCERNS:

Concerns need to be addressed early on before they become major problems. If you have a concern about something you have heard, something someone has told you, something you have seen, or any other circumstances, it is your OBLIGATION to take your concern in a reasonable, non-accusatory, rational and professional manner to the closest person involved.

If you are disturbed about something to the point of needing to tell it to someone else, first visit with the person involved to be sure you have the whole, complete and clear story. Do not spend your time "discussing" something you have heard from a third party, until you have checked out the validity of the statements from the person who made them initially. Don't lose sleep over something that may not be true to begin with! CLEAR, OPEN AND TIMELY COMMUNICATION IS THE KEY TO AVOIDING HURT FEELINGS AND THE SPREADING OF UNNECESSARY RUMORS.

## **Section 5 Professional Attire**

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

## **Section 6 Private Tutoring**

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

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

## **Section 7      Outside Employment**

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

## **Article 6 - ACADEMIC MATTERS**

### **Section 1      Purpose and Goals of Academic Achievement**

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

### **Section 2      Teaching to Student Understanding to Assure Learning**

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

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

### **Section 3 Instruction in the Curriculum**

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

### **Section 4 Measuring and Reporting Academic Achievement**

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least three grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. **GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

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

Grade Scales. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal.

#### STUDENT EVALUATION SCALE:

The grade scales to be used for reporting student progress in Centennial Elementary are as follows:

**Kindergarten** students are graded by mastery of skills. The grade symbols are:

<b>S</b>	<b>Satisfactory</b>
<b>N</b>	<b>Needs Improvement</b>
<b>X</b>	<b>Unable to do this</b>

**Grades 1 - 2** students receive report card grades: The following letter grades/symbols are used:

<b>O</b>	<b>Outstanding</b>	<b>100% - 95%</b>
<b>S+</b>	<b>Very Good</b>	<b>94% - 90%</b>
<b>S</b>	<b>Satisfactory</b>	<b>89% - 80%</b>
<b>N</b>	<b>Needs Improvement</b>	<b>79% - 70%</b>
<b>U</b>	<b>Unsatisfactory</b>	<b>69% - 0%</b>

**Grades 3 - 6** students receive report card grades. The following symbols are used:

<b>A+ = 99-100</b>	<b>B+ = 91-92</b>	<b>C+ = 84-85</b>	<b>D+ = 76-77</b>
<b>A = 95-98</b>	<b>B = 88-90</b>	<b>C = 80-83</b>	<b>D = 72-75</b>
<b>A- = 93-94</b>	<b>B- = 86-87</b>	<b>C- = 78-79</b>	<b>D- = 70-71</b>
			<b>F = 0-69</b>

Elementary physical education, instrumental music, vocal music and library skills are graded as follows:

**Excellent, Satisfactory, Improving, Growth Needed, and Unsatisfactory**

Each teacher should define for students the grading procedures to be used in their classes.

The grade scales to be used for reporting student progress in **Grades 7 - 12** are as follows:

<b>A</b>	<b>93 - 100</b>	<b>Excellent</b>
<b>B</b>	<b>86 - 92</b>	<b>Above Average</b>
<b>C</b>	<b>78 - 85</b>	<b>Average</b>
<b>D</b>	<b>70 - 77</b>	<b>Below Average</b>
<b>F</b>	<b>Below 70</b>	<b>Failure</b>
<b>INC</b>		<b>Incomplete, failure unless removed</b>

Each teacher should define for students the grading procedures to be used in their classes.

The preceding grade scales are expected to be used according to the following guidelines:

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

#### Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference,

which includes the teacher(s) involved and the Principal. In the event, a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

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

### Transfer Grades

A student transferring into Centennial Public School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

### Reports to Parents

Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester. The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

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

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes, which are sent to parents.

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

### Secondary 1/3 & 2/3 Quarter Progress Reports To Parents (Special Reports)

One-Third and Two-Third quarter progress reports are prepared by the teacher at or near the end of the 3<sup>rd</sup> week and 6<sup>th</sup> week of each quarter. These reports are to be turned into the office and will be mailed to parents.

## **Section 5 Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school years is as follows:

<b>DATE</b>	<b>TIME</b>
<b>Wednesday, September 20, 2017</b>	<b>4:00 p.m. - 8:30 p.m.</b>
<b>Wednesday, September 27, 2017</b>	<b>4:00 p.m. - 8:30 p.m.</b>
<b>Wednesday, February 7, 2018</b>	<b>4:00 p.m. - 8:30 p.m.</b>
<b>Thursday, February 8, 2018</b>	<b>4:00 p.m. - 8:30 p.m.</b>

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

## **Article 7 - USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes every location where a school district employee may be found during his or her working hours or while he or she is on duty, whether or not such a location is on school district property or within the geographic limits of the school district.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the workplace or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. Look-alike drugs are those drugs which are not controlled substances but are represented as such, including chemicals which elicit the same effect such as K2 or spice. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

## **Section 2     Smoke and Tobacco-Free Workplace**

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

## **Section 3     Essential Oils**

Due to concerns and liability to the school, the diffusing of oils or applying of oils at school is prohibited.

## **Section 4     Weapon-Free Workplace**

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

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

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means
2. The frame or receiver of any object described in the preceding example
3. Any firearm muffler or silencer
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device
5. Any bludgeon, sandclub, metal knuckles, or throwing stars
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon.
9. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
10. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

11. Any other object that is designed for or intended for use as a destructive or injurious device.

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

### **Section 5 Use of District Computer Network and Internet**

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

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

#### A. Internet Safety Policy

It is the policy of Centennial Public School to comply with the Children's Internet Protection Act (CIPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) implement measures designed to restrict minors' access to materials (visual or nonvisual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention

of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

#### B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses. The following are unacceptable uses of the technology resources:
  - a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
  - b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an email to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation, users shall not use another person's name, login, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  1. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.

2. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  3. Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  4. Users shall not copy, change, or transfer any software without permission from the network administrators.
  5. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  6. Users shall not engage in any form of vandalism of the technology resources.
  7. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
  6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies

and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

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

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003)  
(E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

9. Date of Adoption: June 11, 2012

## **Section 6 Use of School Facilities**

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when

teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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

### **Section 7 Care of School Property**

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

### **Section 8 Use of Telephone**

Personal telephone calls shall not be made during duty time except in the event of an emergency. You will need to promptly log long distance calls and be responsible for any charges which are for personal use.

### **Section 9 Visitors**

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

### **Section 10 Salespersons**

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

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

### **Section 11 Security of Desks and Lockers**

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

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a briefcase, purse or backpack.

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

## **Section 12 Searches of Lockers & Other**

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers, and other such property may be conducted at the discretion of the administration. Additionally, the board of education has authorized the use of sniffer dogs to assist in the process of keeping school grounds free of illegal items such as illegal drugs, over the counter drugs, alcohol, guns, ammunition, etc. The protocol for the use of sniffer dogs is addressed more specifically in the Centennial School Board Policy Manual.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

## **Section 13 Audio & Video Recording & Surveillance**

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

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate

disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District: The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately 30 days but may change at any time.

Classroom Recordings by Staff: Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students: Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district’s appropriate use and student discipline policies.

Permitted Classroom Recordings by Students: Students may make audio or video recordings of classroom lectures or discussions:

1. For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
2. For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;
3. If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.

Permitted Non-classroom Recordings: Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or

made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

#### **Section 14     Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 1 week after the event.

A 7-12 grade daily bulletin will be read by a National Honor Society member at the start of 3<sup>rd</sup> period and will be posted on the school website. It is requested that student announcements be limited to no more than two or three days. All announcements for the bulletin must be turned into the secondary office secretary before school starts.

#### **Section 15     Copyright and Fair Use Policy**

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

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

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- The nature of the copyrighted work;
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- The effect of the use upon the potential market for or value of the copyrighted work.

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

#### **Section 16     Lost and Found**

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

#### **Section 17     Safety**

##### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and

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

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

### Safety Practices

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

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seat belts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

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

### Use of Personal Vehicles

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Staff members will

be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use electronic communication devices while driving a school vehicle or while transporting children.

### School Transportation

Staff members must requisition school transportation to attend out of town meetings, seminars, clinics, etc. If school transportation is not available, then and only then, mileage will be paid for the use of your own vehicle.

### Bus, Car, and Van Requests:

- Requests will be made via rSchool at ( <http://transpo-centennial.rschoolday.com/login/> ).
- Requests submitted to the Transportation Supervisor one week in advance.
- Communicate with Transportation Supervisor on proper procedures.

### 2017-18 Travel Allowance rates as set by the Centennial Board of Education:

- Mileage- State Rate (must use school vehicle if available)
- Lodging- \$120.00 per night
- Meals- \$15.00 per meal; not to exceed \$32.00 per day

### Accidents

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

### Workers Compensation

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

## **Article 8 - STATE AND FEDERAL PROGRAMS**

### **Section 1      Notice of Nondiscrimination**

The Centennial School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The Centennial School District affirmatively strives to provide equal opportunity for all as required by:

- Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin
- Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin
- Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex
- Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40
- The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment
- Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

- Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications
- The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons
- The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions
- The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty
- The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities
- The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation
- Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age
- The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex
- The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution
- Veterans Preference Law (Neb. Rev. Stat §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

**Section 2            Designation of Coordinators**

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Centennial Public School, 1301 Centennial Ave., Utica, NE 68456. (402) 534-2321.

<b>Law, Policy or Program</b>	<b>Issue or Concern</b>	<b>Coordinator</b>
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Colin Bargaen
Title IX	Discrimination or harassment based on sex; gender equity	Colin Bargaen
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Colin Bargaen

Homeless student laws	Children who are homeless	Tim DeWaard
Safe and Drug Free Schools and Communities	Safe and drug free schools	Colin Bargaen

**Section 3 Anti-discrimination & Harassment Policy**

Elimination of Discrimination

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

Preventing Harassment and Discrimination

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

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

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

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

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

- o Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- o Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- o The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- o Sexual harassment may include explicit sexual propositions, sexual innuendo,

suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

#### Complaint and Grievance Procedures

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

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

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

#### **Section 4      Grievance Procedure for Persons with a Disability**

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

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

resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

### **Section 5 Confidentiality of Student Records (FERPA)**

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

### **Section 6 Routine Directory Information**

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information by filing a written objection with the district.

### **Section 7 Disclosure of Staff Qualifications**

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

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

### **Section 8 Student Privacy Protection**

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

#### **1. Surveys**

- a. Surveys Created by a Third Party
  - i. This section applies to every survey:
    - 1) that is created by a person or entity other than a district staff member or student;
    - 2) regardless of whether the student answering the questions can be identified; and
    - 3) regardless of the subject matter of the questions
  - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
  - i. Sensitive information shall include:
    - 1) Political affiliations or beliefs of the student or the student’s parent(s);
    - 2) Mental or psychological problems of the student or the student’s family;
    - 3) Sexual behavior or attitudes;
    - 4) Illegal, anti-social, self-incriminating, or demeaning behavior;
    - 5) Critical appraisals of other individuals with whom respondents have close family relationships;
    - 6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
    - 7) Religious practices, affiliations, or beliefs of the student or student’s

parent(s); or

8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.

ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.

iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.

v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.

c. Survey Inspection Requests

i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.

ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.

iii. The principal shall respond to survey inspection requests without delay.

## 2. Invasive Physical Examinations

a. The term "invasive physical examination" means:

i. any medical examination that involves the exposure of private body parts; or

ii. any act during such examination that includes incision, insertion, or injection into the body; and

iii. does not include a hearing, vision, or scoliosis screening.

b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:

i. required as a condition of attendance;

ii. administered by the school and scheduled by the school in advance; and

iii. not necessary to protect the immediate health and safety of the student, or of other students.

c. This policy does not apply to any physical examination or screening that:

i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)

iii. is otherwise authorized by Board policy.

## 3. Collection of Personal Information from Students for Marketing

a. The term "personal information" means individually identifiable information including:

i. student's and parent(s)' first and last name;

ii. home or other physical address;

iii. telephone number; and/or

iv. social security number.

b. No school official or staff member shall administer or distribute to students a survey

or other instrument for the purpose of collecting personal information for marketing or for selling that information.

c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:

- i. post-secondary education recruitment;
- ii. military recruitment;
- iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
- iv. student recognition programs.

#### **4. Inspection of Instructional Material**

a. Definition

- i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
- ii. The term does not include academic tests or academic assessments.

b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.

c. Curriculum inspection requests must be made to the building principal in writing.

d. Building principals shall respond to inspection requests within a reasonable amount of time.

#### **5. Notification of Rights and Procedures**

a. The superintendent shall notify parents of:

- i. this policy and its availability upon request from the office of the district;
- ii. how to opt their child out of participation in activities as provided for in this policy;
- iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
- iv. how to request access to any survey or other material described in this policy.

b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

### **Section 9 Parental Involvement**

#### **General - Parental/Community Involvement in Schools**

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

1. provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child’s records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;

5. assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

### Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring - (A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

### **Section 10 Homeless Students**

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

### **Section 11 Lunch Programs**

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

### **Section 12 Confidentiality of Protected Health Information**

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

## **Appendix A – COBRA Notice**

Notice of COBRA Continuation Coverage Rights

\*\* Continuation Coverage Rights Under COBRA\*\*

You are receiving this notice because you have recently become covered under Centennial Public School health plan (the "Plan"). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is Mr. Tim DeWaard, Superintendent, 1301 Centennial Ave., Utica, NE 68456, (402) 534-2291. The Plan Administrator is responsible for administering COBRA continuation coverage.

#### COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct. If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:
  3. Your spouse dies;
  4. Your spouse's hours of employment are reduced;
  5. Your spouse's employment ends for any reason other than his or her gross misconduct;
  6. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
  7. You become divorced or legally separated from your spouse. Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:
    8. The parent-employee dies;
    9. The parent-employee's hours of employment are reduced;
    10. The parent-employee's employment ends for any reason other than his or her gross misconduct;
    11. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
    12. The parents become divorced or legally separated; or
    13. The child stops being eligible for coverage under the plan as a "dependent child." Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

#### Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

#### If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**Keep Your Plan Informed of Address Changes** In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**RECEIPT OF 2017-18 TEACHER HANDBOOK  
OF CENTENNIAL PUBLIC SCHOOL**

This signed receipt acknowledges receipt of the 2017-18 Teacher Handbook of Centennial Public School. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**ACCEPTABLE USE OF COMPUTERS AND NETWORKS  
ADMINISTRATORS, FACULTY AND STAFF AGREEMENT**

In order to make sure that all members of Centennial Public School's community understand and agree to these rules of conduct for use of the email and Internet systems of the school district, the Centennial School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the Centennial Public School, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Centennial Public School and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the Centennial Public School, any of its employees, or any institution providing network access to Centennial Public School responsible for the performance of the system or the content of any material accessed through it.

Employee's Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

**Return to: Colin Barga  
Secondary Principal**

**OR**

**Marni Parrack  
Elementary Principal**

# CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue  
P.O. Box 187  
Utica, NE 68456-0187  
402-534-2321  
FAX 402-534-2291

Tim DeWaard  
Superintendent  
402-534-2291

Colin Borgen  
Secondary Principal

Dean Davis  
Activities Director

Marni Parrack  
Elementary Principal

Bob Fish  
Counselor

John McClarnen  
Special Services

TO: PROSPECTIVE BIDDERS  
FROM: TIM DEWAARD, SUPERINTENDENT  
DATE: JUNE 1, 2017

RE: MILK BID QUOTATION FOR 2017-18

Centennial Public School has one attendance center at Utica. The successful bidder agrees to deliver to this location each Tuesday and Friday.

Our firm submits the following bids:	CARTONS	PLASTIC BOTTLES
½ pint Skim Strawberry	<u>.1980</u>	<u>NA</u>
½ pint 1% Low Fat White	<u>.1795</u>	<u>NA</u>
½ pint Skim Chocolate	<u>.1980</u>	<u>NA</u>
½ pint Skim White	<u>.1780</u>	<u>NA</u>

WE AGREE TO DELIVER TO THE CENTENNIAL PUBLIC SCHOOL EACH TUESDAY AND FRIDAY.

Dean Foods / Land O Lakes

Firm  
220 SW 32nd Street  
Lincoln, NE 68522

Address



Authorized Signature

06/26/17  
Date

THIS BID MUST BE RETURNED BY JULY 3, 2017 to: Tim DeWaard, Superintendent  
Centennial Public School  
1301 Centennial Avenue  
P. O. Box 187  
Utica, NE 68456-0187

FAX: 402-534-2291

Communities United for a Brighter Tomorrow



# Dean Foods 2017-18 Dairy Bid

June 2017

Land O Lakes - Lincoln Office  
**Please note our New Address:**  
 220 SW 32nd Street  
 Lincoln, NE 68522

Bill To: 836909  
 Centennial Public School

Dean Foods / Land O Lakes would like the opportunity to bid on your schools dairy program for the upcoming 17-18 school year. Please see the below bid prices quoted for the month printed in the top right corner.



If you have any questions regarding the bid, please contact Dana Hunzeker at:  
 E-mail: dana\_hunzeker@deanfoods.com - Phone: 402-474-8709 - Fax: 402-474-8739

8 FL OZ- HALF PINT MILK	Carton	Item #	Escalator
LOL DairyPure Whole	Paper	56969	
LOL DairyPure 2%	Paper	56986	
LOL DairyPure 1%	Paper	56982	0.1795
LOL DairyPure Skim	Paper	56984	0.1780
TruMoo Fat Free Chocolate	Paper	45837	0.1980
TruMoo Fat Free Strawberry	Paper	46073	0.1980
<b>MILK AND SOFT SERVE</b>			
LOL DairyPure Gallon 2%	Plastic	56832	
LOL DairyPure Gallon 1%	Plastic	56840	
LOL DairyPure Gallon Fat Free Skim	Plastic	56836	
LOL DairyPure Half Gallon 2%	Plastic	56923	
LOL DairyPure Quart Buttermilk	Paper	58759	
LOL Half Gallon IC Mix 5% Van and Choc	Plastic	37968	
<b>LACTOSE FREE HALF GALLON'S</b>			
DairyPure Lactose Free ESL VD-2%-1% Skim	Paper	56745	
<b>JUICE</b>			
LOL Orange Juice 8oz	Paper	11188	
Orchard Pure Orange Juice Gallon	Plastic	57741	
Orchard Pure Orange Juice Half Gallon	Plastic	57739	
4oz -100% Juice: Orange, Apple, Fruit Punch & Grape	Plastic - Foil Top	54952	
<b>CULTURE/OTHER</b>			
LOL 5LB Cottage Cheese 4%	Plastic Tub	11653	
LOL 5LB Cottage Cheese 2%	Plastic Tub	11654	
LOL 5LB Sour Cream Reg	Plastic Tub	11573	
LOL 5LB Sour Cream Lite	Plastic Tub	54017	
LOL 5lb Yogurt Low Fat Strawberry	Plastic Tub	42701	
LOL 24oz Yogurt Fat Free (All Flavors)	Plastic Tub	12832	
LOL 6oz Yogurt-Low Fat and Fat Free (All Flavors)	Plastic Cup	12824	
Dzn Large Eggs (15dzn per case - sold by full cases only)	Paper Carton	60699	
<b>ALA CARTE/VENDING MACHINE OPTIONS</b>			
12oz Orchard Pure 100% Orange Juice	Plastic	56683	
12oz LOL 100% Apple Juice	Plastic	29135	
12oz LOL Grip N Go / TruMoo Milk	Plastic	11264	
<i>Flavors: White VD, 2%, FF - Straw 1% - Choc VD, 2%, 1%, FF</i>			
14oz TruMoo 1% Protein (Van-Choc-Cook N Crm)	Plastic	51059	
14oz Caribou Iced Coffee (Mocha, Crml, Van Bean)	Plastic	56504	

**Please fill in the below information, sign and return via mail, e-mail or fax along with any other competitive bids and a 17/18 school calendar.**

---

**TRU MOO - No High Fructose Corn Syrup, No Artificial Growth Hormones and NOW No GMO Ingredients!**

**We Accept**

**We Decline**

**First Day of School:**

---

**Kitchen / Food Service Director:**

**Name:**

**Phone #:**

**Email:**

---

**Signature:**

**Ship To's:**  
 836910 Centennial Public School

\*\*\*Delivery days and times to be determined.\*\*\*

Join our Dean's Team and **GO GREEN** with us! Recycle DairyPure Land O Lakes and Tru Moo paper cartons!



Produced & Distributed by Dean Foods.

**Fluid Milk Escalator /De-escalator Clause**  
**2017-2018 School Year**

1.) The attached bid is based on the cost of skim milk and butterfat to include premiums in Federal Order Market 32 for the month of **June 2017**.

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration monthly changes in the cost of skim milk, butterfat, ingredients, over order premiums. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

**SKIM MILK:**                      **Price: \$ 7.34 CWT**

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon - .043 per 5 Gallon  
 Gallon - .0086 per Gallon  
 8 oz. - .00054 per 8 oz.

**BUTTERFAT:**                      **Price: \$ 2.3492 per pound**

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- **Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**

This escalator/de-escalator formula applies to all fluid milk items.

2.) **Non Fluid Milk Items**

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Dean Foods advises you of our intent to change the price as a result of a significant supplier price change.



DairyPure

**Rich's**  
ICE CREAM

**Dean**  
FOODS

Rich Ice Cream is proud to announce we are a 100% nut free facility as of January 2017.



LOL	Item #	Description	OZ	Pack	UPC	Cost Per Box	Cost Per Bar
	38974	Chocolate Shortcake	3.0	4/24	75455-85000	\$7.88	\$0.33
	55630	Creamy Cotton Candy	2.5	4/24	75455-87100	\$5.60	\$0.23
	42196	Crumbled Cookie Cone	3.0	1/24	75455-42200	\$10.06	\$0.42
	56133	Fudge Frenzy	2.5	4/24	75455-86210	\$6.00	\$0.25
	38975	Polar Pole Rainbow	2.75	1/24	75455-42570	\$9.09	\$0.38
	53392	Sour Swell Cherry	2.5	4/24	75455-87000	\$5.60	\$0.23
	38829	Strawberry Shortcake	3.0	4/24	75455-85050	\$7.88	\$0.33
	59313	Vanilla Sandwich	3.0	4/24	75455-44030	\$8.05	\$0.34
	60534	Sour Cyclone Blue Rasp	3.75	1/24	75455-40140	\$10.06	\$0.42
	60592	Birthday Cake Cone	3.0	1/24	75455-42400	\$10.06	\$0.42

SMART  
SNACKS  
IN SCHOOL

Description	fl oz	Cal		from Total		% of		2g or less		% of		Sugar by Weight		Vit. C	
		<200	<30%	Fat	Cal	Sat	Fat	Cal	Sat	Fat	Sodium	Carb	Sugar	A	C
Chocolate Shortcake	3.0	140	40	3.5g	23%	1g	6%	6%	0g	60mg	22g	15g	21%	10%	0%
Creamy Cotton Candy	2.5	70	5	1g	13%	.5g	6%	6%	0g	40mg	15g	8g	15%	10%	0%
Crumbled Cookie Cone	3.0	170	30	3.5g	19%	1.5g	8%	8%	0g	105mg	31g	15g	21%	10%	0%
Fudge Frenzy	2.5	90	0	0g	0%	0g	0%	0%	0g	80mg	19g	13g	21%	0%	0%
Polar Pole Rainbow	2.75	70	10	1	13%	.5g	6%	6%	0g	20mg	13	12	21%	10%	0%
Sour Swell Cherry	2.5	70	10	1g	13%	.5g	6%	6%	0g	20mg	12g	11g	19%	10%	0%
Strawberry Shortcake	3.0	130	30	3.5g	24%	1g	7%	7%	0g	45mg	23g	15g	22%	10%	0%
Vanilla Sandwich	3.0	130	20	2	14%	1g	7%	7%	0g	120mg	25g	12g	24%	15%	0%
Sour Cyclone Blue Rasp	3.75	100	10	1g	2%	.5g	3%	3%	0g	35mg	21g	17g	21%	25%	0%
Birthday Cake Cone	3	160	20	2.5g	14%	1.5g	8%	8%	0g	115mg	33g	17g	24%	0%	0%

Nutritional facts for each item can be found at [www.richicecream.com](http://www.richicecream.com)



Omaha Division  
2901 Cuming Street  
PO Box 3825  
Omaha, NE 68131-2108  
(402) 344-4321

June 27, 2017

Centennial Public School  
1301 Centennial Avenue  
Utica, NE 68456-0187

Tim DeWaard

Hiland Dairy is pleased to submit for your consideration the following quote for **Dairy Products** for the 2017-2018 school year. Plastic half pint pouches are priced one cent higher.

½ Pint 1%	.1830
½ Pint Skim Choc	.1800
½ Pint Skim Straw	.1880
½ Pint Skim	.1880
Gallon Skim	3.4100

**Bid Due Date June 30, 2017**

**Escalating/De-escalating**

**accepted**

**declined**

Please submit form to:  
Hiland Dairy  
Lewie Bokelman  
5220 NW 38<sup>th</sup> St.  
Lincoln, NE 68524  
Phone (402) 470-2424  
Fax (402) 470-2425

This is an escalating/de-escalating bid on all items. Please see attached clause for monthly cost adjustment factors.

When a decision has been reached based on this bid kindly mail or fax back any competitive bids along with this form.

Signed;

First Delivery:

Please enclose a 2017-2018 school calendar

Sincerely,

Lewie Bokelman  
Branch Sales Manager

CERTIFICATE OF NON-COLLUSION/INDEPENDENT PRICE  
DETERMINATION

The undersigned certifies that the preparation and submission of the attached bid have been conducted independently, without consultation, communication, or agreement with any other bidder or potential bidder and that there will be no consultation, communication, or agreement on the price, terms, and conditions of this bid by or on behalf of Hiland Dairy Foods Co., LLC with any other bidder or potential bidder prior to the official opening of the bid.

Date: 6-27-17

Hiland Dairy Foods Co., LLC

*Rick Beaman*

Rick Beaman  
General Sales Manager

### **Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)**

The pricing quoted is based on **June's 2017** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$ .00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate , re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1<sup>st</sup> day of the month following the price announcement.

FUEL BID FORM

Central Valley Ag agrees to furnish gasoline and/or diesel fuel to the Centennial Public School for the 2017-18 school year at the prices listed below. It is understood that dealer price adjustments will be shared by the school district as per notice in the specification letter.

FULL SERVICE

SELF SERVICE

Non-leaded per gallon \_\_\_ ¢ above cost

.07 ¢ above cost

Diesel per gallon \_\_\_ ¢ above cost

.07 ¢ above cost

Valerie Legros

Signature of Authorized Agent

Central Valley Ag

Name of Firm

PO Box 310 Shelby NE 68662

Address

6-6-17

Date

Return to: Tim DeWaard, Superintendent  
Centennial Public School  
1301 Centennial Avenue  
P. O. Box 187  
Utica, NE 68456

**4021**  
**Voluntary Early Retirement Incentive Program**

Purpose

While our older employees are some of our most valuable resources, the early retirement of some employees who have provided long term service to the district may desire to retire early if it is financially possible for them to do so. Therefore, the purpose of the Centennial Voluntary Early Retirement Incentive Program is to provide a benefit for certificated staff who have given long-term service to the district and choose to accept early retirement.

Eligibility

This program is open to all employees employed in a certified capacity who meet the program's eligibility requirements. Employees are eligible after their 55<sup>th</sup> birthday and when they qualify for the Rule of 85 with the Nebraska Public Employees Retirement System. This program is not available to any employee if the administration recommends that the employee's contract be terminated for just cause.

To be eligible, an employee must have completed fifteen (15) qualifying years of service. All credited years of service must have been earned while in the employ of Centennial Public School. Credit on years of service shall be given in proportion to the time worked, e.g. a .5 FTE (full time equivalent) employee would need thirty (30) years of employment at Centennial to earn fifteen years of credited service in order to qualify to retire. Years of service to the district need not be consecutive. Any year when the employee spent more than half of the school year on leave of absence, disability leave or as a teacher who was reduced in force shall be excluded from the computation of a teacher's number of years of credited service.

A year of service shall be based on the length of the employee's most recent year's contract. This may range from 9 months for a teacher to 12 months for the superintendent.

Conditions or Limitations

Should the board receive more requests for early retirement benefits than it intends to approve, the board may consider the ability to staff the curriculum for the following school year, the ability to find qualified replacement employees, the best interests of the students and such other factors as are rationally related to the matter in determining which application(s) to approve and which application(s) to deny. In the event that, in its sole judgment, the board consider two or more applications to be equal based on the above referenced criteria, the board shall give first priority to the employee with the greatest number of years of credited service at Centennial Public School. If two or more employees

have the same number of credited service years, the board will give first priority to the employee who files his/her application first.

### Application Process

Application for participation in this program shall be completed on the appropriate district prepared form and submitted to the superintendent on or before March 1 of the contract year just prior to the planned retirement year.

The application form will include the amount of money to be received by the employee and the dates said money is to be received. The application shall constitute a resignation of employment by the employee conditioned only upon the board's approval of the application. If the application is not approved, the employee shall continue in employment with no loss of rights or benefits unless the employee's employment is cancelled or terminated pursuant to state statute and board policy.

The early retirement plan for an employee becomes effective with the approval of the application form by the board of education.

### Benefits – For Employees Hired Before July 1, 2012

#### A. Salary Compensation

Benefits will be 28% of the retirees' current school year salary. For teachers, the term current school year salary refers to the teacher's salary based on his/her placement on the index salary schedule, exclusive of other pay such as, but not limited to, extended contract pay, extra duty pay and fringe benefits. For administrators, the term refers to the school year salary set out on the administrator's employment contract.

#### B. Health/Dental Insurance Compensation

Retiring employees will be paid an amount equal to the single health/dental annual premium paid by the district during the final year of employment multiplied by the number of years between the age of retirement and until the employee is eligible for Medicare.

#### C. Sick Leave Days Compensation

Retiring employees will be paid ½ (one half) of the daily salary of the remaining sick leave days up through 50 days.

### Benefits – For Employees Hired After July 1, 2012

#### D. Salary Compensation

Benefits will be 28% of the retirees' current base salary. For teachers, the term current school year salary refers to the teacher's salary based

on his/her placement on the index salary schedule, exclusive of other pay such as, but not limited to, extended contract pay, extra duty pay and fringe benefits. For administrators, the term refers to the school year salary set out on the administrator's employment contract.

#### E. Health/Dental Insurance Compensation

Retiring employees will be paid an amount equal to the single health/dental annual premium paid by the district during the final year of employment multiplied by the number of years between the age of retirement and until the employee is eligible for Medicare, with a maximum of 5 years.

#### F. Sick Leave Days Compensation

Retiring employees will be paid ½ (one half) of the daily salary of the remaining sick leave days up through 50 days.

#### Benefit Payments

Retirees under this program will be paid the amount due them in four equal payments over four years. Through mutual agreement, this number may be reduced to two payments over two years or three payments over three years. The first payment may be made either September 20 or January 20 following the date of retirement. The future payment(s) may be made on September 20 or January 20 of the following school years.

Centennial is required to withhold for federal and state income taxes and social security. The retiree may request in writing not to withhold for federal and/or state income tax.

#### Program Administration

The board reserves the right to amend or terminate this policy at any time, except that the benefits to be paid to an applicant for voluntary early retirement shall be based on the individual contract (for administrators) or the index salary schedule (for teachers) in effect at the time of application for voluntary early retirement. Any benefit granted under this policy shall be binding upon the board that grants the benefit and any board thereafter.

Adopted on: 7/1998  
Revised on: 7/10/2017  
Reviewed on: \_\_\_\_\_

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## **REVISION OF POLICY 2004: Oath of Office**

Many boards of education believe that they are required by law to administer an oath of office to new board members. This belief stems from Section 11-101 of the Nebraska statutes, which requires “[a]ll state, district, county, precinct, township, municipal, and especially appointed officers, except those mentioned in Article XV, section 1, of the Constitution of the State of Nebraska” to take and subscribe to a specific oath before performing their respective duties. However, in *Frans v. Young*, 30 Neb. 360, 46 N.W. 528 (1890), the Nebraska Supreme Court held that school district officers are not required to take the oath prescribed by this section, as the term “district” applies only to judicial districts, and the term “municipal” applies only to villages, towns, and cities.

We have long struggled with certain aspects of the oath, because we believe that forcing someone to swear to limit political involvement in certain parties and to swear “So help me God” would likely be held to be unconstitutional if anyone were to challenge the oath in court.

Please note, we have no problem with board members who want to take the oath as written. We have changed the policy to make the oath voluntary, and have given the option to swear it orally or in writing. If your board is content with the way you have administered the oath, you are not required to make this change. However, if a newly-elected board member balks and refuses to take the oath, we do not believe you may lawfully prevent that board member from being seated.

**These changes are recommended, but not required if your board prefers to require the oath for new members despite these concerns.**

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## **REVISION OF POLICIES 2005 and 4053: Conflict of Interest**

We have added a definition of “immediate family member” consistent with the Nebraska Accountability and Disclosure Act and removed a parenthetical description in both policies. We also took out the reference in Policy 2005 to board policy 4015, in case you follow a different numbering system or in case we ever change that internal numbering. We have also provided you with the separate Accountability and Disclosure Forms which apply to board members and employees of schools and ESUs so you have

them. The forms also have good information on them for board members and employees to consider in the event they believe they may have a conflict of interest. As you will see in the numerous revised 3000 series policies below, the federal government is now requiring extensive and detailed new policies on all purchases made with federal dollars. When your special education, food service, or other programs funded with federal dollars are audited, you will also need to include these two policies when your auditor or federal program reviewer asks for your "code of conduct" or "conflict of interest" policies.

**These changes are required.**

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**REVISION OF POLICY 2008: Open Meetings**

We made three primary changes to this policy. First, we removed a reference to work sessions and retreats which stated that the board would not take "immediate action." This should not be in the policy, because a work session or retreat by any other definition is a "meeting" at which a board can take action so long as they have an appropriate agenda item.

Second, we added two different options for how the board publishes notice of meetings. The first (Option A) is by posting in three locations. The second (Option B) is by posting on the school's website. We understand many boards elect to post notice in your local newspaper. We fully understand the desire and possibly political pressure to continue supporting the local media. However, as publication frequency of local papers continues to decrease, we recommend that your *primary* method of publication is not in your local paper. For example, if you designate the local paper with a weekly publication schedule, that means you may have seven days to wait before you can hold a special meeting. Sometimes, that significantly impedes the board from taking action quickly. Instead, in both options we have a *permissive* posting in the local paper so that you can continue to use that method to notify the public and support local media, but the primary method of publication for purposes of the Open Meetings Act is on your website or at locations within the district. If you prefer another method, contact us and we would be happy to help you align the policy with your practice.

Third, we added a section on weather delays. As many boards experienced this winter, sometimes a snow storm can make it impossible or unreasonable to hold a meeting. Several boards asked us if they had to wait to publish another full notice to make up the meeting. We have conferred with the Nebraska Attorney General's office on this issue. The attorneys in

that office who handle open meetings complaints are comfortable with a process that allows boards that have to reschedule meetings due to weather to not start the whole meeting notice process over from scratch. It makes sense not to have to completely re-notice the meeting if it is delayed a day or two due to weather. Please review the new "Weather Delays" section of this policy carefully.

Finally, we strongly suggest that your board "repass" this policy or whichever policy you use to designate the method of providing notice of meetings. The Open Meetings Act requires you to use the method designated in your board's minutes. If you do not have those minutes readily available, repassing the policy and specifically including the notice methods in your minutes during your next meeting will allow you to comply with that technical requirement.

**These changes are required.**

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### **NEW POLICY 2016: Participation in Insurance Program by Board Members**

School board members are statutorily allowed to participate in the school district's health and life insurance coverages, provided that the board members are required to pay the entire premium. If the board permits its members to participate in the insurance coverage, it must report at least quarterly at a board meeting the board members who have elected to obtain the coverage.

**This policy is not required unless you permit board members to purchase insurance through the district.**

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### **OVERVIEW OF REVISIONS TO FEDERAL REGULATIONS REGARDING SCHOOL DISTRICT BUSINESS OPERATIONS**

The federal Education Department General Administrative Regulations (EDGAR) apply to all federal grants that are made by the US Department of Education to local school districts directly and to all funds that pass from the federal government through state departments of education to local schools. This means that EDGAR governs most local school districts' special education, school breakfast and lunch, and Title I programs. On December 26, 2014, the federal Office of Management and Budget issued significant

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changes to EDGAR. The new EDGAR consists of multiple parts and regulations and has changed how schools have to account for funds that they receive from federal programs. The initial EDGAR regulations had a two-year grace period which, when coupled with the timing of the issuance of the new regulations, means that the 2017-18 school year will be the first year that schools must fully comply with all of the updated parts of EDGAR. If any of you would like to review a complete description of the regulations, you can [visit the US Department of Education's EDGAR website](#).

One of the most critical EDGAR regulations is found under 2 C.F.R. § 200.318(a) which states that a local school district that receives any federal funds "must use its own documented procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the EDGAR regulations." Basically, the federal government wants you to put their standards into your policies when you are spending federal funds.

There are two significant problems posed by EDGAR from a policy perspective. The first is that the federal government wants local schools to have policies that regurgitate the federal standards, but most schools will not want to jump through the hoops created by the federal rules when they are spending state and local funds. The second problem is that when representatives from the Nebraska Department of Education do compliance reviews, they are focused on a specific program (e.g. special education, food service) rather than the overall policies of the district. This means that, although the sample policies provided by NDE representatives will meet the requirements for those specific programs, they could create duplicative or conflicting policies when compared to a board's overall procurement process.

We have tried to resolve these problems by revising our existing business operations policies and by adding two new, standalone policies which will apply only to the District's expenditures of federal funds. In addition to adopting these policy changes, boards and administrators should provide training to all staff who work in programs that utilize federal funds to educate them on the new EDGAR requirements.

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### **REVISION OF POLICY 3003: Bidding for Construction, Remodeling, Repair, or Site Improvements**

We have revised this policy so that it will only apply to construction projects. Therefore, we have renamed it to make that change clear.

The first section is simply introductory wording to make it clear that this policy applies to all construction which is not funded with federal dollars.

The second section sets out the process that the District will follow when it is undertaking a construction project that has an anticipated cost of less than \$100,000. Under state law, school districts are only required to engage in the *formal* solicitation of bids when they are undertaking construction with a cost of more than \$100,000, but most districts want to follow *some* structured process for obtaining quotes or estimates before they begin smaller projects. This section also includes the ability for the district to use the ESUCC Coop for these non-bid projects.

The third section sets out the formal requirements of Nebraska's bidding statutes. We have added wording to the description of bid documents which will allow you to use this same bidding process when you have to bid for federal programs. Our goal is to have District staff only need to learn and follow one common bidding system when formal bidding is required based on the value of the project or purchase.

**This revision is required.**

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**NEW POLICY 3003.1: Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds**

The EDGAR regulations have fairly detailed requirements for the process that schools must follow if they are undertaking construction using federal funds. While we do not have a lot of clients who have used federal dollars for construction, we think that every district should adopt this policy so that you could do construction with federal dollars if you have to opportunity to do so in the future. We have numbered this policy as 3003.1 so that the two construction policies always stay together in your policy book. If you use a different numbering system, you should place these two policies in sequence.

Due to the fact that most of you will not be using this policy extensively, we will not walk through each provision in this memorandum. If you do have the chance to use federal dollars for construction, you should review this policy carefully before undertaking the project. You should also keep in mind that *both* the state and federal bidding requirements will apply to any construction undertaken with federal funds that will have an aggregate cost of \$100,000 or more.

**This revision is required.**

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**REVISION TO POLICY 3004: General Purchasing and Procurement**

This will be the policy that school staff use to make purchases with any school funds that do *not* originate with the federal government. You should review this revised policy with all staff members who have purchasing authority for the district prior to the beginning of the 2017-18 school year.

The first section is introductory to make clear that this is your general procurement policy. It states that the expenditure of federal funds will be made pursuant to the next policy in the sequence.

The second and third sections have not changed.

The board must make a decision about two parts of the fourth section of this policy. You must tell staff how many days prior to a board meeting they have to submit receipts for reimbursement. You must also set the amount at which you will require staff to secure written quotes and/or estimates. Due to the way the federal regulations work, we strongly urge you to set that limit at \$3,500. As you will see, the EDGAR regulations have one set of rules for purchases under \$3,500, another set of rules for purchases between \$3,500 and \$150,000, and a third set of rules for purchase over \$150,000. We think it will be confusing for the district to adopt a fourth set of rules for purchases below \$3,500 but above some other limit set by the board. Having said all that, the board is certainly entitled to adopt a lower threshold than \$3,500 in this policy because it applies to purchases not made with federal funds.

**This revision is required.**

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**NEW POLICY 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds**

This is the main policy required by the new EDGAR. We have worked extremely hard to place everything required by all of the federal regulations into one policy while still keeping it as short and simple as possible. We have numbered this policy as 3004.1 so that the two procurement and purchasing

policies always stay together in your policy book. If you use a different numbering system, you should place these two policies in sequence.

The first section recites that this policy will only apply to purchases made with federal dollars. This keeps your staff from having to jump through the hoops in this policy if they are spending state or local funds.

The second section details your district's "procurement system." Program reviewers from NDE from each of your federal programs will ask to see your "procurement program" or your "procurement plan." This section should satisfy their request. You will see under this section that we have set out the rules for purchases under \$3,500, for purchases between \$3,500 to \$150,000 and for purchases over \$150,000. There are also special requirements if the district is going to "sole source" an item -- for example if the district specifically needs to buy a name-brand piece of special education equipment like a Dynovox, which can only be purchased from a single vendor. When NDE does your food service audit, the staff will ask for sample contracts under each of these headings.

*\*\*Special note for food service audits: Food program audits from NDE earlier this year mistakenly informed schools that they had to follow the formal procurement process if they spent more than \$50,000. Any school district that made changes to your food program procurement system based on this advice can raise the limit back up to \$150,000. If you have made changes based on a food service program audit this year, give one of us a call to talk through this issue.*

The second section of this policy also includes several elements that program auditors will look for on their "check list," including:

- *Use of Purchase Cards* - we refer back to our general policy on using purchase cards so that staff do not have to keep track of two sets of rules. This reference is something that program auditors look for, so we have it here as well so they see we have addressed it.
- A reference to "*full and open competition*" which is required.
- *Debarment and Suspension* - this went into effect for special education programs last year. We have moved the wording into this policy so that it is all in one place.
- A statement about *dispute resolution*, which some program reviewers are requesting to review.

The third section reviews conflicts of interest and “code of conduct.” The food program reviews, in particular, have been asking schools to share their “food service workers code of conduct.” Again, we do not want to have multiple different codes of conduct floating around, so we have consolidated that all into this section. Notice, too, that the general rule is that board members and staff will comply with the conflict of interest policies required by the Nebraska Accountability and Disclosure Act. We then have added in a few specific things that EDGAR makes schools recite about federal spending.

The fourth section is your “property management system,” which federal program reviewers for special education are asking for in particular. This is your “inventory” policy and procedure.

The fifth section includes miscellaneous additional required provisions such as the affirmative action obligation for women’s and minority businesses and the “buy American” wording set forth in EDGAR. You should be sure that your staff who manage federal programs understand that they need to keep all records for *six* years [Note: EDGAR requires three years, but the state retention schedule requires you to retain them for six years]. EDGAR also requires a lot of boilerplate be included in your contracts with vendors. Our policy does not regurgitate all of those requirements, but if you would like to be sure that you will not have any findings of non-compliance in your federal program audits, we would be happy to review your form vendor contracts.

Finally, EDGAR has separate and additional requirements for Food Service Management Contracts, which the regulations refer to as “FSMC.” For example the contractor must submit 21 days of sample menus and must use an advisory board made up of teachers, parents, and other staff members to make suggestions for the program. These requirements only apply if you completely contract out your food service program, and your vendor should have systems in place to meet them.

**This revision is required.**

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### **REVISION OF POLICY 3011: Transportation**

The Every Student Achieves Act (ESSA) requires school districts to collaborate with child welfare agencies about transportation issues related to students who have been placed in foster care. **Please note that ESSA does not require schools to provide or pay for transportation for foster students.** If there is no additional cost for the transportation (as when a

foster student lives on an existing bus route) the school must provide the transportation. If there will be any additional expense involved in providing transportation, the school must confer with the child welfare agency to see if either entity will agree to pay those costs. If the child welfare agency agrees to reimburse the school district for transportation costs, then the school will be required to provide the transportation services. If the child welfare agency doesn't agree to pay the additional costs, the district does not have to provide the transportation unless otherwise required by law.

There is no legal requirement that the district have a specific plan for the transportation of foster students. As you all know by now, we work very hard to give our subscribers as much flexibility as possible, and we think it is particularly important to maintain the freedom to deal with transportation of foster students based on individual circumstances. Therefore, instead of a "foster student transportation plan," this policy delegates to the superintendent or his/her designee the authority to review whether the student will need transportation in each situation.

There are no additional funds available to school districts that provide transportation to foster students. Child welfare agencies can access additional funds, sometimes called Title IV-E payments, which are federal payments made for eligible children properly placed in licensed foster homes or child care institutions.

ESSA does not require the superintendent of schools to be the contact with the child welfare agency. If you would prefer to designate another staff member you should do so. We do think whoever is designated as the school district contact should be familiar with both the Fostering Connections Act and the McKinney Vento Homeless Students Act. [This Guidance](#) from the US Department of Education is a good resource for whomever is assigned the duty of conferring with the child welfare agencies. KSB is also considering a stand-alone training for staff who are assigned these duties.

**This revision is required.**

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### **REVISION TO POLICY 3033: Lending Textbooks to Children Enrolled in Private Schools**

This policy has been updated to reflect amendments to Rule 4 of the Nebraska Department of Education. The biggest change is that the Department has adopted a very broad definition of "textbook." Although we

did not recite that definition in the revised version of Policy 3033, it would be wise for administrators to familiarize themselves with this new definition:

Textbook shall mean any instructional material that is designated for use by individual students in classroom instruction as the principal source of study material, in any of grades kindergarten through grade 12 in the public school(s) of each school district. The following, if designated for use by individual students as the principal source of study material, are likewise to be considered textbooks for purposes of this chapter: multiple texts; electronic and digital subscriptions; and hard-copy, write-in work texts if accessible by students pursuant to a multi-year subscription entered into by the school district. Instructional material that is in a non-tangible, electronic or digital format, e.g. web-based (on-line) material, accessible by students through a subscription or license agreement entered into by the school district, is a textbook if the individual student's access ceases within the timeframe described in Section 003.01 of this chapter. The following are not to be considered textbooks: library books, teacher's editions, hard-copy supplemental workbooks and any book or material designated for classroom, and not individual use (e.g. "Big Books" and the like).

For many years, when homeschool parents have asked to borrow textbooks from the school district, it has merely been a matter of loaning out an extra book, which did not impose any additional cost on the school. With this much broader definition of "textbook" homeschool and private school parents could seek to access digital textbooks or other electronic resources. If the school pays a per-user subscription for these resources, the district is not required to pay that cost for the homeschool or private school student. Instead, the district requests funds from NDE to pay for the requested resource. You may also add up to 5% of the cost to defray administrative expense. Then the Department will respond to the request by informing the schools whether there are sufficient funds to pay for the requested resource. Schools are only obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the NDE to be distributed for this purpose.

**This revision is required.**

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**REVISION OF POLICY 3036: Purchasing (Credit) Card Program**

This additional wording was added so that you can have the same purchasing card policy apply to expenditures using federal dollars as applies to using state and local funds.

**This is revision is required.**

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**DELETION OF POLICY 3038: Suspension and Debarment**

This policy is now subsumed in its entirety by policy 3004.1 Fiscal Management of Federal Funds. Change this to "Intentionally Left Blank."

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**NEW POLICY 3042: Construction Management at Risk Contracts and  
NEW POLICY 3043: Design-Build Contracts**

The Political Subdivisions Construction Alternatives Act requires a school to have policies in place before it can use the construction management at risk and design-build methods of construction. These policies comply with the requirements of the Act.

**These policies are required to be adopted before you may use either of these construction methods for a construction project.**

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**NEW POLICY 3044: Incidental or De Minimis Use of Public Resources**

We often worry about board members and employees using things like district e-mail accounts and making copies for personal use. The general rule is that personal uses of "public resources" are not permitted. However, the Nebraska Political Accountability and Disclosure Act allows boards to pass a policy which authorizes board members and employees to use public resources for personal purposes when those uses are "incidental or de minimis." As long as the personal use is accounted for on the board member's or employee's personal taxes, as required by law, the board can authorize these uses to avoid complaints and allegations of misuse. This policy is designed to account for the most common uses we hear about, and your board is free to remove or add additional uses consistent with your practices.

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**This policy is required, unless you do not authorize use of district resources for any purpose.**

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### **NEW POLICY 3045: Use of Sniffer Dogs**

Many schools have decided to use trained "sniffer dogs" to conduct "sniff searches" of vehicles on school grounds, school lockers used by students, and other items or areas at the school. Schools have the authority to use sniffer dogs to conduct sniff searches in many, if not most, circumstances. One exception is the use of a dog to sniff a student or staff member. **It is unlawful to allow the dog(s) to sniff people.**

The tougher questions are whether the school *should* implement the use of sniffer dogs and, if so, how the program should be implemented. This policy includes our recommended procedures in the event that school decides to use sniffer dogs. You should also review your student handbooks for any reference to "drug dogs" or "search dogs" and update it to be consistent with this policy. We plan to incorporate these changes and notifications in our standard handbooks which track our policy service.

**This policy is highly recommended if you use sniffer dogs for drugs, weapons, and any other contraband.**

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### **REVISION TO POLICY 3046: Service Animals (Formerly Policy 5060: Animals)**

This policy was originally placed in the 5000 series because at that time we primarily focused on students and service animals. However, recent decisions under Title IV of the Americans with Disabilities Act have made it clear that students, patrons, and employees may all have a service animal. Therefore, we are moving this policy to the 3000 series section and renumbering it. While no substantive change has been made to the policy, the accompanying Service Animal Request Form has been revised. The governing statutes and regulations are silent about whether a district can inquire about or require proof of liability insurance, so our original form requested individuals to provide a declaration page indicating adequate liability insurance coverage. Since the form's creation, at least one court has indicated that schools cannot require such information. For this reason, the insurance declaration request has been removed from the form.

**This revision is strongly recommended.**

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### **NEW POLICY 3047: Data Breach Response**

We have added a new policy for Data Breach Response in order to comply with Nebraska's Financial Data Protection and Consumer Notification of Data Security Breach Act.

School districts that experience a breach are required to investigate the breach, provide notice to those affected, and provide notice to the Attorney General—all of which is covered in the new policy. We have also included a section that provides for data governance protocols to be put in place to map the flow of data between software, hardware, and personnel in order to maintain good data security practices (sometimes referred to as "data hygiene") and make sure data breach responses will run smoothly and efficiently.

**This revision is required.**

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### **REVISION TO POLICY 4001: Notice of Nondiscrimination**

We have changed the word "grievance" to "complaint" in this policy to make the terminology consistent across our other policies.

School districts with 50 or more employees are required to appoint a responsible person to coordinate the administrative requirements of ADA compliance and to respond to complaints filed by the public. We have revised this policy to make the 504 coordinator the same person as the ADA coordinator. This makes a lot of sense for schools since the requirements of the two statutes are very similar as applied to public schools. If you do not want your 504 coordinator to serve as your ADA coordinator let us know and we can work with you to customize this policy.

**This revision is strongly encouraged.**

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**REVISION TO POLICY 4010: Inclement Weather**

This policy used to have only one option which required all staff to report unless told otherwise by the Superintendent. Based on discussions with several services subscribers, we understand most districts do not require staff to report on snow days. To account for that, we have included an alternative policy which does not require staff attendance on inclement weather days unless otherwise directed by the superintendent. You must select Option A or Option B.

**This revision is required so that you elect the option which fits your practices.**

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**REVISION OF POLICY 4011: Family Medical Leave Act  
NEW POLICY 4011.1 Nebraska Family Military Leave Act  
(REPEAL OF POLICY 4021)**

In the spirit of clarity, we have split Nebraska Family Military Leave into its own policy. The only revisions to the FMLA policy were the removal of any Nebraska Family Military Leave language. The stand-alone Nebraska Family Military Leave policy accurately reflects the School District's obligations under state law. We think it is important that these two policies always stay in sequence in your policy book, so we have numbered the Nebraska Family Military Leave Act policy as 4011.1.

*Note for long-time policy subscribers:* If you still have policy 4021 as "Family Military Leave" in your policy book, you should eliminate policy 4021 and designate it as "Intentionally Left Blank" if you still have 5021 in place.

**This revision is required.**

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**REVISION OF POLICY 4019: Workplace Injury Prevention and Safety Committee**

Every school is required by NEB. REV. STAT. § 48-443 to have a safety committee that is in charge of crafting an injury prevention program. The statute requires employers who are subject to collective bargaining to

establish membership on the safety committee through the collective-bargaining process.

Although this policy was amended as part of the August Safety and Security updates, we wanted to make this revision so that your boards are reminded of their duty to collectively bargain this issue. You should check your collective bargaining agreements to see if they address this issue. You will need to place this issue on your agenda when you open negotiations with your teachers' union this fall if the issue is not already addressed in your collective bargaining agreement.

**This revision is required.**

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### **REVISION OF POLICY 4041: Staff Dress and Appearance**

We have included an alternative policy which does not require staff to wear ties, because many districts now permit polos, for example, as long as they contain the district's mascot. Option B was created to address some concerns that the policy did not reflect most districts' practices. You must select Option A or Option B.

**This revision is required so that you select the Option which best fits your dress code.**

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### **REVISION OF POLICY 4060: School Vehicle Use**

This policy was amended to clarify that all drivers shall follow and be subject to the Drug Free Workplace Policy and Drug Policy Regarding Drivers.

**This revision is strongly encouraged.**

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### **NEW POLICY 4061: Workplace or Non-Workplace Injuries or Illness and Return to Work**

Several clients asked us to provide a workplace injury policy which discusses reporting injuries both by the injured employee and any witnesses. We also added a section relating to return to work which addresses circumstances when an employee may be given a modified or limited duty assignment or may be terminated before or after the employee is otherwise

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able to return to work. We added provisions for non-workplace injuries or illness, as well.

We have also included a "Return to Work" form you can use for employees.

**This policy is not legally required to comply with state law on Workplace Injuries, but we recommend all districts have it. It can be very beneficial in the event of a lawsuit, and many insurance carriers insist that you have something like it.**

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**2004  
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: \_\_\_\_\_

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

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

## **2005 Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

1. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

- any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.
- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
  - c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
  - d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
    - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
    - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
    - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

## 2. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
  - (1) All district employees.
  - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

## 3. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
  - (1) The board member does not abuse his or her position.
  - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
    - (i) who is not qualified for and able to perform the duties of the position;
    - (ii) for any unreasonably high salary;
    - (iii) who is not required to perform the duties of the position.
  - (3) The board makes a reasonable solicitation and consideration of applications for employment.
  - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
  - (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

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

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

5. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

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

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 6. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

## 7. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
  - (1) The names of the contracting parties.
  - (2) The nature of the interest of the board member in question.
  - (3) The date that the contract was approved.
  - (4) The amount of the contract.
  - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: \_\_\_\_\_

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

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

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted on the school district's website. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board

president. The board will communicate the delay and the updated date, time, and location of the postponed meeting to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: \_\_\_\_\_

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

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

**2016**  
**Participation in Insurance Program by Board Members**

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Adopted on: \_\_\_\_\_

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

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

## **3003**

### **Bidding for Construction, Remodeling, Repair or Site Improvement**

#### **I. Applicability of this policy.**

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

#### **II. Projects with an Estimated Cost of Less than \$100,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$100,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$100,000 they must follow the formal procedures outlined in this policy.

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$100,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time stated in the bid form. Bidders shall be notified of the opening and invited to be present.
7. The board shall have discretion in determining which bidders

are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: \_\_\_\_\_

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

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

**3003.1**  
**Bidding for Construction, Remodeling, Repair, or Related Projects**  
**Financed with Federal Funds**

**I. Applicability of the policy**

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

**II. All projects undertaken pursuant to this policy will be subject to the following bond requirements**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided

for in the contract.

### **III. Construction Projects with an Anticipated Cost of Under \$150,000**

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Construction with an Anticipated Cost of between \$3,500 and \$100,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$100,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

**B. Construction Projects with an estimated cost of \$100,000 and over will be made pursuant to the District's Policy on Bid Letting and Contracts.**

### **IV. Construction Projects with an Anticipated Cost Over \$150,000**

**A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$150,000 will be publicly solicited**

## **using the sealed bid method**

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publically opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
  - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
  - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

## **B. Advertising for Bids.**

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date

on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

### **C. Bid Documents**

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

### **D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and**

**approved by the board.**

Adopted on: \_\_\_\_\_

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

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

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

**II. General Purchasing Policy**

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

**III. Building-Specific Purchasing**

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### **IV. Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 5 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$3,500, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: \_\_\_\_\_

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

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

**3004.1**  
**Fiscal Management for Purchasing and Procurement Using Federal Funds**

**I. Applicability of Policy**

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

## **B. Methods of Purchasing**

The type of purchase procedures required depends on the cost of the item(s) being purchased.

### **1. Purchases up to \$3,500 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

### **2. Purchases between \$3,500 and \$150,000 (Small Purchase Procedures)**

Small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$150,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$150,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$150,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

#### **4. Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$150,000.

#### **C. Use of Purchase (Debit & Credit) Cards**

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

#### **D. Federal Procurement System Standards**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

## **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

## **F. Settlements of Issues Arising Out of Procurements**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

### **III. Conflict of Interest and Code of Conduct**

**A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.**

**B. Purchases covered by this policy are subject to the following additional provisions.**

- 1.** Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. 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.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

### **C. Favors and Gifts**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

### **D. Enforcement**

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for

printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

## **C. Inventory Records**

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and

11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

#### **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

#### **E. Maintenance**

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

#### **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

#### **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding

agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

## **V. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

### **C. Record Keeping**

#### **1. Record Retention**

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## **2. Maintenance of Procurement Records**

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the

requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: \_\_\_\_\_

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

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

## **3011 Transportation**

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

Adopted on: \_\_\_\_\_

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

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

### **3033**

#### **Lending Textbooks to Children Enrolled in Private Schools**

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15<sup>th</sup> prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15<sup>th</sup>, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15<sup>th</sup> prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make

textbooks available to parents or guardians on or before August 15<sup>th</sup>. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

Adopted on: \_\_\_\_\_

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

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

## 3036

### Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel and meal expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$1,000.

**Unauthorized Purchases.** In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: Superintendent. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

**Documentation.** Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or

permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

**Reward Points or Rebates.** Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

**Purchase Review Procedures.** The superintendent, or his or her designee, and the bookkeeper shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: \_\_\_\_\_

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

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

## **3042**

### **Construction Management at Risk Contracts**

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

#### **Definitions.** For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Centennial Public School.

#### **Procedures.**

1. Procedures for the preparation and content of requests for proposals shall include the following:
  - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a

minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
  2. Policies adopted by the school district pursuant to the Act;
  3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  4. Any bonds and insurance required by law or as may be additionally required by the school district;
  5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
  6. The criteria for evaluation of proposals and the relative weight of each criterion; and
  7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
  3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

- A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
- B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
- (1) The financial resources of the construction manager to complete the project **(up to five percent)**;
  - (2) The ability of the proposed personnel of the construction manager to perform **(up to twenty percent)**;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to twenty percent)**;
  - (4) The quality of performance on previous projects **(up to twenty percent)**;
  - (5) The ability of the construction manager to perform within the time specified **(up to twenty percent)**;
  - (6) The previous and existing compliance of the

construction manager with laws relating to the contract **(up to ten percent)**; and

- (7) Such other information as may be secured having a bearing on the selection **(up to five percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
  - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
  - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction

management at risk process under the act.

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

- 5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

- A. Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation,

and if a bid has been opened, its number, and date of opening;

- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless

the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

**Prohibitions.** The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: \_\_\_\_\_

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

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

### **3043 Design-Build Contracts**

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

**Definitions.** For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Centennial Public School.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal.

Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

**Procedures.** The District shall follow the procedures below in connection with any DB Contract.

**1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**

A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;
- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
- (3) The date by which persons or organizations must submit their applications; and
- (4) A statement that any person or organization applying for consideration by the District must obtain a copy of

the District's Design-Build Contract Policy from the Superintendent.

- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to

execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or

secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

**2. Procedures and standards to be used to prequalify Design-Builders.**

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
  - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
  - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
  - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

**3. Procedures for the preparation and content of RFPs.**

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
  - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
  - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
  - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  - (4) A project statement which contains information about the scope and nature of the project;
  - (5) Project Performance Criteria;
  - (6) Budget parameters for the project;
  - (7) Any bonds or insurance required by law or as may be additionally required by the District;
  - (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
  - (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic

materials illustrating the proposed approach to design and construction but shall not include price proposals;

(10) A requirement that the Design-Builder agree to the following conditions:

- (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
- (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
- (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
- (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
- (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:

- (1) Published in a newspaper of general circulation within the District;
- (2) Filed with the Department; and

- (3) Sent by first-class mail to the prequalified Design-Builders only.

**4. Procedures for preparing and submitting Proposals.**

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

**5. Procedures for evaluating Proposals.**

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.
- C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the design-builder to complete the project **(up to five percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to twenty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to twenty percent)**;
- (4) The quality of performance on previous projects **(up to twenty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to twenty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to five percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

**6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.**

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate

negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.

- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

**7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.**

- A. Definitions.
  - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
  - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite

handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester

and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

**8. Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

**9. Projects Excluded.** The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: \_\_\_\_\_

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

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

## **3044 Incidental or De Minimis Use of Public Resources**

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

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

Adopted on: \_\_\_\_\_

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

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

## **3045 Use of Sniffer Dogs**

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

### **Protocol for Use of Sniffer Dogs**

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to

law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

### **NOTICE TO STUDENTS AND STAFF**

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: \_\_\_\_\_

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

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

## **3046 Service Animals**

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

**Health and Vaccination.** The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure

from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible

for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

Adopted on: \_\_\_\_\_

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

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

## **3047 Data Breach Response**

### **I. Preparation**

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

#### **A. Data Governance**

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

#### **B. New Devices and Software**

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

### **II. Incident Response Plan**

#### **A. Assessment and Investigation**

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

**B. Notification of Affected Individuals**

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

**C. Notification of Law Enforcement and Outside Organizations**

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: \_\_\_\_\_

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

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

## **4001 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights

to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district's Title IX and/or Section 504/ADA Coordinator.

Adopted on: \_\_\_\_\_

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

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

**4010**  
**Inclement Weather**

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

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

Adopted on: \_\_\_\_\_

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

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

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

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

**B. Qualified Circumstances Necessitating Leave**

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

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

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

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

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

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

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

**D. Qualifying Notice and Certification**

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

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

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

**E. Scheduling Leave**

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

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

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

**B. Substitution of Paid Leave**

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

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

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

**C. Group Health Plan Benefits**

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

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

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

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

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

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

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

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

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

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

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

## **B. Denial of Restoration**

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

## **C. Failure to Return from Leave**

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

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

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

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

Adopted on: \_\_\_\_\_

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

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

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

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

**I. Qualifying for Leave**

A. Qualified Employees

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

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

B. Qualified Circumstances for Requesting Leave

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

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

C. Qualifying Notice and Certification

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

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

**II. Relationship with District During Leave**

A. Leave to Be Unpaid

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

B. Benefits

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

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

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

## **4041 Staff Dress and Appearance**

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

### **I. Staff Expectations in Dress and Appearance**

#### **A. General Expectations in Dress and Appearance**

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.
2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

#### **B. Unacceptable Forms of Dress and Appearance**

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
  - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
  - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
  - Shorts, except when teaching physical education class or at athletic or other activity practices.
  - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
  - Hats, except when worn outside for sun coverage.
  - Rubber soled 'flip flop' thong sandals.
  - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
  - Any attire which is immodest or may distract other employees or students in the learning environment.

## **II. Enforcement**

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special “casual days” or field days). Any violation of school policy and rules may result in disciplinary action.

Adopted on: \_\_\_\_\_

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

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

**4053**  
**Conflict of Interest**

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

1. Definitions. For the purposes of this policy:
  - a. Business with which an employee is associated shall include the following:
    - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
    - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
  - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
  - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
  - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
  - (1) The employee does not abuse his or her position.
    - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
      - (i) who is not qualified for and able to perform the duties of the position;
      - (ii) for any unreasonably high salary;
      - (iii) who is not required to perform the duties of the position.
  - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
  - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
  - (4) The board approves the employment or supervisory position.

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

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

Adopted on: \_\_\_\_\_

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

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

## 4061

### **Workplace or Non-Workplace Injuries or Illness and Return to Work**

**Reporting Workplace Injuries.** Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

**Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness.** Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

**Termination After Workplace Injuries or Illness.** Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical

improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

**Termination After Non-Workplace Injuries.** Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: \_\_\_\_\_

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

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

## SUPERINTENDENT'S REPORT

July 10, 2017

1. Start planning now to attend the National School Boards Association Conference in San Antonio on April 7<sup>th</sup> through the 9<sup>th</sup>. Registration and housing opens in October, so I would like to have an idea soon after that.
2. The NASB Area Membership Meeting will be held on September 13<sup>th</sup> in York. Registration began at 4:30 p.m. and the opening session started at 5:00 p.m. There were two training sessions at 6:00 and 6:45 p.m. The dinner and program will started at 7:25 p.m. Please let me know if you will be unable to attend.
3. Colin, Marni, and I will be attending Administrator Days in Kearney on July 26<sup>th</sup>, 27<sup>th</sup> and 28<sup>th</sup>.
4. Just a reminder that we changed the August Board Meeting to Thursday, August 10<sup>th</sup> due to Back to School Night – August 14<sup>th</sup>....Help with serving food again?
5. I will be out of the office on Friday, July 14<sup>th</sup> as John has his White Coat Ceremony on the 15<sup>th</sup>.