

Board of Education Regular Meeting  
Monday, August 10, 2020 5:00 PM  
Jr/Sr High School Commons  
611 West 7th Street  
Wayne, NE 68787

{{Name: Agenda Item Name}}

{{Speaker: Agenda Item Speakers}} {{AgendaItemEnd}}

I. Call the Meeting to Order

a. Pledge of Allegiance

b. Announce Open Meeting Act Posting and Location - Wayne Community Schools, Wayne Public Library, Wayne Post Office, and online: [www.wayneschools.org](http://www.wayneschools.org)

c. Action on Absence and Roll Call

d. Approval of Agenda - The Board may enter Executive Session to discuss any matter for which Executive Session is lawful and appropriate.

e. Consent Agenda

I. Approval of Minutes of Previous Meetings

II. Approval of Financial Reports and Claims

f. Personnel

II. Communications from the Public (Policy 8346) and Requested Presentations

a. Introductions of New Staff

b. School Reopening Plan Update - Dr. Lenihan

Dr. Lenihan will review protocols for contact tracing investigations, quarantine process, and re-admittance to school during the COVID-19 response.

III. Action Items

a. Old Business

I. Second Reading of Policy Updates - Discuss, Consider, and Take Action on Second Reading of Policy Updates

II. Second Reading of 2020-21 Teacher Handbook - Discuss, Consider, and Take Necessary Action on Second Reading of 2020-21 Teacher Handbook

III. Second Reading of Non-Certified Staff Handbook - Discuss, Consider, and Take Necessary Action on Second Reading of Non-Certified Staff Handbook

b. New Business

I. NSAA Bowling - Discuss, Consider, and Take Necessary Action on NSAA Bowling

IV. Administration and Board Committee Reports:

a. Administration - Written reports were provided by Administration. Copies of their reports are available at the District Office upon request.

I. Superintendent

Budget update  
Facility Update

II. High School Principal

III. Special Education/Early Learning Center Director

IV. Elementary Principal

V. Junior High Principal/Activities Director

b. Board Committees

I. Foundation and Community Relations - Jaime Manz, Sylvia Ruhl, Justin Davis, Dave Wragge, Mark Lenihan, Brandon Foote

II. Curriculum and Committee on American Civics - Wendy Consoli, Jaime Manz, Sylvia Ruhl, Mark Lenihan, Misty Bear

III. Facility/Safety/Finance - Lynn Junck, Jodi Pulfer, Justin Davis, Mark Lenihan, Russ Plager, Jordan Widner, Rochelle Nelson

IV. Policy/Title IX - Wendy Consoli, Jamie Manz, Jodi Pulfer, Mark Lenihan, Russ Plager, Tucker Hight

V. Negotiations - Wendy Consoli, Lynn Junck, Justin Davis, Mark Lenihan

VI. Legislative - Jodi Pulfer, Lynn Junck, Sylvia Ruhl, Mark Lenihan

V. Boardmanship

VI. Future Agenda Items

VII. Executive Session (If Needed)

VIII. Action Taken from Executive Session (If Needed)

IX. Adjournment

**Wayne Community Schools  
Board of Education Regular Meeting Minutes  
Monday, July 13, 2020**

The regular meeting of the Wayne Board of Education was held at 611 West 7th Street, Wayne, NE, 68787, on Monday, July 13, 2020, at 5:00 PM. Notice of the meeting and place of agenda was posted at the Wayne High School, Wayne Elementary School, Early Learning Center, Wayne Post Office, Wayne Public Library, and online: [www.wayneschools.com](http://www.wayneschools.com). A copy of the Nebraska Open Meetings Act was displayed for the public to read.

Mrs. Wendy Consoli:	Present
Mr. Justin Davis:	Present
Mr. Lynn Junck:	Present
Mrs. Jaime Manz:	Present
Dr. Jodi Pulfer:	Present
Mrs. Sylvia Ruhl:	Present

I. Call the Meeting to Order

Discussion: The meeting was called to order at 5:00 p.m.

I.a. Pledge of Allegiance

I.b. Announce Open Meeting Act Posting and Location - Wayne Community Schools, Wayne Public Library, Wayne Post Office, and online: [www.wayneschools.org](http://www.wayneschools.org)

I.c. Action on Absence and Roll Call

I.d. Approval of Agenda - The Board may enter Executive Session to discuss any matter for which Executive Session is lawful and appropriate.

Motion to approve agenda, as presented, passed with a motion by Mrs. Sylvia Ruhl and a second by Dr. Jodi Pulfer. Motion carried with six yes votes.

Mrs. Wendy Consoli:	Yes
Mr. Justin Davis:	Yes
Mr. Lynn Junck:	Yes
Mrs. Jaime Manz:	Yes
Dr. Jodi Pulfer:	Yes
Mrs. Sylvia Ruhl:	Yes

I.e. Consent Agenda

Motion to approve consent agenda, as presented, passed with a motion by Mrs. Jaime Manz and a second by Mr. Justin Davis. Motion carried with six yes votes.

Mrs. Wendy Consoli:	Yes
Mr. Justin Davis:	Yes
Mr. Lynn Junck:	Yes
Mrs. Jaime Manz:	Yes
Dr. Jodi Pulfer:	Yes
Mrs. Sylvia Ruhl:	Yes

I.e.I. Approval of Minutes of Previous Meetings

## I.e.II. Approval of Financial Reports and Claims

### I.f. Personnel

Discussion: No report.

## II. Communications from the Public (Policy 8346) and Requested Presentations

### II.a. 2020-21 School Year Re-opening

Discussion: Dr. Lenihan discussed the three-color risk system plan for school re-opening in August. A letter with the details will be sent home. Melissa Meyer asked questions concerning students wearing masks.

### III. Annual Hearing and Review of Policies

Discussion: Each year, school boards are required to review certain policies annually. Policies 5415, 5416, 5418, 6400, and 6600 are reviewed annually as required by the Nebraska Department of Education. All policies can be found on the school's website.

#### III.a. Policy 5415 - Anti-Bullying

#### III.b. Policy 5416 - Student Fees Policy

#### III.c. Policy 5418 - Homeless

#### III.d. Policy 6400 - Parental Involvement

#### III.e. Policy 6600 - Improving Learning for Children with Disabilities (ILCD)

## IV. Action Items

### IV.a. Old Business

#### IV.a.I. Second Reading of Policy Updates - Discuss, Consider, and Take Necessary Action on Second Reading of Policy Updates

Motion to approve the second reading of the changes to policies 1040, 5101, 5103, 5406, 5416, 5506, 6117, and 6283A passed with a motion by Mrs. Jaime Manz and a second by Mr. Justin Davis. Motion carried with six yes votes.

Mrs. Wendy Consoli:	Yes
Mr. Justin Davis:	Yes
Mr. Lynn Junck:	Yes
Mrs. Jaime Manz:	Yes
Dr. Jodi Pulfer:	Yes
Mrs. Sylvia Ruhl:	Yes

Discussion: The Board approved the second reading of policies 1040, 5101, 5103, 5406, 5506, 6117, and 6283a.

### IV.b. New Business

#### IV.b.I. Policy 2101 - Acknowledgement of Superintendent as CEO of District - Discuss, Consider, and Take Necessary Action on Policy 2101

Motion to approve Policy 2101 - Acknowledgement of Superintendent as CEO of District passed with a motion by Mr. Lynn Junck and a second by Mrs. Sylvia Ruhl. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: This policy is reviewed annually and states that the Superintendent is the CEO of the District. All policies can be found on the school's website.

#### IV.b.II. First Reading of Policy Updates - Discuss, Consider, and Take Necessary Action on First Reading of Policy Updates

Motion to approve the first reading of policies 1200, 3560, 4002, 4003, 4003a, 4003b, 4190, 4260, 5001, 5401, 5401z, 6380, 7060, and 7070 passed with a motion by Mrs. Sylvia Ruhl and a second by Dr. Jodi Pulfer. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the first reading of policies 1200, 3560, 4002, 4003, 4003a, 4003b, 4190, 4260, 5001, 5401, 5401z, 6380, 7060, and 7070. Dr. Lenihan noted that policies 7060 and 7070 are new policies.

#### IV.b.III. Extra Duty Contracts Update - Discuss, Consider, and Take Necessary Action on Extra Duty Contracts Update

Motion to approve the Extra Duty contract for the 2020-21 school year passed with a motion by Mr. Lynn Junck and a second by Mr. Justin Davis. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: Dr. Lenihan has been in contact with Perry Law Firm over extra duty pay. The Board approved the paying of half the extra duty pay through February. If seasons have been shortened or cancelled, a prorated amount will then be paid to the coaches. The Board appreciates the extra work the staff does for extra duties.

#### IV.b.IV. First Reading of 2020-21 Teacher Handbook - Discuss, Consider, and Take Necessary Action on First Reading of 2020-21 Teacher Handbook

Motion to approve the first reading of the 2020-21 Teacher Handbook passed with a motion by Dr. Jodi Pulfer and a second by Mrs. Jaime Manz. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the first reading of the 2020-21 Teacher Handbook.

IV.b.V. First Reading of Non-Certified Staff Handbook - Discuss, Consider, and Take Necessary Action on First Reading of Non-Certified Staff Handbook

Motion to approve the first Reading of Non-Certified Staff Handbook passed with a motion by Mr. Justin Davis and a second by Dr. Jodi Pulfer. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the first reading of the Non-Certified Staff Handbook.

IV.b.VI. 2020-21 NRCSA Membership Dues - Discuss, Consider, and Take Necessary Action on 2020-21 NRCSA Membership Dues

Motion to approve the NRCSA dues for the 2020-21 school year, passed with a motion by Mrs. Sylvia Ruhl and a second by Dr. Jodi Pulfer. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the NRCSA membership dues for 2020-21.

IV.b.VII. 2020-21 School Year Re-Opening Plan - Discuss, Consider, and Take Necessary Action on 2020-21 School Year Re-Opening Plan

Motion to approve the Wayne Community Schools Reopening Plan for the 2020-21 school year passed with a motion by Mr. Lynn Junck and a second by Mr. Justin Davis. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the re-opening plan for the upcoming 2020-21 school year. Dr. Lenihan stated that school will begin August 13 with a 2:00 dismissal for August 13 and 14. All staff and students will be required to wear a face covering when social distancing is not possible.

IV.b.VIII. Survey - Discuss, Consider, and Take Necessary Action on Surveying the areas south and east of the Jr/Sr High Building

Motion to approve the quote from Cornerstone Surveying for \$9600 to survey the areas south and east of the Jr/Sr High School Building passed with a motion by Mr. Justin Davis and a second by Mrs. Jaime Manz. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the quote from Cornerstone Surveying to survey the areas south and east of the Jr/Sr High School building.

IV.b.IX. Jr/Sr High Parking Lot Design - Discuss, consider, and take necessary action to approve Phase 1 & 2 of the Jr/Sr High Parking Lot Design

Motion to approve the quote for a lump sum bid of \$18,000 from Carlson West Povondra Architects, for Phase 1 & 2 of the Jr/Sr High Parking Lot Design, passed with a motion by Dr. Jodi Pulfer and a second by Mrs. Jaime Manz. Motion carried with six yes votes.

Mrs. Wendy Consoli: Yes  
Mr. Justin Davis: Yes  
Mr. Lynn Junck: Yes  
Mrs. Jaime Manz: Yes  
Dr. Jodi Pulfer: Yes  
Mrs. Sylvia Ruhl: Yes

Discussion: The Board approved the quote from Carlson West Povondra Architects for Phase 1 and 2 of the Jr/Sr. High School parking lot.

V. Administration and Board Committee Reports:

V.a. Administration - Written reports were provided by Administration. Copies of their reports are available at the District Office upon request.

V.a.I. Superintendent

V.a.I.1. Budget Update

Discussion: Dr. Lenihan discussed the 1.89% increase on the line item budget. The Board thanked him for working on keeping the expenses low.

V.a.I.2. State Accreditation

Discussion: Dr. Lenihan presented the Board the Certificate of Accreditation from the Nebraska Department of Education.

V.a.I.3. NSAA Bowling

Discussion: NSAA has added bowling as a sport. Dr. Lenihan told the Board of possible costs associated with adding it to WCS sport schedule. Jennifer Sievers addressed the Board about students wanting this as a sport. She thanked the Board for their consideration. This will be an action item in August.

#### V.a.II. High School Principal

#### V.a.III. Special Education/Early Learning Center Director

Discussion: Mrs. Bear invited the Board to the Early Learning Center graduation on Thursday, August 6, at Bressler Park.

#### V.a.IV. Elementary Principal

Discussion: Mr. Plager said summer school is going smoothly.

#### V.a.V. Junior High Principal/Activities Director

#### V.b. Board Committees

#### V.b.I. Foundation and Community Relations - Jaime Manz, Sylvia Ruhl, Justin Davis, Mark Lenihan, Brandon Foote

Discussion: Mr. Brandon Foote told the Board the Kern Track lights are completed. Scholarship checks have been mailed out.

#### V.b.II. Curriculum and Committee on American Civics - Wendy Consoli, Jaime Manz, Sylvia Ruhl, Mark Lenihan, Misty Bear

Discussion: No report.

#### V.b.III. Facility/Safety/Finance - Lynn Junck, Jodi Pulfer, Justin Davis, Mark Lenihan, Russ Plager, Rochelle Nelson

Discussion: Dr. Lenihan presented the short- and long-term facility plan.

#### V.b.IV. Policy/Title IX - Wendy Consoli, Jamie Manz, Jodi Pulfer, Mark Lenihan, Russ Plager, Tucker Hight

Discussion: There is a possibility of more policy updates coming.

#### V.b.V. Negotiations - Wendy Consoli, Lynn Junck, Justin Davis, Mark Lenihan

Discussion: No report.

#### V.b.VI. Legislative - Jodi Pulfer, Lynn Junck, Sylvia Ruhl, Mark Lenihan

Discussion: The Legislative Committee met in July.

#### VI. Boardsmanship

#### VI.a. July Board Retreat Dates

Discussion: The Board will meet for the July Retreat on Wednesday, July 29, at 5:00 p.m., at the Early Learning Center.

#### VIII. Future Agenda Items

\*Second Reading of Policy Updates

\*Second Reading of 2020-21 Teacher Handbook

\*Second Reading of 2020-21 Non-Certified Staff Handbook

#### VIII. Executive Session (If Needed)

IX. Action Taken from Executive Session (If Needed)

X. Adjournment

Motion to Adjourn Meeting passed with a motion by Mr. Lynn Junck and a second by Mrs. Jaime Manz.  
Motion carried with six yes votes.

Mrs. Wendy Consoli:	Yes
Mr. Justin Davis:	Yes
Mr. Lynn Junck:	Yes
Mrs. Jaime Manz:	Yes
Dr. Jodi Pulfer:	Yes
Mrs. Sylvia Ruhl:	Yes

Discussion: The meeting was adjourned at 6:49 p.m. The next regular Board Meeting will be Monday, August 10, at 5:00 p.m.

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Deb Daum, Secretary

**Wayne Community Schools  
Board of Education Board Retreat Minutes  
Wednesday, July 29, 2020**

The Board Retreat of the Wayne Board of Education was held at the Early Learning Center, 803 Providence Road, Wayne, NE, 68787, on Wednesday, July 29, 2020, at 5:00 PM. Notice of the meeting and place of agenda was posted at the Wayne High School, Wayne Elementary School, Early Learning Center, Wayne Post Office, Wayne Public Library, and online: [www.wayneschools.org](http://www.wayneschools.org). A copy of the Nebraska Open Meetings Act was displayed for the public to read.

Present Board Members:

Mrs. Wendy Consoli  
Mr. Justin Davis  
Mr. Lynn Junck  
Mrs. Jaime Manz  
Dr. Jodi Pulfer  
Mrs. Sylvia Ruhl

I. Call the Meeting to Order

Discussion: The Board Retreat was called to order at 5:00 p.m.

I.a. Pledge of Allegiance

II. Review of Board Goals

II.a. Goal 3 – Communications

Discussion on purpose of Legislative Committee  
Boardmanship  
All Partners meeting - Tuesday, Aug. 25<sup>th</sup>

Discussion: The Board and Dr. Lenihan discussed Goal 3 - Communications. Items included in the discussion were the Legislative Committee, and the District Mission statement.

II.b. Goal 2 - Facilities and Finance

Budget update with discussion on cash reserves and 1-3 budget planning  
Review of short-term facility plan  
Discussion on future facilities

Discussion: Dr. Lenihan and the Board discussed Goal 2 - Facilities and Finance. Discussion items included budget goals, long and short-term facility goals, and facility expansion goals.

### II.c. Goal 1 - Student Achievement

Discussion on school reopening plan

Discussion: The Board and Dr. Lenihan discussed Goal 1 - Student Achievement. Dr. Lenihan explained the reopening of the school year and possible scenarios of remote learning.

### III. Adjournment

Motion to Adjourn Meeting passed with a motion by Mr. Lynn Junck and a second by Mrs. Jaime Manz. Motion carried with six yes votes.

Mrs. Wendy Consoli:	Yes
Mr. Justin Davis:	Yes
Mr. Lynn Junck:	Yes
Mrs. Jaime Manz:	Yes
Dr. Jodi Pulfer:	Yes
Mrs. Sylvia Ruhl:	Yes

Discussion: The meeting was adjourned at 7:09 p.m. The next regular Board Meeting will be Monday, August 10, 2020, at 5:00 p.m., in the Jr/Sr High School Commons.

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Deb Daum, Secretary

# Wayne Public Schools

## Check Listing Report

Accounting Cycle: FY19-20; Begin Date: 07/14/2020; End Date: 07/14/2020; Bank: State Nebraska Bank; Sort By Element: FUND; Account Expression: [All]; Created On: 7/14/2020 4:03:18 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
LF-07142020	State Nebraska Bank	540978	4863	Cash-Wa Distributing	\$4,136.93	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Cash-Wa Distributing		7/1/2020	06-2-031000-610-000-003	covid supply		\$734.42
Cash-Wa Distributing		7/1/2020	06-2-031000-630-000-003	covid food		\$3,402.51
<b>Sub Total</b>						<b>\$4,136.93</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
LF-07142020	State Nebraska Bank	540978	4864	KEMPS	\$1,548.23	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
KEMPS		6/28/20	06-2-031000-630-000-003	covid food		\$1,548.23
<b>Sub Total</b>						<b>\$1,548.23</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
LF-07142020	State Nebraska Bank	540978	4865	Main Street Garage, LLC	\$95.90	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Main Street Garage, LLC		005818	06-2-031000-430-000-003	service, inspection Grey Expedition/covid repair_maint.		\$95.90
<b>Sub Total</b>						<b>\$95.90</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
LF-07142020	State Nebraska Bank	540978	4866	Sysco Lincoln	\$945.95	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Sysco Lincoln		6/30/20	06-2-031000-610-000-003	covid supply		\$162.31
Sysco Lincoln		6/30/20	06-2-031000-630-000-003	covid food		\$783.64
<b>Sub Total</b>						<b>\$945.95</b>
<b>Grand Total</b>						<b>\$6,727.01</b>

# Wayne Public Schools

## Check Listing Report

Accounting Cycle: FY19-20; Begin Date: 07/14/2020; End Date: 07/14/2020; Bank: State Nebraska Bank; Sort By Element: FUND;

Account Expression: [All]; Created On: 7/14/2020 4:03:18 PM

Check Date	Check Number	Payee	Type	Amount
07/14/2020	4863	Cash-Wa Distributing	Accounts Payable	\$4,136.93
07/14/2020	4864	KEMPS	Accounts Payable	\$1,548.23
07/14/2020	4865	Main Street Garage, LLC	Accounts Payable	\$95.90
07/14/2020	4866	Sysco Lincoln	Accounts Payable	\$945.95
<b>Sub Total</b>				<b>\$6,727.01</b>

# Wayne Public Schools

## Check Listing Report

Accounting Cycle: FY19-20; Begin Date: 07/14/2020; End Date: 07/14/2020; Bank: State Nebraska Bank; Sort By Element: FUND; Account Expression: [All]; Created On: 7/14/2020 4:03:19 PM

Check Date	Check Number	Payee	Description	Type	Amount
07/14/2020	4863	Cash-Wa Distributing	covid food & supply	Accounts Payable	\$4,136.93
07/14/2020	4864	KEMPS	covid food	Accounts Payable	\$1,548.23
07/14/2020	4865	Main Street Garage, LLC	service, inspection Grey Expedition/covid repair, maint.	Accounts Payable	\$95.90
07/14/2020	4866	Sysco Lincoln	covid food & supply	Accounts Payable	\$945.95
<b>Sub Total</b>					<b>\$6,727.01</b>

# Wayne Public Schools

## Check Report 7/15/20

Begin Date: 07/15/2020; End Date: 07/15/2020; Check Type: Accounts Payable and Payroll Liability; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY19-20; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 7/16/2020 10:02:43 AM

Check Date	Check Number	Payee	Type	Amount
07/15/2020	20575	Aetna Insurance	Payroll Liability	\$113,144.47
07/15/2020	20576	Ameritas Life Insurance Co. (Dent)	Payroll Liability	\$6,456.72
07/15/2020	20577	Elkhorn Valley Bank	Payroll Liability	\$6,260.00
07/15/2020	20578	First Concord Benefits Group	Payroll Liability	\$4,572.30
07/15/2020	20579	Payroll Account	Payroll Liability	\$91,327.81
07/15/2020	20580	S.D. 17 Payroll Account	Payroll Liability	\$122,747.37
07/15/2020	20581	TSA Consulting Group, Inc	Payroll Liability	\$1,207.91
07/15/2020	20582	United Of Omaha	Payroll Liability	\$2,442.48
07/15/2020	20583	Vision Services Plan	Payroll Liability	\$1,058.63
07/15/2020	4867	Aetna Insurance	Payroll Liability	\$1,714.04
07/15/2020	4868	Ameritas Life Insurance Co. (Dent)	Payroll Liability	\$116.96
07/15/2020	4869	Elkhorn Valley Bank	Payroll Liability	\$300.00
07/15/2020	4870	Payroll Account	Payroll Liability	\$1,716.30
07/15/2020	4871	S.D. 17 Payroll Account	Payroll Liability	\$2,088.29
07/15/2020	4872	United Of Omaha	Payroll Liability	\$23.78
07/15/2020	EFT	Direct Deposit	Payroll Liability	\$319,518.95
<b>Sub Total</b>				<b>\$674,696.01</b>

GF

LF

General Fund Liabilities 349,217.69  
 General Fund Payroll 313,310.57  
 Lunch Fund Liabilities 5,959.37  
 Lunch Fund Payroll 6,209.38

# Wayne Public Schools

## Check Report 7/17/2020 PR

Begin Date: 07/17/2020; End Date: 07/17/2020; Check Type: Accounts Payable and Payroll Liability; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY19-20; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 7/17/2020 10:44:18 AM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
07172020-PR	State Nebraska Bank	540951		Internal Revenue Service - EFT	\$108,022.59	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Internal Revenue Service - EFT		EFT1715	03-2-090000-000-000-000	July EFTPS		\$108,022.59
<b>Sub Total</b>						<b>\$108,022.59</b>
07172020-PR	State Nebraska Bank	540951		Nebraska Retirement System - EFT	\$93,044.11	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Nebraska Retirement System - EFT		EFT1716	03-2-090000-000-000-000	July Retirement		\$93,044.11
<b>Sub Total</b>						<b>\$93,044.11</b>
07172020-PR	State Nebraska Bank	540951		State of Nebraska - EFT	\$16,813.07	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
State of Nebraska - EFT		EFT1717	03-2-090000-000-000-000	July NE Withholding		\$16,813.07
<b>Sub Total</b>						<b>\$16,813.07</b>
07172020-PR	State Nebraska Bank	540951	13682	Aetna Insurance	\$4,413.12	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Aetna Insurance		1419	03-2-090000-000-000-000	July Health		\$4,413.12
<b>Sub Total</b>						<b>\$4,413.12</b>
07172020-PR	State Nebraska Bank	540951	13683	Ameritas Life Insurance Co. (Dent)	\$198.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Ameritas Life Insurance Co. (Dent)		1420	03-2-090000-000-000-000	July Dent		\$198.00
<b>Sub Total</b>						<b>\$198.00</b>
07172020-PR	State Nebraska Bank	540951	13684	United Of Omaha	\$1.48	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
United Of Omaha		1421	03-2-090000-000-000-000	July Life		\$1.48
<b>Sub Total</b>						<b>\$1.48</b>
<b>Grand Total</b>						<b>\$222,492.37</b>

# Wayne Public Schools

## Check Report Building Fund 8/4/2020

Begin Date: 08/04/2020; End Date: 08/04/2020; Check Type: Accounts Payable; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY19-20; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 8/6/2020 12:17:06 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08042020-Build	State Nebraska Bank	540935	1633	Jorgensen Concrete & Construction	\$8,000.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Jorgensen Concrete & Construction		1633	08-2-025150-430-000-000	concrete in hs lot		\$8,000.00
<b>Sub Total</b>						<b>\$8,000.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08042020- Build (2)	State Nebraska Bank	540935	1634	Carlson West Povondra Architects	\$11,359.29	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Carlson West Povondra Architects		19115-04	08-2-025150-340-000-000	EL HVAC Study		\$8,079.10
Carlson West Povondra Architects		19151-03	08-2-025150-340-000-000	Wayne Master Planning Study		\$3,280.19
<b>Sub Total</b>						<b>\$11,359.29</b>
<b>Grand Total</b>						<b>\$19,359.29</b>

# Wayne Public Schools

## Check Report Genera Fund 8/5/2020

Begin Date: 08/05/2020; End Date: 08/05/2020; Check Type: Accounts Payable; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY19-20; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 8/5/2020 4:37:46 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20584	Ace Hardware & Home	\$591.72	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Ace Hardware & Home		8/20	01-2-026200-610-000-000	Storage Bags, Hose, Spray Paint		\$194.25
Ace Hardware & Home		8/20	01-2-026200-610-001-000	Carpet Cleaner, Paint		\$119.97
Ace Hardware & Home		8/20	01-2-026200-890-000-000	Plexiglas for offices		\$231.26
Ace Hardware & Home		8/20	01-2-026300-610-000-000	Funnel, Parts, Paint		\$46.24
<b>Sub Total</b>						<b>\$591.72</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20585	American Broadband	\$809.20	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
American Broadband		055442 & 031950 8/20	01-2-011000-382-000-000	K-12 Phone		\$534.44
American Broadband		055442 & 031950 8/20	01-2-011900-382-300-000	Prek Phone Internet & cable		\$274.76
<b>Sub Total</b>						<b>\$809.20</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20586	American Solutions for Business	\$1,390.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
American Solutions for Business	5106-2020	INV04846896	01-2-021300-610-000-000	1000 face masks	08/03/2020	\$1,390.00
<b>Sub Total</b>						<b>\$1,390.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20587	Black Hills Energy	\$111.71	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Black Hills Energy		9696074581 & 3700034355 8/20	01-2-026200-621-001-000	HS N.Gas		\$42.18
Black Hills Energy		9696074581 & 3700034355 8/20	01-2-026200-621-005-000	EL N.Gas		\$48.44
Black Hills Energy		9696074581 & 3700034355 8/20	01-2-026200-621-006-000	7/8 N. Gas		\$21.09
<b>Sub Total</b>						<b>\$111.71</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20588	Blick Art Materials	\$684.60	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Blick Art Materials	4777B-2020	4189998	01-2-011000-610-001-090	HS art supply	08/05/2020	\$684.60
<b>Sub Total</b>						<b>\$684.60</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20589	Builder's Resource	\$224.38	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Builder's Resource	5047-2020	120615	01-2-011000-610-001-120	HS ind. tech supply	08/05/2020	\$224.38
<b>Sub Total</b>						<b>\$224.38</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20590	Carhart Lumber Company	\$49.99	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Carhart Lumber Company	5165-2020	7125/20	01-2-026200-610-000-000	ceiling tiles	08/03/2020	\$49.99
<b>Sub Total</b>						<b>\$49.99</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20591	Carolina Biological Supply Co.	\$451.76	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Carolina Biological Supply Co.	5027-2020	51096076RI, 51095275RI, 51096980	01-2-011000-610-001-070	HS science lab supply	08/05/2020	\$451.76
<b>Sub Total</b>						<b>\$451.76</b>

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20592	Carrot-Top Industries, Inc.	\$350.12	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Carrot-Top Industries, Inc.	5171-2020	47136500	01-2-026200-610-000-000	4 us Flags, 4 Nebraska Flags	08/04/2020	\$350.12
<b>Sub Total</b>						<b>\$350.12</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20593	Certica Solutions, Inc	\$1,876.50	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Certica Solutions, Inc	5200-2020	9167	01-2-011250-650-000-001	Gr 3-8 test bank to prepare for NSCAS i	08/03/2020	\$1,876.50
<b>Sub Total</b>						<b>\$1,876.50</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20594	Chemsearch FE	\$977.90	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Chemsearch FE		7043792	01-2-026200-431-005-010	EL water Treatment prog		\$977.90
<b>Sub Total</b>						<b>\$977.90</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20595	City of Wayne	\$18,791.97	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
City of Wayne		8/20	01-2-026200-410-001-000	HS Water		\$1,146.58
City of Wayne		8/20	01-2-026200-410-005-000	EL Water		\$1,269.05
City of Wayne		8/20	01-2-026200-410-006-000	7/8 Water		\$573.29
City of Wayne		8/20	01-2-026200-622-001-000	HS Electricity		\$5,643.47
City of Wayne		8/20	01-2-026200-622-005-000	EL Electricity		\$7,037.42
City of Wayne		8/20	01-2-026200-622-006-000	7/8 Electricity		\$2,821.73
City of Wayne		8/20	01-2-026200-622-300-000	Prek Electricity		\$300.43
<b>Sub Total</b>						<b>\$18,791.97</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20596	Constellation NewEnergy Gas Div., LLC	\$210.54	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Constellation NewEnergy Gas Div., LLC		2962466	01-2-026200-621-001-000	HS N.Gas		\$88.48
Constellation NewEnergy Gas Div., LLC		2962466	01-2-026200-621-005-000	EL N. Gas		\$77.82
Constellation NewEnergy Gas Div., LLC		2962466	01-2-026200-621-006-000	7/8 N. Gas		\$44.24
<b>Sub Total</b>						<b>\$210.54</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20597	Daves Dry Cleaning	\$715.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Daves Dry Cleaning		7/22/2020	01-2-021900-610-001-020	Dry Clean Band uniforms		\$715.00
<b>Sub Total</b>						<b>\$715.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20598	Eakes Office Solutions	\$11.98	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Eakes Office Solutions	5212-2020	8069179-0	01-2-024100-610-001-000	2 typewriter ribbons	08/03/2020	\$11.98
<b>Sub Total</b>						<b>\$11.98</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20599	Egan Supply Co.	\$8,720.01	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Egan Supply Co.		323013	01-2-021300-610-000-000	masks		\$625.20
Egan Supply Co.		323490	01-2-026200-431-001-010	refinish hs gym floor		\$3,691.52
Egan Supply Co.		323046	01-2-026400-431-000-000	parts for maint & rep		\$69.63
Egan Supply Co.	5168-2020	322916, 322916A	01-2-026200-610-000-000	Hand towel dispensers (4)	08/03/2020	\$387.64
Egan Supply Co.	5168-2020	322916, 322916A	01-2-026200-610-000-000	Hand towels (50)	08/03/2020	\$1,123.00
Egan Supply Co.	5004B-2020	319248A	01-2-026200-890-000-000	15 1000 ML Hand Sanitizer	08/03/2020	\$1,323.60
Egan Supply Co.	5163-2020	322553, 0366845	01-2-026200-610-000-000	Dist Maint Cleaning Supplies	08/03/2020	\$545.80

Egan Supply Co.	5163-2020	322553, 0366845	01-2-026200-610-000-000	Maint cleaning supplies	08/03/2020	\$953.62
<b>Sub Total</b>						<b>\$8,720.01</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20600	Electronic Contracting Company	\$470.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Electronic Contracting Company		CB018651	01-2-026200-432-000-000	HS panel repair		\$470.00
<b>Sub Total</b>						<b>\$470.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20601	Engineered Controls	\$767.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Engineered Controls		169573	01-2-026200-431-001-010	Service Call @HS		\$120.67
Engineered Controls		169436	01-2-026200-431-005-010	Reset Control Board @ EL		\$586.00
Engineered Controls		169573	01-2-026200-431-006-010	Service Cal @ HS		\$60.33
<b>Sub Total</b>						<b>\$767.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20602	ESU #1	\$20.50	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
ESU #1		SP5927B	01-2-021410-591-000-001	correct pmt for psych services		\$0.50
ESU #1	4848-2020	R109113	01-2-023200-330-000-000	D.Daurn end of Year Work Day	08/03/2020	\$20.00
<b>Sub Total</b>						<b>\$20.50</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20603	Filter Shop, Inc.	\$475.50	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Filter Shop, Inc.	5134-2020	140375	01-2-026200-610-001-000	HS Filters	08/03/2020	\$130.09
Filter Shop, Inc.	5134-2020	140375	01-2-026200-610-005-000	EL Filters	08/03/2020	\$345.41
<b>Sub Total</b>						<b>\$475.50</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20604	Fleet US LLC	\$2,804.72	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Fleet US LLC		SI110996	01-2-026300-431-001-020	Field Paint HS		\$934.91
Fleet US LLC		SI110996	01-2-026300-431-006-020	Field Paint 7/8		\$1,869.81
<b>Sub Total</b>						<b>\$2,804.72</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20605	Follett School Solutions, Inc.	\$2,381.31	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Follett School Solutions, Inc.		1404625	01-2-022200-643-001-000	Wayne HS portion of Destiny Library Software		\$1,045.40
Follett School Solutions, Inc.		1404625	01-2-022200-643-005-000	Wayne EL portion of Destiny Library Software		\$684.41
Follett School Solutions, Inc.		1404625	01-2-022200-643-006-000	Wayne 7/8 portion of Destiny Library Software		\$651.50
<b>Sub Total</b>						<b>\$2,381.31</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20606	Gill Hauling, Inc.	\$181.88	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Gill Hauling, Inc.		08122681	01-2-026200-410-000-010	sanitation		\$181.88
<b>Sub Total</b>						<b>\$181.88</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20607	Harris School Solutions	\$4,310.78	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Harris School Solutions		MN00131974	01-2-025100-650-000-000	Annual Apta Fund Subscription Fee		\$4,310.78
<b>Sub Total</b>						<b>\$4,310.78</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20608	HRdirect	\$333.75	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
HRdirect		INV9204207	01-2-025100-610-000-000	academic year calanders		\$173.77
HRdirect		INV9205106 & INV9205107	01-2-025100-610-000-000	Annual Poster Guard 2 buildings		\$159.98
<b>Sub Total</b>						<b>\$333.75</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20609	Innovative Office Solutions, LLC	\$304.86	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Innovative Office Solutions, LLC	4985B-2020	IN3030051 & IN3025020	01-2-011000-610-005-010	coop order/ES t. supply	08/05/2020	\$266.36
Innovative Office Solutions, LLC	4985B-2020	IN3030051 & IN3025020	01-2-011000-610-006-010	coop order/JH t. supply	08/05/2020	\$13.80
Innovative Office Solutions, LLC	4985B-2020	IN3030051 & IN3025020	01-2-023200-610-000-000	coop order/supt. office supply	08/05/2020	\$24.70
<b>Sub Total</b>						<b>\$304.86</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20610	Instru Med	\$75.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Instru Med		834	01-2-021510-430-000-001	Calibrate Audio Machine - Sped		\$75.00
<b>Sub Total</b>						<b>\$75.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20611	Journey ED.com, INC	\$1,000.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Journey ED.com, INC	5145-2020	10388152 & 10384297	01-2-022300-643-000-000	200 Adobe Licenses	08/03/2020	\$1,000.00
<b>Sub Total</b>						<b>\$1,000.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20612	Knutson Law	\$630.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Knutson Law		1141	01-2-023300-317-000-000	June & July school board meetings		\$630.00
<b>Sub Total</b>						<b>\$630.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20613	KSB School Law	\$27.50	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
KSB School Law		8573	01-2-023300-317-000-000	July Services		\$27.50
<b>Sub Total</b>						<b>\$27.50</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20614	Logo Brands	\$288.69	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Logo Brands	5101-2020	1647316	01-2-021300-610-000-000	10 Thermo thermometers	08/03/2020	\$288.69
<b>Sub Total</b>						<b>\$288.69</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20615	Mahaska of Norfolk DBA Jomast	\$143.16	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Mahaska of Norfolk DBA Jomast	5150-2020	JORO012690	01-2-023200-610-000-000	coffee supplies -Supt	08/03/2020	\$35.79
Mahaska of Norfolk DBA Jomast	5150-2020	JORO012690	01-2-024100-610-001-000	Coffee Supplies - HS	08/03/2020	\$35.79
Mahaska of Norfolk DBA Jomast	5150-2020	JORO012690	01-2-024100-610-006-000	coffee supplies - 7/8	08/03/2020	\$35.79
Mahaska of Norfolk DBA Jomast	5150-2020	JORO012690	01-2-026200-610-000-000	coffee supplies - maint	08/03/2020	\$35.79
<b>Sub Total</b>						<b>\$143.16</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20616	McGraw-Hill LLC	\$17,135.81	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
McGraw-Hill LLC	5202-2020	113489425001	01-2-011250-610-000-001	Early Intervention Workbooks	08/04/2020	\$17,135.81
<b>Sub Total</b>						<b>\$17,135.81</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08052020-GF	State Nebraska Bank	537047	20617	Nebraska Council Of School Administrators	\$1,005.00	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Council Of School Administrators	5160-2020	7/30/20	01-2-023200-810-000-000	Adm.Lenihan Administrator Days Virtual conf	08/03/2020	\$275.00
Nebraska Council Of School Administrators	5095-2020	7/30/20 (2)	01-2-024100-810-001-000	T.High Virtual Administrator Days	08/03/2020	\$150.00
Nebraska Council Of School Administrators	5211-2020	7/30/20 (3)	01-2-024100-810-006-000	virtual administrator days - D.Wragge	08/03/2020	\$140.00
Nebraska Council Of School Administrators	3379-2020	7/30/20 (4)	01-2-012001-810-000-001	Virtual Administrator Days - Sped	08/03/2020	\$90.00
Nebraska Council Of School Administrators	3379-2020	7/30/20 (4)	01-2-024100-810-300-000	Virtual Administrator days - M.Bear prek	08/03/2020	\$60.00
Nebraska Council Of School Administrators	4397-2020	7/30/20 (5)	01-2-024100-810-005-000	Virtual Administrator Days - R.Plager	08/03/2020	\$150.00
Nebraska Council Of School Administrators	4396-2020	7/30/20 (6)	01-2-012001-810-000-001	virtual administrator days - J.Steen	08/03/2020	\$70.00
Nebraska Council Of School Administrators	4396-2020	7/30/20 (6)	01-2-024100-810-005-000	Virtual Administrator Days - J.Dteen	08/03/2020	\$70.00
<b>Sub Total</b>						<b>\$1,005.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20618	Nebraska Rural Community Schools Assoc.	\$850.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Nebraska Rural Community Schools Assoc.		8/20	01-2-023100-810-000-000	20-21 Dues		\$850.00
<b>Sub Total</b>						<b>\$850.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20619	Neff Company	\$1,575.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Neff Company		N002861837	01-2-011000-610-001-010	Academic Awards		\$1,575.00
<b>Sub Total</b>						<b>\$1,575.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20620	Northeast Nebraska Insurance	\$850.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Northeast Nebraska Insurance		7/2020	01-2-025100-810-000-020	R. Nelson Treasurer Bond		\$500.00
Northeast Nebraska Insurance		7/2020	01-2-025100-810-000-020	D.Peters Surety Bond,		\$350.00
<b>Sub Total</b>						<b>\$850.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20621	Northwest Evaluation Association	\$1,200.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Northwest Evaluation Association	5206-2020	41537	01-2-011250-610-000-001	Map tests for Grades 3 8	08/04/2020	\$1,200.00
<b>Sub Total</b>						<b>\$1,200.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20622	NSIAAA	\$250.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
NSIAAA	5217-2020	7/31/20	01-2-024100-810-006-000	2020-21 membership dues-David Wragge/JH princ. dues & fees	08/05/2020	\$250.00
<b>Sub Total</b>						<b>\$250.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20623	One Source	\$95.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
One Source		2561-20200731	01-2-023300-317-000-000	background checks		\$95.00
<b>Sub Total</b>						<b>\$95.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20624	Perry, Guthery, Haase &	\$75.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Perry, Guthery, Haase &		4435.10000-205 8/20	01-2-023300-317-000-000	July services		\$75.00
<b>Sub Total</b>						<b>\$75.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
08052020-GF	State Nebraska Bank	537047	20625	Plunkett's Pest Control	\$234.72	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Plunkett's Pest Control		6720743	01-2-026200-431-000-010	pest control		\$234.72
<b>Sub Total</b>						<b>\$234.72</b>

<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20626	<b>Payee</b> Reams Sprinkler Supply	<b>Amount</b> \$330.61	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Reams Sprinkler Supply		S1502550.001	01-2-026300-431-000-020	sprinkler parts		\$122.57
Reams Sprinkler Supply	5169-2020	S1504449.001	01-2-026300-431-000-020	sprinkler parts	08/03/2020	\$208.04
<b>Sub Total</b>						<b>\$330.61</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20627	<b>Payee</b> Rotary Club of Wayne	<b>Amount</b> \$160.00	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Rotary Club of Wayne	4399-2020	135	01-2-024100-810-005-000	Annual Dues	08/03/2020	\$160.00
<b>Sub Total</b>						<b>\$160.00</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20628	<b>Payee</b> Scholastic Inc.	<b>Amount</b> \$260.98	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Scholastic Inc.	5071-2020	M6948026-7	01-2-011000-610-006-010	10 Scholastic Magazine Subscriptions-K.Muir	08/03/2020	\$104.39
Scholastic Inc.	4972-2020	M6960971-7	01-2-011000-610-001-010	15 Subscriptions to Science World	08/03/2020	\$156.59
<b>Sub Total</b>						<b>\$260.98</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20629	<b>Payee</b> School Pride	<b>Amount</b> \$55.00	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
School Pride	5196-2020	74438	01-2-021200-610-001-000	plates to update ACT 30+ board/HS guidance supply	08/04/2020	\$55.00
<b>Sub Total</b>						<b>\$55.00</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20630	<b>Payee</b> School Specialty	<b>Amount</b> \$17.03	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
School Specialty	4362B-2020	208125465287	01-2-011000-610-005-010	Library pockets	08/03/2020	\$5.13
School Specialty	4347B-2020	208125395671	01-2-011000-610-005-010	10 boxes of crayons	08/03/2020	\$11.90
<b>Sub Total</b>						<b>\$17.03</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20631	<b>Payee</b> SchoolMate	<b>Amount</b> \$887.75	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
SchoolMate	4342-2020	IN000538211, IN000538081, IN0005	01-2-011000-610-005-010	305 planners - EL gr 3-6	08/03/2020	\$887.75
<b>Sub Total</b>						<b>\$887.75</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20632	<b>Payee</b> Security Shredding Services	<b>Amount</b> \$52.50	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Security Shredding Services		52.50	01-2-025100-890-000-000	Shredding service 1.5 loads		\$52.50
<b>Sub Total</b>						<b>\$52.50</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20633	<b>Payee</b> Sycamore Education	<b>Amount</b> \$2,060.00	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Sycamore Education		88902	01-2-069960-643-000-000	St Marys sch mgmt system licensing fee - (ESSERS-Care Act)		\$500.00
Sycamore Education		88903	01-2-069960-643-000-000	St. Mary's Mgmt system annual subscription fee (ESSERS- Care Act)		\$1,560.00
<b>Sub Total</b>						<b>\$2,060.00</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20634	<b>Payee</b> Teaching Strategies, LLC	<b>Amount</b> \$1,553.50	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Teaching Strategies, LLC	5204-2020	Q-89307	01-2-011250-650-000-001	130 TS Gold Subscriptions	08/03/2020	\$1,553.50
<b>Sub Total</b>						<b>\$1,553.50</b>

<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20635	<b>Payee</b> Titan Machinery - Wayne	<b>Amount</b> \$129.23	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Titan Machinery - Wayne		14304641GP		01-2-026300-431-000-020	mower Parts	\$129.23
<b>Sub Total</b>						<b>\$129.23</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20636	<b>Payee</b> Total Graphics	<b>Amount</b> \$3,693.75	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Total Graphics	5107-2020	1246		01-2-021300-610-000-000	Face masks w/wayne logo	08/03/2020
<b>Sub Total</b>						<b>\$3,693.75</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20637	<b>Payee</b> Trane U.S. Inc.	<b>Amount</b> \$2,787.78	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Trane U.S. Inc.		310969884		01-2-026200-431-001-010	Change Fan Motor & Blade Controlers @ HS	\$1,858.52
Trane U.S. Inc.		310969884		01-2-026200-431-006-010	Change Fan Motor & Blade Controlers @ HS	\$929.26
<b>Sub Total</b>						<b>\$2,787.78</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20638	<b>Payee</b> Troxell Communications	<b>Amount</b> \$56.09	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Troxell Communications	4983B-2020	242078		01-2-011000-610-001-010	coop order/HS t. supply	08/04/2020
Troxell Communications	4983B-2020	242078		01-2-011000-610-005-010	coop order/ES t. supply	\$19.52
Troxell Communications	4983B-2020	242078		01-2-011000-610-006-010	coop order/JH t. supply	\$12.19
<b>Sub Total</b>						<b>\$56.09</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20639	<b>Payee</b> U.S. Bank	<b>Amount</b> \$585.29	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
U.S. Bank	5205-2020	7/27/2020		01-2-011900-610-300-000	ELC supply/Oriental Trading credit card order puzzle balls	08/04/2020
<b>Sub Total</b>						<b>\$585.29</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20640	<b>Payee</b> US Cellular	<b>Amount</b> \$74.16	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
US Cellular		0385463158		01-2-025100-382-000-000	maint phone	\$74.16
<b>Sub Total</b>						<b>\$74.16</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20641	<b>Payee</b> Virco Inc.	<b>Amount</b> \$4,642.88	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Virco Inc.	4355-2020	91923190		01-2-011000-610-005-130	20 Student desks	08/03/2020
Virco Inc.	4355-2020	91923190		01-2-011000-610-005-130	22 Student chairs	\$1,159.84
Virco Inc.	4253-2020	91922619		01-2-011000-610-005-130	12 chairs for EL	\$1,142.64
<b>Sub Total</b>						<b>\$4,642.88</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20642	<b>Payee</b> Voyager Sopris Learning	<b>Amount</b> \$725.40	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Voyager Sopris Learning	5203-2020	2403278		01-2-011250-610-000-001	11 books	08/04/2020
<b>Sub Total</b>						<b>\$725.40</b>
<b>Voucher Number</b> 08052020-GF	<b>Bank Name</b> State Nebraska Bank	<b>Account Number</b> 537047	<b>Check Number</b> 20643	<b>Payee</b> Y & Y Lawn Service	<b>Amount</b> \$2,230.00	<b>Type</b> Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Y & Y Lawn Service		7/13/20		01-2-026300-431-000-020	June services	\$2,230.00
<b>Sub Total</b>						<b>\$2,230.00</b>
<b>Grand Total</b>						<b>\$93,754.51</b>

# Wayne Public Schools

## Check Report General Fund 8/6/20

Begin Date: 08/06/2020; End Date: 08/06/2020; Check Type: Accounts Payable; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY19-20; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 8/6/2020 3:25:13 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20644	Bomgaars	\$341.61	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Bomgaars		7/16/20	01-2-011000-610-001-120	HS Ind Tech supplies		\$151.92
Bomgaars		7/16/20	01-2-026200-431-000-010	Dist Buildg Upkeep		\$39.11
Bomgaars		7/16/20	01-2-026200-431-001-010	Hs Build Upkeep		\$44.15
Bomgaars		7/16/20	01-2-026200-431-005-010	EL Build Upkeep		\$28.93
Bomgaars		7/16/20	01-2-026300-431-000-020	Dist Gorunds Upkeep		\$77.50
<b>Sub Total</b>						<b>\$341.61</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20645	Curtis & Coleen Jeffries (Copy Write Publishin	\$468.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Curtis & Coleen Jeffries (Copy Write Publishin		19559	01-2-021900-890-001-000	Graduation Programs		\$468.00
<b>Sub Total</b>						<b>\$468.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20646	Lutt Oil	\$645.43	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Lutt Oil		8/20	01-2-021900-626-001-000	Ath		\$128.76
Lutt Oil		8/20	01-2-026500-626-000-000	Pickup/Grounds		\$144.52
Lutt Oil		8/20	01-2-027120-626-000-001	Sped		\$372.15
<b>Sub Total</b>						<b>\$645.43</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20647	Main Street Garage, LLC	\$308.23	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Main Street Garage, LLC		006095	01-2-027320-430-000-001	Repair & Maint Sped Bus		\$308.23
<b>Sub Total</b>						<b>\$308.23</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20648	National Art and School Supplies	\$2,999.39	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
National Art and School Supplies	2019-000559	1390	01-2-011000-610-001-010	HS Co-Op Order T.Supply	08/05/2020	\$696.97
National Art and School Supplies	2019-000559	1390	01-2-011000-610-001-100	Ag - Co-Op Order Supply	08/05/2020	\$48.90
National Art and School Supplies	2019-000559	1390	01-2-011000-610-005-010	EL Co-Op Order T. Supply	08/05/2020	\$1,545.55
National Art and School Supplies	2019-000559	1390	01-2-011000-610-006-010	7/8 Co-Op order t.Supply	08/05/2020	\$408.53
National Art and School Supplies	2019-000559	1390	01-2-011900-610-300-000	Prek Co-Op Order T.Supply	08/05/2020	\$67.54
National Art and School Supplies	2019-000559	1390	01-2-012003-610-001-011	HS Sped Co-Op Order T.Supply	08/05/2020	\$29.28
National Art and School Supplies	2019-000559	1390	01-2-012003-610-005-011	EL Sped Co-Op Order T.Supply	08/05/2020	\$66.41
National Art and School Supplies	2019-000559	1390	01-2-012003-610-006-011	7/8 Sped co-Op Order T.supply	08/05/2020	\$50.55
National Art and School Supplies	2019-000559	1390	01-2-022200-610-001-000	Hs Library Co-Op Order T.Supply	08/05/2020	\$17.07
National Art and School Supplies	2019-000559	1390	01-2-022200-610-006-000	7/8 Library Co-Op Order T.supply	08/05/2020	\$8.53
National Art and School Supplies	2019-000559	1390	01-2-023200-610-000-000	Supt Co-Op Order Supply	08/05/2020	\$46.52
National Art and School Supplies	2019-000559	1390	01-2-024100-610-001-000	HS Prin Co-Op Order Supply	08/05/2020	\$6.64
National Art and School Supplies	2019-000559	1390	01-2-024100-610-006-000	7/8 Prin Co-Op Order Supply	08/05/2020	\$6.90
<b>Sub Total</b>						<b>\$2,999.39</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20649	Pac 'n' Save	\$318.05	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Pac 'n' Save		8/1/2020	01-2-011000-610-000-080	H2o		\$7.50
Pac 'n' Save		8/1/2020	01-2-011900-610-300-000	Prek Graduation supply		\$15.50
Pac 'n' Save		8/1/2020	01-2-023100-610-000-000	board cookies		\$11.55
Pac 'n' Save		8/1/2020	01-2-026200-431-005-010	EI Building Softner salt		\$283.50
<b>Sub Total</b>						<b>\$318.05</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20650	Priority Communications & Solutions	\$183.50	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Priority Communications & Solutions		3339	01-2-026400-431-000-000	trouble shoot phone		\$183.50
<b>Sub Total</b>						<b>\$183.50</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20651	Pyramid School Products	\$3,199.06	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Pyramid School Products	2019-000561	S1412429.003	01-2-011000-610-001-010	HS Co-op Order T.Supply	08/06/2020	\$496.24
Pyramid School Products	2019-000561	S1412429.003	01-2-011000-610-005-010	EL Co-op t.Supply	08/06/2020	\$1,624.75
Pyramid School Products	2019-000561	S1412429.003	01-2-011000-610-006-010	7/8 Co-op Order t.Supply	08/06/2020	\$186.22
Pyramid School Products	2019-000561	S1412429.003	01-2-011900-610-300-000	Prek co-op order supply	08/06/2020	\$29.88
Pyramid School Products	2019-000561	S1412429.003	01-2-012003-610-001-011	HS Sped co-op order T.Supply	08/06/2020	\$89.50
Pyramid School Products	2019-000561	S1412429.003	01-2-012003-610-005-011	EL Sped co-op order t.Supply	08/06/2020	\$104.33
Pyramid School Products	2019-000561	S1412429.003	01-2-012003-610-006-011	7/8 Sped Co-op order t.supply	08/06/2020	\$19.79
Pyramid School Products	2019-000561	S1412429.003	01-2-021900-610-001-010	Ath Equip co-op order	08/06/2020	\$444.00
Pyramid School Products	2019-000561	S1412429.003	01-2-022200-610-001-000	HS library co-op order supply	08/06/2020	\$115.46
Pyramid School Products	2019-000561	S1412429.003	01-2-022200-610-005-000	EL Library co-op order supply	08/06/2020	\$12.27
Pyramid School Products	2019-000561	S1412429.003	01-2-022200-610-006-000	7/8 Library co-op order t.Supply	08/06/2020	\$57.73
Pyramid School Products	2019-000561	S1412429.003	01-2-023200-610-000-000	Supt co-op order supply	08/06/2020	\$9.60
Pyramid School Products	2019-000561	S1412429.003	01-2-024100-610-001-000	HS Prin co-op order supply	08/06/2020	\$9.29
<b>Sub Total</b>						<b>\$3,199.06</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20652	Synchrony Bank/Amazon	\$1,594.10	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Synchrony Bank/Amazon		7/25/2020	01-2-011000-610-005-010	E. t. Supply		\$101.97
Synchrony Bank/Amazon		7/25/2020	01-2-012003-610-001-121	Sneeze Guards - Sped		\$1,399.80
Synchrony Bank/Amazon		7/25/2020	01-2-021300-580-000-000	Face Masks		\$56.34
Synchrony Bank/Amazon		7/25/2020	01-2-026200-610-000-000	Dist Maint Supply		\$35.99
<b>Sub Total</b>						<b>\$1,594.10</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20653	Wayne Auto Parts Inc.	\$26.50	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Wayne Auto Parts Inc.	5140-2020	6026-227024	01-2-026200-610-000-000	Plugs for drinking fountains	08/06/2020	\$26.50
<b>Sub Total</b>						<b>\$26.50</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
08062020-GF	State Nebraska Bank	537047	20654	Wayne Herald	\$2,541.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Wayne Herald		8/20	01-2-023100-540-000-000	Back to school, Staff, supplies, calendar		\$1,737.50
Wayne Herald		8/20	01-2-023100-540-000-000	Family log		\$70.00
Wayne Herald		8/20	01-2-023100-540-000-000	Help Wanted		\$239.50
Wayne Herald		8/20	01-2-023100-540-000-000	Legals		\$216.31
Wayne Herald		8/20	01-2-023100-540-000-000	Newsletter		\$177.69

Wayne Herald		8/20	01-2-023100-540-000-000	Web Ad		\$100.00
<b>Sub Total</b>						<b>\$2,541.00</b>
<b>Grand Total</b>						<b>\$12,624.87</b>

# Check Summary Report

Date: 07/01/2020 thru 07/31/2020

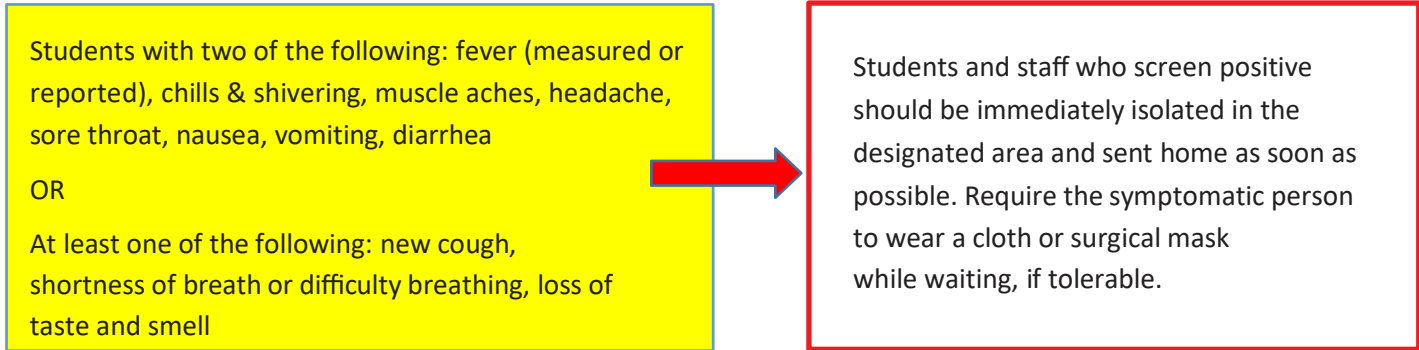
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Reimb. By Student	Amount
20-13898	O	07/09/2020	BEIERMANN ELECTRIC	<i>St. Assistance</i>	REPAIR OUTLET IN CHEM. Lab		94.43
20-13899	O	07/09/2020	ESU COORDINATING	<i>Grades / St. Council</i>	MOVIE LICENSING		702.00
20-13900	O	07/09/2020	UNL	<i>FFA</i>	REG./CDE COMPETITIONS		188.00
20-13901	O	07/09/2020	ON DECK SPORTS	<i>SB</i>	SUPPLY		154.99
20-13902	O	07/09/2020	MEDCO SUPPLY COMPANY	<i>Athletic</i>	ATHL. TRAINING SUPPLY		241.66
20-13903	O	07/09/2020	MEDCO SUPPLY COMPANY	<i>"</i>	ATHL. TRAINING SUPPLIES		585.41
20-13904	O	07/13/2020	PONCA PUBLIC SCHOOL	<i>BB</i>	BB CAMP FEE		120.00
20-13905	O	07/13/2020	THE 4TH JUG	<i>VB</i>	VB TEAM LUNCH, 7/6		218.17
20-13906	O	07/13/2020	STADIUM SPORTS	<i>VB / FFA</i>	APPAREL		401.00
20-13907	O	07/14/2020	JOAN HANSEN	<i>Grades</i>	REIMB./ORIENTAL TRADING		53.44
20-13908	O	07/28/2020	CENTRAL COMMUNITY	<i>SB</i>	SB CAMP		520.00

Report Total: 3,279.10

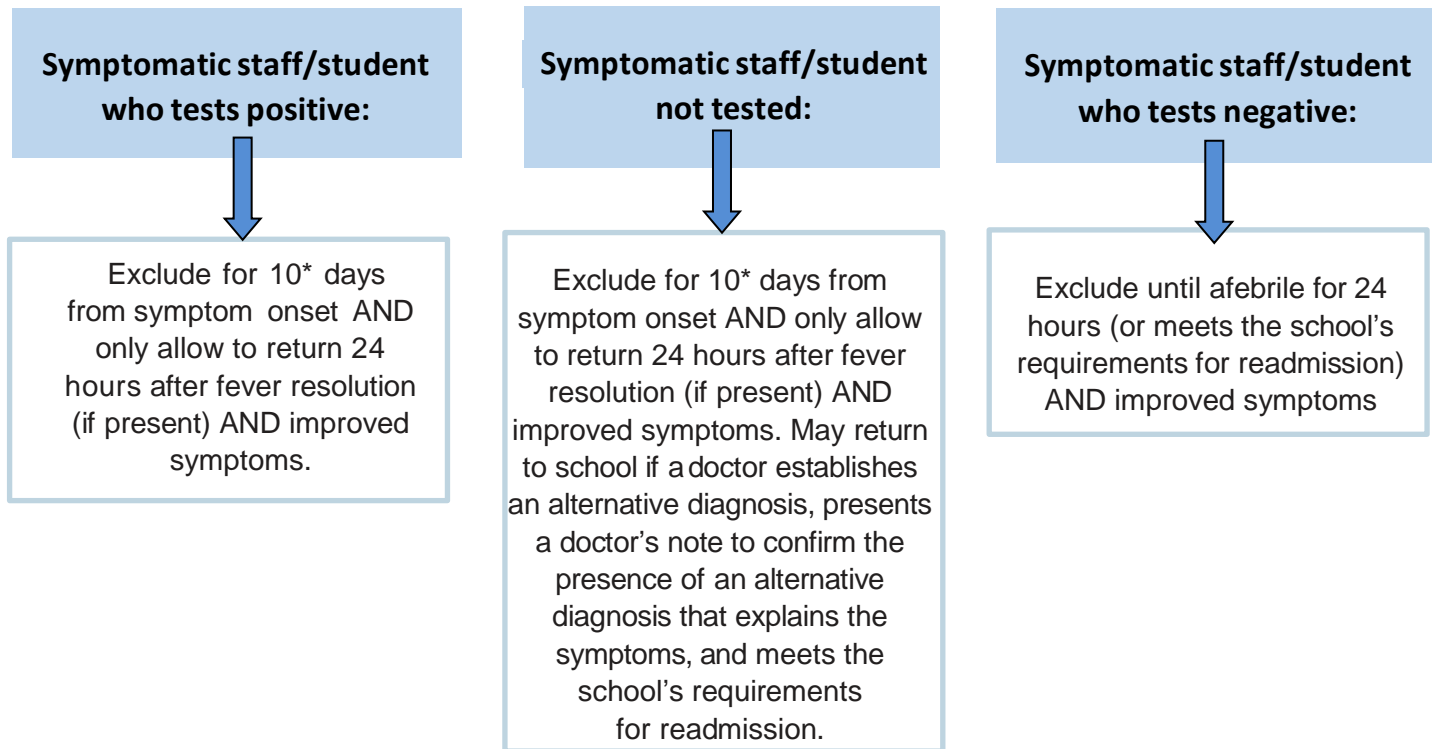


## Public Health Recommendations for the Screening, Exclusion, and Re-Admittance of Ill Students and Staff for COVID-19 in Schools

The following symptom screening criteria for ill students and staff is based on the most current research. Because people with COVID-19 have reported a wide range of symptoms – ranging from mild symptoms to severe illness, the following criteria has been developed to assist schools in identifying presumptive positive COVID-19 cases.



### Re-Admittance to School



**There is no reason for a student or staff member to get a “negative test” to be cleared for the return to school.** A COVID-19 positive individual does not need a repeat COVID-19 test or a doctor's note in order to return. If a student or staff member tests positive for COVID-19, please call Northeast Nebraska Public Health Department at (402) 375 – 2200.

\*This length of time may need to be extended for people who have severe illness or are immunocompromised, please consult NNPHD or the health care provider for further guidance on those situations.



## School Activity Exposure Contact Tracing Assistance & Example Exposure Notification Messages

In the case of a COVID-19 positive student, the health department will interview the parent / guardian & the student (depending on age) to try to determine as much information as possible about potential exposures. There are key items that school staff would likely know that the parent would not. This information helps determine which individuals would be considered “high risk close contacts” and assists with risk exposure assessments. Below are questions that will likely be asked to school staff if an exposure occurs in a school setting. Questions will vary by grade level.

- Was the individual with COVID-19 wearing a mask while in school?
- Were the other classroom students / staff who were within 6 feet for greater than 15 minutes wearing masks (or for greater than 30 minutes accumulated time over the day)?
- How does this student arrive at school? Bus, Walk, Parent drop off? (If bus transportation- seating and bus mates)?
- What does the student do until school starts if the student arrives early? What does the student do after school while waiting to head home?
- Is the student in one main cohort throughout the entire day?
- Who are the students that this individual sits next to in his main class/cohort? Does the student attend any other classes such as music/art with a different cohort or is it the same? Seating chart for the classroom(s) may be needed.
- Who does the student stand behind and in front of in line while lining up for recess, lunch, etc.?
- Who does the student play or interact with the most at recess/PE or in the hallways?
- Who does the student sit next to at lunch? Are they spaced 6 feet apart? Are there barriers in place in the lunch area?
- Were there any other activities that occurred in which the student may have been outside of their normal cohort such as attendance at an afterschool program, group activities, sports, assembly?

NNPHD encourages use of school communications to notify families should an exposure occur. Use of any all call systems or other forms of mass communication are encouraged. Releasing information on a school social media page or webpage may also be communication strategy. These tools are especially useful during exposures that involve a large group of students. For large group exposures, NNPHD may solely rely on mass school communication for notice. In smaller exposure events, NNPHD may also request assistance in direct communications to families.

**Regardless of the communication method, NNPHD will provide guidance on the necessary message, exposure dates, and end of quarantine dates.** NNPHD encourages the school consult the department prior to releasing COVID-19 messaging to ensure accuracy and avoid causing unnecessary fear. Further, NNPHD will be available to answer additional questions or concerns families may have.

Schools should anticipate NNPHD will request names of close contacts along with parent / guardian names and contact information. When exposures occur at activities, NNPHD may also request information on other schools.

**School Template Quarantine Notification Message – Remember, Quarantine is for people who have been exposed but who are not yet positive or suspected of being positive for the virus.**

*(insert date)*

The Northeast Nebraska Public Health Department (NNPHD) in collaboration with *(insert school)* has identified your child has been exposed to a positive COVID-19 individual on *(insert date of last exposure)*.

NNPHD & *(insert school)* are requesting your child self-quarantine (remain at home) through at least *(insert date that is 14 days from the last exposure date [consider making it the next school day if this falls on a weekend/break] )*. If your child becomes symptomatic, this will change the date they can return to school.

Follow the steps below during home quarantine to help prevent COVID-19 from spreading in your home and community.

**Keep your child at home except to get urgent medical care** – Your child should restrict activities outside your home, except for getting urgent medical care. Do not allow them to go to school, activities, daycare or public areas. (Your child can play outside, just not in close contact with others).

If your child needs to go to the doctor, call ahead to let them know they may have been exposed to COVID-19. If you need to call 911 for an ambulance, let them know your child has been exposed to COVID-19. If possible, put facemasks on your child and household members before emergency medical services arrive.

**Separate your child from other people** - As much as possible, your child should stay in a specific room/area and away from other people in your home. This includes using a separate bed & bathroom, if available. If your child is not old enough to care for themselves, use 6 foot of separation as much as possible and have all household members wear a mask when this is not possible. (An individual can start shedding the virus 48 hours before they become ill).

**Avoid sharing personal household items** – Your child should not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people or pets in your home. All used items should be washed thoroughly with soap and water.

**Monitor for symptoms.** Twice each day, check your child’s temperature and watch for other COVID-19 symptoms that can include: fever, chills, new cough, shortness of breath, difficulty breathing, headache, sore throat, body aches, fatigue, loss of taste and/or smell, diarrhea, congestion and/or a runny nose.

**Encourage all household members to clean their hands often** – Your child should wash their hands with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer that contains at least 60% alcohol.

**Cover coughs and sneezes** – Encourage your child to cover their mouth and nose with a tissue when you cough or sneeze. Throw used tissues in a lined trash can and then encourage them to clean their hands.

**If your child develops any of the symptoms listed above, please contact your health care provider for next steps.**

Additional information about COVID-19 is available at: [www.NNPHD.ne.gov](http://www.NNPHD.ne.gov) & [www.cdc.gov/coronavirus/2019-ncov/](http://www.cdc.gov/coronavirus/2019-ncov/)

**Sample Communications: (This will need to be modified based on each situation).**

Your child has been identified as a close contact of a confirmed COVID-19 case. Their exposure took place on \_\_\_(if multiple times, list date of last exposure)\_\_\_\_. Northeast Nebraska Public Health Department (NNPHD) has determined your child should quarantine and be monitored for symptoms through \_\_\_\_\_. Quarantine means staying at home, not attending school in person, not attending public events, not going to daycare, and

not going to stores/public places. At home you should encourage your child to keep to themselves as much as possible. It is appropriate to spend time outdoors but away from others.

For symptom monitoring, watch for any symptoms that are new to your child. Take their temperature 2x each day. A fever of 100.4, chills, new cough, shortness of breath, difficulty breathing, headache, sore throat, body aches, fatigue, loss of taste and/or smell, diarrhea, congestion and/or a runny nose.

If your child has developed any of these symptoms since \_\_\_ Exposure date \_\_\_, please isolate them away from others and consider having your child tested for COVID-19.

To be tested, contact your local healthcare provider or visit [www.testnebraska.com](http://www.testnebraska.com) to schedule an appointment for free testing. (Insert other testing options, if applicable)

If you have any other questions, please contact Northeast Nebraska Public Health Department at 402-375-2200.

\*This message may also say your child may have been exposed to COVID-19. The investigation is underway. You will be contacted directly if your child is identified as a close contact.



## Public Health Recommendations for the Exclusion & Re-Admittance of COVID-19 Exposed Students and Staff in Schools

This document is a guide for schools to address quarantine of students and staff who have been exposed to a known or suspected case of COVID-19. Should they develop symptoms the Exclusion and Re-admittance Guide for Symptomatic Students & Staff document should be referred to for next steps.

### Definitions:

**Close contact:** Generally defined as an individual who was around someone who is COVID-19 positive for 15 minutes or more within less than 6 feet. Someone is also considered a close contact when there is an accumulative exposure of 30 minutes within 6 feet of the individual who is positive over the course of the day. Close contacts must quarantine for at least 14 days from their last exposure.

**Suspected of being positive:** Someone who has symptoms consistent with COVID-19 but does not have test results to support the diagnosis.

**Quarantine:** Staying home and staying in your own space. This includes not attending school, events, visiting businesses, or going to public places. Students should attend school virtually.

**Quarantine for COVID-19:** Occurs for 14 days from the last exposure to the COVID-19 positive.

**Monitoring:** Watching closely for COVID-19 symptoms. This includes taking your temperature 2x per day as well as watching for the other symptoms of COVID-19: a new cough, difficulty breathing, shortness of breath, chills, new loss of taste and smell, sore throat, congestion, runny nose, headache, body aches, fatigue, nausea or vomiting, and/or diarrhea.

### Determine if an individual needs to quarantine.

Examples of interactions that would lead to quarantine:

- a. Within 6 feet of someone who is positive for COVID-19 for at least 15 minutes (masks not worn by either party)
- b. Provided care to someone who is positive
- c. Have a household member who is positive
- d. Direct physical contact (hugged, kissed) with someone who is positive
- e. Directly sneezed or coughed on the individual by someone who is positive

### Enter Quarantine

Close contacts need to quarantine for 14 days from their last exposure to the person who is positive. If the person in quarantine develops symptoms, that person should isolate from others and follow the Exclusion and Re-admittance Guide for Symptomatic Students & Staff.

### Monitor for Symptoms

During quarantine, the individual should monitor for COVID-19 symptoms. This includes taking their temperature twice per day, and watching for the other symptoms of COVID-19: a new cough, difficulty breathing, shortness of breath, chills, new loss of taste and smell, sore throat, congestion, runny nose, headache, body aches, fatigue, nausea or vomiting, and/or diarrhea.

### Return to school

A negative test is **NOT** needed to return to school. If the individual in quarantine has not developed symptoms throughout their quarantine period, they can return to school on day 15 from the last exposure. In addition, a negative test prior to the end of the quarantine period does **NOT** allow someone to be removed from quarantine.



## Public Health Recommendations for the Exclusion & Re-Admittance of COVID-19 Exposed Students and Staff in Schools

- A. Close Contact Lives in the same household as someone who is positive for COVID-19.**  
All household members should be excluded from school and asked to self-quarantine for a period of no less than 14 days from their last date of exposure with the positive household member. If household members are unable to isolate away from the positive individual, the household member(s) 14-day quarantine will start after the last day of removal from isolation for the person who is positive. (For example: If the positive individual is in isolation for 10 days from symptom onset then the household members have 14 ADDITIONAL days to quarantine: 10 + 14 = 24 days.)
- B. An individual lives in the same household as a close contact who is quarantining because of an exposure.**  
As long as the close contact who is in quarantine does not have symptoms and the individual was not involved in the COVID-19 exposure event, the individual can participate in activities outside the home. If the household member who is in quarantine becomes symptomatic, the individual needs to then quarantine. If an alternative diagnosis is determined for the household member, the individual may be released from quarantine. Refer to the Quarantine for COVID-19 definition and to local public health for more information on the length of quarantine needed for the individual.
- C. An individual traveled outside the country or to an area with high incidence of COVID-19.**  
The need for travel related quarantine will be based upon restrictions set forth in Nebraska's current Directed Health Measures and/or CDC travel guidance in the absence of Nebraska Directed Health Measures. Currently all foreign travel results in a 14-day quarantine upon return. Individuals who travel to domestic areas with high incidence should consider their exposures during travel to determine if quarantine is necessary.
- D. A person who is positive or suspected of being positive attends school or activity while having symptoms or within the 48 hours before symptom onset. *An individual can be infectious 48 hours prior to symptom onset.***
- a. All close contacts and the person who is positive wore a mask**
    - If masks are worn properly (covering mouth and nose) quarantine will not be automatically recommended for close contacts. The close contacts remain in school and will be monitored twice per day. All situations are unique, and some situations may not allow for remaining in the classroom to be possible. Further discussion with local public health is warranted.
  - b. Mask were worn by the person who is positive or suspect and by some close contacts**
    - If masks are worn properly (covering mouth and nose) quarantine will not be automatically recommended for close contacts. Those close contacts may be able to remain in school and will need to be monitored twice each day.
    - Those who were not wearing a mask properly will quarantine and monitor at home.
  - c. A mask was not worn by the person who is positive**
    - All close contacts will quarantine and monitor at home.
- E. A person who tests positive but is asymptomatic (asymptomatic positive) attends school or activity within 48 hours prior to collection of the positive test specimen.**
- a. Follow the guidelines above in D. a., b., and c.**



## NNPHD COVID-19 Case Investigation and Contact Tracing in Schools

### Key (Who is Responsible for Which Action):

- Local Health Department (LHD)
- School Point of Contact (POC)
- Exposed Individual

1a. Suspected Positive identified by school via parent report and notifies Local Health Department (LHD)

1b. LHD secures lab report:  
Negative results, case closed,  
Positive results, follow algorithm below

### Tasks Prior to School Opening:

- Identify a Point of Contact (POC) for school
- Provide contact information for each POC to the LHD
- Compile a list of high-risk\* individuals within each school

2. LHD conducts disease investigation:

- LHD issues Isolation notice for the individual testing positive.
- LHD issues Quarantine notices to other individuals in the same household.

3. School POC notified about any lab-confirmed positive case and other related household contacts

4. School ensures/increases preventative measures to slow the spread of COVID-19 following individual school's plan and consulting local public health as needed (i.e. increased cleaning and disinfection, etc.).

4. School POC compiles list of potential close contacts\* and provides list to LHD.

4. School POC compiles list of other potentially exposed students and staff and provides list to LHD.

5. LHD contacts close contacts\* and/or parent/guardian to provide education and assist families in making informed decisions to protect their child and others as well as advising for either quarantine or to self-monitor.

5. School POC sends information to all individuals LHD identifies as having low-risk exposure, including information on self-monitoring and when to get tested for COVID-19.

6. LHD monitors Isolated individual and notifies School POC when individual testing Positive has been cleared to return to School.

6a. LHD regularly monitors high-risk close contact individuals while on quarantine for symptoms and advises on need for COVID-19 testing.

6a. Low-risk close contact individuals monitor for symptoms for 14 days since last exposure.

6b. Individuals who develop symptoms isolate and verbally report this to LHD or School.

6b. LHD notifies school of anticipated Quarantine End Date.

7. School goes back to Step 1a.

8. LHD conducts additional investigation(s) if needed.

**Close contact:** Generally defined as an individual who was around someone who is COVID-19 positive for 15 minutes or more within less than 6 feet. Someone is also considered a close contact when there is an accumulative exposure of 30 minutes within 6 feet of the individual who is positive over the course of the day. Close contacts must quarantine for at least 14 days from their last exposure.

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

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

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

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

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

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

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

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

environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

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

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Business OperationsRecords Management and Disposition

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

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

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

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

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

#### 4. Electronic Records

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

#### 5. Litigation Holds

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

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

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

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

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

6. Settlement Agreements

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

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

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

Date of Adoption: [Insert Date]

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

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

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

**High School:** Tucker Hight, High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org))

**Jr. High School:** Dave Wragge, Jr. High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [dawragg1@waynebluedevils.org](mailto:dawragg1@waynebluedevils.org))

**Elementary School:** Russ Plager, Elementary Principal, 312 Douglas Street, Wayne, NE, 68787 (402) 375-3854 (email: [ruplage1@waynebluedevils.org](mailto:ruplage1@waynebluedevils.org))

**Early Childhood:** Misty Bear, Early Learning Center Director, 803 Providence Road, Sunnyview Place Businss Park, Wayne, NE, 68787 (402) 833-1450 (email: [mibear1@waynebluedevils.org](mailto:mibear1@waynebluedevils.org))

**District Staff:** Rochelle Nelson, Human Resource Contact, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [ronelso1@waynebluedevils.org](mailto:ronelso1@waynebluedevils.org))

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

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

**1. Purpose:**

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

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

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

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

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

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,

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

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

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

## **2. Anti-retaliation:**

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

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

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

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

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

District employees, supervisor, and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complaint with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

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

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

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance

procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

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

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

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

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

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

harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

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

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within ten (10) working days after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

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

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

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

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. **Remedies:**

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition, the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.

- b. Designating an individual from the District's counseling center to be “on call” to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - i. Know the school's prohibition against discrimination, harassment, and retaliation.
  - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
  - iii. Understand how and to whom to report any incidents of discrimination.
  - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
  - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District’s policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

**5. Confidentiality:**

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

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint

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

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

**.6. Training:**

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and antiretaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should

inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.

- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

**7. Preventive Measures:**

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

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

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

Date of Adoption:

## **Notice of Nondiscrimination**

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

**High School:** Tucker Hight, High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org))

**Jr. High School:** Dave Wragge, Jr. High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [dawragg1@waynebluedevils.org](mailto:dawragg1@waynebluedevils.org))

**Elementary:** Russ Plager, Elementary Principal, 312 Douglas Street, Wayne, NE 68787, (402) 375-3854 (email: [ruplage1@waynebluedevils.org](mailto:ruplage1@waynebluedevils.org))

**Early Childhood:** Misty Bear, Early Learning Center Director, 803 Providence Road, Sunnyview Place Business Park, Wayne, NE, 68787 (402) 833-1450 (email: [mibear1@waynebluedevils.org](mailto:mibear1@waynebluedevils.org))

**District Staff:** Rochelle Nelson, Human Resource Contact, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [ronelso1@waynebluedevils.org](mailto:ronelso1@waynebluedevils.org))

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

**Complaint Form  
Discrimination, Harassment or Retaliation**

Wayne Community Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

**High School:** Tucker Hight, High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787  
(402) 375-3150 (email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org))

**Jr. High School:** Dave Wragge, Jr. High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE  
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Name: \_\_\_\_\_ Date: \_\_\_\_\_

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_

\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

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

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

Certificated Personnel-Professional Performance and Code of Ethics

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

**Preamble**

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

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

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

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

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

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

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

2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

**Principle II - Commitment to the Student:**

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

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

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.

3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**Principle III - Commitment to the Public:**

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

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

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

**Principle IV - Commitment to the Profession:**

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

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

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

**Principle V - Commitment to Professional Employment Practices:**

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

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

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

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

Date of Adoption:

PersonnelStandards of Performance for Non-Certified Employees

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

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

Date of Adoption:

## Students

### Admission Requirements

#### Minimum Age:

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

#### Early Admission to Kindergarten:

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

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

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

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

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

reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

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

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

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

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

Admission to First Grade:

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

Graduates:

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

Age 21:

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

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

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

biological products, as such standards existed on January 1, 2009.

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

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

#### Enrollment of Expelled Students

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

#### Military Families

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

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

Date of Adoption:

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

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

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

**High School Students:** Tucker Hight, High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE 68787, (402) 375-3150 (email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org))

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**District Staff:** Rochelle Nelson, Human Resource Contact, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787, (402) 375-3150 (email: [ronelso1@waynebluedevils.org](mailto:ronelso1@waynebluedevils.org))

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

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

Wayne Community Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination.

Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

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

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

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

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

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving

- consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
  - g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

## **2. Anti-retaliation:**

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

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

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

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

principal).

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

District employees, supervisors, and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

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

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

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

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple

complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

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

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

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

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

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

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA),

20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

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

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

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

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Remedies:**

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - i. Know the school's prohibition against discrimination, harassment, and retaliation.
  - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
  - iii. Understand how and to whom to report any incidents of discrimination.
  - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.

- v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

**5. Confidentiality:**

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

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

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

**6. Training:**

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**7. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

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

**8. Preventive Measures:**

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

training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption:

**Complaint Form  
Discrimination, Harassment or Retaliation**

Wayne Community Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

**High School Students:** Tucker Hight, High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE 68787, (402) 375-3150 (email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org))

**Jr. High School Students:** Dave Wragge, Jr. High School Principal, 611 West 7<sup>th</sup> Street, Wayne, NE 68787, (402) 375-3150 (email: [dawragg1@waynebluedevils.org](mailto:dawragg1@waynebluedevils.org))

**Elementary School Students:** Russ Plager, Elementary Principal, 312 Douglas Street, Wayne, NE 68787, (402) 375-3854 (email: [ruplage1@waynebluedevils.org](mailto:ruplage1@waynebluedevils.org))

**Early Childhood Students:** Misty Bear, Early Learning Center Director, 803 Providence Road, Sunnyview Place Business Park, Wayne, NE, 68787, (402) 833-1450 (email: [mibeair1@waynebluedevils.org](mailto:mibeair1@waynebluedevils.org))

**District Staff:** Rochelle Nelson, Human Resource Contact, 611 West 7<sup>th</sup> Street, Wayne, NE, 68787 (402) 375-3150 (email: [ronelso1@waynebluedevils.org](mailto:ronelso1@waynebluedevils.org))

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

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

\_\_\_\_\_  
\_\_\_\_\_.

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

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The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

InstructionEqual Opportunity: Instruction Program

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

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

Date of Adoption:

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

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

2. **Terms Defined:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The Notice of the Request for Proposals.

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

C. These Policies adopted by the School District;

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

E. The Project Performance Criteria.

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

- (1) A description of the Design-Builder's project team and organization of such team;
  - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
  - (3) A description of the limitations, if any, on expenses to be reimbursed;
  - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
  - (5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
  - (6) A written acknowledgement that the Design-Builder agrees to the following conditions:
    - (i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
    - (ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
    - (iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;
    - (iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
- (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

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

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

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

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

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

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

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

pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

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

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

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

N. Other information, which may include the following:

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

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

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

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

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration

of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

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

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

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

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

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

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

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

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

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Design-Builder under the Act as the method

and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Design-Builder for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Protest Relation to Solicitation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date of Adoption:

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

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

2. ***Terms Defined:***

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

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

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

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

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

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

shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

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

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

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

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

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

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

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

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

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

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

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

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

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

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

N. Other information, which may include the following:

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

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

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

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

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

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

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

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

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

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

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

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

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

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

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

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

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

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

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

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

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

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

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

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

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after

negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

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

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

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

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

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

A. **Protest Relation to Solicitation:**

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

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

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

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

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

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

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

Date of Adoption:

# Wayne Community Schools Teacher Handbook

## 202019-20210 School Year

### Intent of Handbook

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

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

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

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

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

This handbook will be in effect for the 202019-202120 and subsequent school years unless replaced by a later edition.

### School Mission Statement

The mission of Wayne Community Schools, working in partnership with the families and communities it serves, is to develop well-educated life-long learners. Wayne Community Schools promotes academic excellence, creativity, and a love of learning, within a caring and secure environment. Utilizing a variety of instructional strategies, Wayne Community Schools is committed to the success of all students.

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

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:

- Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learning in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
- Is appropriate for the developmental level of the students;
- Addresses diverse learning needs;
- Instills a passion for learning and the importance of life-long learning;
- Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
- Develops expected work ethics, as well as group participation and leadership skills;
- Incorporates character education and multicultural education, including respect for diversity;
- Provides for application of technology in all learning areas;
- Provides access to advanced courses; and
- Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment which includes:
  - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
  - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
  - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.
  -

**Notice of Nondiscrimination**

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

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

High School: Tucker Hight, High School Principal, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: [tuhight1@waynebluedevils.org](mailto:tuhight1@waynebluedevils.org)).

Jr. High School: Dave Wragge Jr. High School Principal, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: [dawragg1waynebluedevils.org](mailto:dawragg1waynebluedevils.org)).

Elementary: Russ Plager, Elementary School Principal, 312 Douglas Street, Wayne, NE 68787, (402) 375-3854 (Email: [ruplage1@waynebluedevils.org](mailto:ruplage1@waynebluedevils.org)).

⊖ District staff: Rochelle Nelson, Human Resource Contact, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: [ronelso1@waynebluedevils.org](mailto:ronelso1@waynebluedevils.org))

The District has three expectations that employees and students should follow:

- 1) Be Prepared
- 2) Be Respectful
- 3) Be Safe and Do the Right Thing

WCS Character Traits:

- |                      |                    |
|----------------------|--------------------|
| 1) Respect           | 5) Perseverance    |
| 2) Responsibility    | 6) Self-Discipline |
| 3) Honesty/Trust     | 7) Courage         |
| 4) Caring & Fairness | 8) Citizenship     |

**Members of the Board of Education**

<b>Name</b>	<b>Contact Information</b>
Mrs. Wendy Consoli	(402) 750-8180 <a href="mailto:wconsoli@esu1.org">wconsoli@esu1.org</a>
Mr. Lynn Junck	(402) 369-4056 <a href="mailto:lyjunck1@waynebluedevils.org">lyjunck1@waynebluedevils.org</a>
Mr. Justin Davis	(402) 992-5910 <a href="mailto:judavis1@waynebluedevils.org">judavis1@waynebluedevils.org</a>
Mrs. Jaime Manz	(402) 369-1692 <a href="mailto:jamanz1@waynebluedevils.org">jamanz1@waynebluedevils.org</a>
Mrs. Sylvia Ruhl	(402) 375-0256 <a href="mailto:syruhl1@waynebluedevils.org">syruhl1@waynebluedevils.org</a>
Dr. Jodi Pulfer	(402) 369-1043 <a href="mailto:jopulfe1@waynebluedevils.org">jopulfe1@waynebluedevils.org</a>

## I. GENERAL SCHOOL POLICIES

### A. Teacher Absences

The Board of Education has established a policy concerning the teacher's absence due to illness and emergencies.

Absences resulting from personal illness, snowbound conditions, serious family illness or funeral in the immediate family are considered as excused absences. Others are not. Specifics may be found in the most recent negotiated agreement between the WEA and the Board of Education.

With the exception of a family emergency or an extenuating circumstance, personal days will not be approved or allowed the day prior to Thanksgiving break, or the last day of each semester. All applicable paid leave will be used before any unpaid leave is taken. All paid leave must be used prior to and in conjunction with the FMLA (Family Medical Leave Act).

### B. Severe Weather - Dismissal

The superintendent shall have the authority to call off or dismiss school in cases of severe weather. Public announcement of school closure will be made over Wayne radio KTCH and the automated calling system.

### C. Purchases

All purchases in the name of the School District will be arranged for through the superintendent's office. Any purchase made otherwise will ordinarily not be paid for by the Board. If you wish to make a purchase for your department, first come to the office and receive a P.O. from the principal.

Activity account funds collected by organizations are turned in to the bookkeeper who will issue a receipt. The principal will authorize all student organization expenses with a purchase order. The Athletic Director in cooperation with the principal will administer the budget for the athletic department.

### D. Social Activities

All social activities:

1. must be planned by student organizations under supervision of school personnel.
2. must be on the master calendar of school activities approved by the principal and superintendent at least 5 days prior to the activity.
3. must use school facilities or other approved public rented private facilities approved by the superintendent or principal.
4. 7-12 may be held until 11:30 p.m. on non-school nights and 10:00 p.m. on school nights. Lights should be out and the building vacated by 12:30 a.m. on weekends and 10:30 p.m. on school nights.

Students in grades 7-12 coming to school parties will be admitted until one-half hour after starting time. No one will be expected to leave the building with the intention of coming back to the party except with the permission of one of the teachers in attendance.

### E. Newspaper Articles

All newspaper articles or media information must be approved by the principal.

F. Payment of Salary

Salary payments will be made to all certified employees in twelve equal installments on the 20th of each month. If the 20th falls on a non-school day, all employees will be paid on the last working day before the 20th of each month.

G. Grievance

Refer to grievance procedure in Wayne Board of Education Policy 4112.

H. Travel Policy

Wayne Community Schools has implemented the following rules for travel reimbursement. It is the responsibility of the building principal or the appropriate administrator – hereafter named “administrator” – to make lodging reservations and coordinate travel for those attending. If people from two different buildings are going to the same conference, the appropriate administrators are responsible to coordinate travel with each other to minimize expenses. Many Nebraska hotels will direct bill to the District for lodging. This is encouraged. As a public entity, the District is exempt from taxes. Given adequate notice, the superintendent’s secretary will make lodging reservations if the appropriate administrators so wish.

**Meals: (per admin regulation 4141)**

- Non-Overnight Travel –
  - Breakfast and Lunch – Maximum \$10.00 per meal.
  - Dinner – Maximum \$15.00 per meal.
  - Daily Maximum- \$25.00
  - Only necessary meals that occur during meeting time and cannot be consumed at home will be reimbursed
- Overnight Travel –
  - In Nebraska – Maximum of \$50.00 per day
  - Out of State – Maximum of \$50.00 per day
- The District will not reimburse for meals that were included in registration.
- For overnight travel staff should partake in breakfast provided by the hotel if available.

**Lodging:**

Administrators must approve appropriate lodging reservations at a reasonable expense.

**Transportation:**

Administrators are responsible for arranging school transportation for the travel. If school transportation is not available, mileage will be reimbursed at the rate assigned by the School Finance and Organization Services and the mileage chart from the superintendent’s office. Administrators are responsible to organize travel plans to minimize transportation costs.

**Expense Reimbursement:**

An expense summary reimbursement form is to be completed by the traveler and signed by the administrator. The administrator will forward the expense summary to the superintendent’s office.

**Documentation:**

The district will accept the following documentation for meals and expenses:

- Original Receipts
- Copies of Receipts
- Travel Log

At times, when dining with people from different organizations, you are unable to obtain a receipt or a copy. If this occurs, please list the date and time of the meal (breakfast, lunch, supper), as well as the people you were with and the cost of the meal.

I. Authority and Responsibility

Every employee will have the authority and responsibility to supervise any and all students within the building or on the school grounds or at any school sponsored activity at home or away from home. Any rudeness or refusal of the student to comply with an employee's request shall be reported to the student's principal as soon as possible. Every employee may expect complete support from their superiors and the Board of Education for reasonable disciplinary measures taken.

J. Hours of Duty

Wayne Community Schools faculty shall be on duty in the classroom and available to students, from 7:45 AM – 4:00 PM. (Wayne Board of Education Policy 4004). Hours may be extended for meetings or other duties that may arise. Should teachers need to leave the building during work hours for any reason the office staff should be notified. (Wayne Board of Education Policy 4006)

K. Tobacco Use by Staff

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles, is prohibited. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

**II. GENERAL INFORMATION WITH REGARD TO PROCEDURE**

A. Activity Schedules and Building Use for Special Meetings

Our high school buildings are in great demand and are used for many and varied activities. Many times special equipment or special areas are involved. We have night meetings, adult education classes, Saturday morning meetings, and classes, community activities, etc. We use the Lecture Hall, gymnasium, student commons, music rooms, shops, regular classrooms, etc. Use of these areas requires close cooperation between the people who are assigned to the area, the custodial staff and the administration. All must be aware of the fact that the space is being used, the time, groups involved, etc. On many occasions special personnel must be contacted to operate the equipment involved. The best example is the Lecture Hall. Very few of you can or should operate the light board. A special crew has been trained to do this work -- thus it is important that we know in advance if and when a group will use the Lecture Hall. The same type of problem exists in the gym area and involves P.E. staff, who have general supervisory responsibility for this space. In an effort to improve our scheduling, please follow the procedures given if you plan to use space in the building other than that assigned to you on the regular class schedule.

1. Contact the principal's office to request to use the space wanted. This is absolutely necessary to avoid conflicts, and multiple requests for the same area.
2. Contact person in charge of the area to be used a week in advance so arrangements can be made.
3. Notify custodial staff so that lighting, cleaning, and security problems will be properly handled.

NOTE: The principal will try to assist in completing items 2 and 3, but you are to assume prime responsibility for this obligation.

A few other suggestions that are important include the following:

1. Be present personally when you use special areas or space. Do not turn the equipment or area over to other people or students. We must have a faculty member present and in charge at all times.
2. Be sure all equipment is cared for, lights turned off, and doors locked when you leave. Check out required keys from the principal.
3. There is a custodian on duty in the schools at night. Contact him/her if you need help in an emergency.
4. Report any special problems noted in the use of areas to which you have been assigned.
5. There is an increasing number of activities, practices, and rehearsals being scheduled on Wednesday nights, which are considered a community church activity night, and on Sundays. In order to better coordinate our program with the churches' activities, scheduling of rehearsals and activities must be completed by 6:30 on Wednesdays, and will only be allowed for Varsity teams on Sundays prior to a conference tournament or district game on Monday. It is impossible not to have some of our activities during these two periods, however, we must make every effort to limit it. All rehearsals, practices, meetings, events, and activities you feel must be scheduled on Wednesday nights or Sundays must be requested to the principal for approval prior to scheduling.

ALL SCHOOL ACTIVITIES, BOTH IN THE BUILDING AND AWAY FROM THE SCHOOL, MUST BE APPROVED AND SCHEDULED IN THE PRINCIPAL'S OFFICE.

### **III. PERSONAL AND PROFESSIONAL CONDUCT (Nebraska Department of Education Rule 27, section 004)**

#### **A. Professional Ethics Standards**

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

#### **Preamble**

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

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

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

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

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

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

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in 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.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. 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:

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

**Principle III - Commitment to the Public:**

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

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

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

**Principle IV - Commitment to the Profession:**

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

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

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

**Principle V - Commitment to Professional Employment Practices:**

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

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

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

**B. 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.

C. 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.

D. 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.

E. 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, and are expected to dress accordingly for the specific teaching position they are in. 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. Following are levels of dress that should be followed. These levels are to be used as a guide for certificated staff and provide a level of consistency of expectations. Building level administrators will be responsible to announce these levels to staff and will remind staff if they are not meeting said level of expectations.

1) Dress-up - This level of attire describes the highest level of professional dress and should be used on certain "special occasions" such as parent-teacher conferences, special visitors to school and/or classroom, and other events that call for dressy attire.

2) Professional dress - This level of attire will be the level that certificated staff use on a regular basis when they are at work. Jeans, t-shirts and shorts should not be worn. Clothing and footwear that is appropriate for the particular area of instruction may be worn. On workshop/in-service days, professional dress will be followed when an off-campus presenter is invited, or when staff go off site for the professional development. Footwear should be neat, clean, and appropriate. Appropriate shoes include dress shoes or pumps; leather-like, suede or loafer-style shoes; and boots. Closed-toed mule or closed-toed slide styles are also acceptable. Open-toed shoe with a dress appearance or dress heel is acceptable. At times, staff must wear certain types of shoes for medical conditions. Should this be the case, please discuss the situation with your supervisor. Beach style flip-flops are not acceptable.

3) Casual/Jean Day - These days will allow jeans and casual dress and will occur on the last Friday of the month, or as determined by the administration. On school days, shorts and sweatpants will not be allowed, however t-shirts that promote Wayne Community School activities are acceptable. On non-school days that are contract days, such as pre-service work days or work days at the end of the school year, sweatpants and shorts are acceptable.

4) Spirit dress - Dress days such as homecoming, Husker dress, Wildcat Wednesday and the like, will be announced periodically by the administration. Teachers and administrative staff are encouraged to partake on student dress themes for homecoming, red-ribbon week, and other special dress days the students partake in.

F. 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.

G. 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.

H. Admission Procedures at High School Athletics, Dramatics, Music and Other School Activities

Listed below are general principles and procedures we intend to follow:

1. Faculty and staff will receive a family activity pass in exchange for taking tickets at one school activity. (NSAA activities excluded.)
2. Faculty Passes are not good for play-offs or district tournaments. These are special events that we host that have rules preventing the honoring of school passes.
3. There may be occasions when special guests, such as parents of activity sponsors will be attending a school function. A complimentary pass will be issued upon request. See principal's office.
4. All admission tickets used for a high school activity will be serial numbered.
5. Admission prices and complimentary ticket plans must be approved by the superintendent.
6. Any faculty member is invited to discuss any admissions problem not covered by this handbook with the principal.

I. Evacuation Procedures

Remember to review safety and evacuation procedures with your classes. Exit signs should be posted near the exit to your classroom. Should you have such sign missing, notify the principal immediately. Tornado exit signs should be posted nearby. All faculty members are responsible to take your emergency blue bag with you for all evacuation procedures.

The following is a breakdown of exits and procedures for fire drills:

**7-12 FIRST FLOOR (Lower Level)**

<b><u>Room #</u></b>	<b><u>Exit</u></b>	<b><u>Alternate Exit(s)</u></b>
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Stage	West Doors	South Doors, East Commons Doors
113 (LH)	West Doors	North Door LH, South Door, Commons, East Door
114 (7/8 Band)	West Doors	South Door, Commons, East Door
(7/8 Girls Locker)	West Door	West Locker Room Doors, Commons
H.S. 9/12 Girls Locker	West Doors	West Doors Locker Room, Commons
120 (Computer Lab)	West Shop Door	West Doors, Wrestling Room West Door
121 (Wood Shop)	West Shop Door	West Doors, Wrestling Room West Door
122 (Metal Shop)	West Shop Door	West Doors, Wrestling Room West Door
123 (Shop)	West Shop Door	Wrestling Room Doors, West Doors
124 (Ag class)	West Shop Door	West Doors, East Door Commons, South Doors
H.S. Boys Locker	South Locker Room Door	South Door, West Doors
7/8 Boys Locker	South Locker room door	South Doors, West Doors
119 (Band)	West Door Band Room	West Doors, East Door Commons, South Doors
100 (Commons)	East Commons Doors	West Doors, South Doors, East Doors
101	East Commons Doors	West Doors, South Doors, East Doors
102	East Commons Doors	West Doors, South Doors, East Doors
Faculty Lounge	East Commons Doors	West Doors, South Doors, East Doors
IMC Room	East Commons Doors	West Doors, South Doors, East Doors
103	East Doors	Commons, West Doors, South Door
104	East Doors	Commons, West Doors, South Door
105	East Doors	Commons, West Doors, South Door
106	East Doors	Commons, West Doors, South Door
107	East Doors	Commons, West Doors, South Door
108	East Doors	Commons, West Doors, South Door
Wrestling Room	West Wrestling Door	West Doors, West Shop Door
303	South Doors	East Commons Doors
304	South Doors	East Commons Doors
305	South Doors	East Commons Doors
Kitchen	South Doors of Kitchen	South Hallway Doors, East Commons Doors

**7-12 SECOND FLOOR (Upper Level)**

210 (LH)	North Door LH	West Doors, North Main Door
211 (Girls Gym)	North Door Girls Locker	West Doors, N. Door LH, N. Door – Main Entrance
213 (Boys Gym)	South Door Boys Locker	N. Door – Main Entrance, N. Door LH, West Doors
200 (Office)	N. Door – Main Entrance	West Doors, East Doors
202	N. Door – Main Entrance	East Doors, West Doors
203	N. Door – Main Entrance	East Doors, West Doors
204	N. Door – Main Entrance	East Doors, West Doors
205	East Doors – Lower Floor	N. Doors – Main Entrance, West Doors
206	East Doors – Lower Floor	N. Doors – Main Entrance, West Doors
207	East Doors – Lower Floor	N. Doors – Main Entrance, West Doors
208	East Doors – Lower Floor	N. Doors – Main Entrance, West Doors
209	N. Door – Main Entrance	East Doors, West Doors
217 (Science)	N. Door – Art Room	N. Door - Upper L.H., West Doors
218 (Art)	N. Door – Art Room	N. Door – Upper L.H., West Doors
401	N. Door – Main Entrance	South Doors Jr. High
402	South Doors Jr. High	N. Doors – Main Entrance
403	South Doors Jr. High	N. Doors – Main Entrance
404	South Doors Jr. High	N. Doors – Main Entrance
405	South Doors Jr. High	N. Doors – Main Entrance
406 (Computer Lab)	South Doors Jr. High	N. Doors – Main Entrance
407 (Library)	N. Door – Main Entrance	South Doors Jr. High

**Early Learning Center and Elementary – Refer to exit signs in classrooms and once outside report to home base.**

**SPECIAL INSTRUCTIONS:**

1. The first person to each exit door is responsible for keeping the door open while others pass through.
2. Students should walk rapidly, but must not run.
3. Visiting and talking cannot be tolerated. This hinders evacuation.
4. Classes and instructors leave in a group. Follow the group ahead; do not mix with them. In general, the order will be determined by relative distance to the exit.
5. Move down the walks outside the doors far enough so that groups following will have space. All should be a minimum of 100 feet from the building.

Fire drills will be conducted at intervals during the school year. Be familiar with procedure(s) for the room in which you are stationed each school period.

TORNADO - Disaster Procedure

According to the Wayne County Civil Defense Emergency Operations Plan, "A tornado will hit at some spot in the county on the average of about once every other year." Please read the following and thoroughly familiarize yourself with the procedures to be followed in the event any tornado watch, alert, or warning is called. Be prepared to act when necessary.

Tornado Watch: This term is generally announced on the radio and TV when atmospheric conditions indicate the likelihood of tornado development during a specified period of time. Local Procedures involve no direct action on the part of teachers, staff, or students.

Tornado Warning: This term applies when a tornado has been sighted and is nearby. Danger is imminent, and the following actions are to be taken immediately:

1. All persons on the upper floors are to move, in an orderly manner, to the lower level.
2. All persons are to assemble utilizing the following areas for shelter:

**Early Learning Center:** Restrooms in middle hallway.

**Elementary:** Grades K-6 – Lower hallway between fire doors.

<b>Jr./Sr. High:</b>	Seniors	Old Choir Room (by Band Room)
	Grades 9-11 Boys	Boys Locker Rooms
	Grades 9-11 Girls	Girls Locker Rooms
	Grades 7 & 8 Boys	Jr. High Boys Locker Room
	Grades 7 & 8 Girls	Jr. High Girls Locker Room
	Office Staff/Custodians/Visitors	Teacher Restrooms by Lounge

(Female teachers to girl's locker rooms; male teachers to boy's locker rooms; band and shop instructors, and senior class sponsor to choir room.)

As much as possible, all persons should be seated on the floor, facing away from doors or other openings, knees drawn up to chest, head down, and hands and forearms overhead and back of neck. All persons are to remain in place and as quiet as possible until the "all-clear" is given.

Signals:

Tornado Watch: None

Tornado Alert or Tornado Warning: Intercom message, if power is on. If no power, office personnel will bring verbal message to each classroom.

All Clear: Intercom or verbal message.

Special Notices:

No one is to leave the building. Any emergency situation can cause panic. Staff members should do everything they can to keep others as calm and quiet as possible.

J. Students Acting Abnormally

A student who exhibits signs of alcohol or drug use should be escorted to the central office for referral to the building principal and health service personnel. If the student is uncooperative during the referral process, the building principal or designate should be contacted immediately.

K. Room Assignment

We try to assign a specific room to each teacher. It is your responsibility to see that this room is locked each night before leaving the building. All lights should be turned out, the windows closed and locked, and the shades should be left open. There should be no unnecessary marring of furniture, books, walls or other equipment. The teacher in charge of a room is directly responsible for all the equipment and supplies in that room. Students will be asked to pay for excessive and unnecessary damage.

L. Keys

Teachers are issued keys for their own personal use. In the acceptance of these keys, you also accept a responsibility for the room which they open. Each teacher will also be issued a key for their own room. Keys for the outer door will also be issued, if requested. Keys will be issued in the fall and turned in at the end of the school term. (Teachers may request use of keys during summer months.)

M. Mailboxes

Each teacher has his/her own mailbox in the office. This should be visited daily. Mail will come into the office sometime in the morning. Students should not be sent to the office for teachers' mail. **Emergency messages only** will be hand delivered to teachers.

**IV. STANDARDS OF COMPETENCY (Nebraska Department of Education Rule 27, section 005)**

A. Administrative and Supervisory Requirements:

Educators must possess the abilities and skills necessary to accomplish the designated task. Each educator shall:

1. Keep records for which he or she is responsible in accordance with law and policies of the school system;
2. Supervise others in accordance with law and policies of the school system;
3. Recognize the role and function of community agencies and groups as they relate to the school and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each teacher and special services provider shall:

1. Utilize available instructional materials and equipment necessary to accomplish the designated task;

2. Adhere to and enforce written and dated administrative policy of the school which has been communicated to the teacher or special services provider;
3. Use channels of communication when interacting with administrators, community agencies, and groups, in accordance with school policy.

Each administrator shall:

1. Use available instructional personnel, materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce school law, state board regulation, and written and dated school board policy which has been communicated to the administrator;
3. Use channels of communication when interacting with teachers, community agencies and groups in accordance with school policy.

B. Analysis of Individual Needs and Individual Potential:

The educator shall utilize or promote the utilization of diagnostic techniques to analyze the needs and the potential of individuals. These may include but need not necessarily be limited to:

1. Personal observation;
2. Analysis of individual performance and achievement;
3. Specific performance testing.

C. Instructional Procedures:

Each educator shall seek accomplishment of the designated task through selection and utilization of appropriate instructional procedures. Each educator shall:

1. Create an atmosphere which fosters interest and enthusiasm for learning and teaching;
2. Use procedures appropriate to accomplish the designated task;
3. Encourage expressions of ideas, opinions and feelings.

Each teacher shall:

1. Create interest through the use of materials and techniques appropriate to the varying abilities and background of students;
2. Consider individual student interests and abilities when planning and implementing instruction.

Each administrator shall:

1. Support the creation of interest by providing the materials, equipment and encouragement necessary for the teacher to accomplish the designated task;
2. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

D. Communication Skills:

In communicating with students and other educators, each educator, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;
4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;

6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

E. Management Techniques:

The educator shall:

1. Resolve discipline problems in accordance with law, school board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Use management techniques which are appropriate to the particular setting such as group work, seat work, lecture, discussion, individual projects and others;
4. Develop and maintain positive standards of conduct.

F. Competence in Specialization:

Each educator shall:

1. Possess knowledge, with his or her area of specialization, consistent with his or her record of professional preparation;
2. Be aware of current developments in his or her field;
3. Possess knowledge of resources which may be utilized in improving instruction in his or her area of specialization.

G. Evaluation of Learning and Goal Achievement:

An educator shall accept responsibility commensurate with delegated authority to evaluate learning and goals achievement. Each educator shall:

1. Utilize several types of evaluation techniques;
2. Provide frequent and prompt feedback concerning the success of learning and goal achievement efforts;
3. Analyze and interpret effectively the results of evaluation for judging instruction, the achievement of stated goals, or the need for further diagnosis;
4. Utilize the results of evaluation for planning, counseling and program modification;
5. Explain methods and procedures of evaluation to those concerned.

H. Human and Interpersonal Relationships:

Educators shall possess effective human and interpersonal relations skills. Each educator shall:

1. Allow others who hold and express differing opinions or ideas to freely express such ideas;
2. Not knowingly misinterpret the statement of others;
3. Not show disrespect for or lack of acceptance of others;
4. Provide leadership and direction for others by appropriate example;
5. Offer constructive criticism when necessary;
6. Comply with reasonable requests and orders given by and with proper authority;
7. Not assign unreasonable tasks;
8. Demonstrate self-confidence and self-sufficiency in exercising authority.

I. Personal Requirements:

In assessing the mental or physical health of educators, no decision adverse to the educator shall be made except on the advice or testimony of personnel competent to make such judgment by reason of

training, licensure and experience. However, certain behaviors are held to be probable cause to examine, and each educator within the scope of delegated authority shall:

1. Be able to engage in physical activity appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

## V. ACADEMIC MATTERS

### A. Purpose and Goals of Academic Achievement

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

### B. 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.

### C. 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.

### D. 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 two grades per week in PowerSchool. 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 Daily Class Record. 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.

PreK-K SCALE: TS Gold

1-2 STUDENT EVALUTION SCALE:

E = Excellent  
S = Satisfactory  
P = Progressing  
N = Needs Improvement

3-12 STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress are as follows:

A =	95-100	C =	78-81
A- =	93-94	C- =	75-77
B+ =	90-92	D+ =	72-74
B =	87-89	D =	68-71
B- =	85-86	D- =	65-67
C+ =	82-84	F =	below 65

Inc. = Incomplete

Conditional - indicates credit for students achieving to, or near their capacity and yet not achieving a passing mark according to grading standards (not counted as college requisite course). Credits are awarded provided future work is satisfactory.

Failing grades are very easy to place behind a student's name. It is not advisable to give a student a failing grade unless every effort has been made to find the solution to their problem.

The following steps should be followed if a student is doing unsatisfactory work.

1. Have personal conference with the pupil.
2. Give the pupil special help.
3. Check teacher expectations.
4. Check the intelligence test.
5. Consult the principal and pupil's parent.
6. Consult the S.A.T. group.

Before failing a student for the semester, the principal and counselor should be consulted. If it is certain the student is going to fail for the semester, the teacher should be sure he/she has retained definite evidence of the student's work.

At least two grades should be placed in the grade book each week for every pupil.

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).

4. Teachers may exercise professional judgment in distributing marks.

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 Wayne Community Schools 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.

#### E. 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. Parent-Teacher conferences will be scheduled yearly. Refer to District Calendar for Parent-Teacher conference dates. 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.

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

#### F. Care of Injured Students

Quite often students are injured in some way during school, and it is our responsibility to see that they are properly handled.

The school nurse is on call at any time an injury occurs. And, in most cases, the school nurse will care for the injury if you contact her.

There are times when injuries are so small that you will look after them and perhaps apply first aid. The most important thing about this whole situation is that you use good judgment. Some cases will not require any attention, while some will require immediate attention from the nurse or the family doctor. Head injuries should be reported to the nurse.

In case you seek the aid of a doctor, it is important that you ask the student the name of the family doctor. If the student does not know the name of the doctor, you should contact the parents by telephone.

In case of an injury that requires the attention of the nurse or the family doctor, you again should use your judgment as to whether an injured student should be accompanied by another student, or if he is able to go alone. You also must decide, in case of a more serious injury, if the teacher should accompany him or if some student should accompany him. Do not allow one student to drive another home without clearance through the office. It is the responsibility of the school to give proper attention to all injuries. A good deal of responsibility rests with each teacher as to the manner in which injuries should be handled. If you are in doubt, contact the office for assistance.

##### Report of Injuries:

All injuries which require the attention of the school nurse should be reported in writing the same day the injury occurs. The school nurse will supply a report form and notify the principal whenever serious injuries occur.

Check on the injured students. Many times a visit or telephone call does much to make the student and parents feel we are interested. Additional information is available in the school Safety Handbook.

##### Payment of Bills:

Be certain that students understand they are to pay their own doctor bills. Insurance coverage is the responsibility of each student and his family.

#### G. Study Hall Regulations **(7-12)**

As a study hall teacher, it is important that these policies are enforced at all times. We must be consistent in all study halls. According to the size of the study hall, the amount and type of supervision will vary. However, it is important that once seating charts are made out, you do not just sit at the desk. You will need to move about the study hall. The desks/tables have been cleaned and they should be kept clean at all times. Students should report any markings on desks so that they will not be the ones required to remove any writing. Students are not to write notes in study hall. If you pick up a note, throw it away immediately without reading it. This will cause much less confusion than you keeping the note.

A meeting of study hall teachers in each building will be held shortly after school begins to see if the

rules need to be changed or if there are any problems not covered in the general rules and regulations.

### Procedures

1. Each student has assigned seat. A seating chart should be available for use by substitute teachers.
2. Each student leaving study hall must sign out and return ten minutes before the end of the period. Privileges will be lost for two days for failure to do so (talking, locker, restroom, passes, etc.).
  - a. One sign out to restroom (one male and one female). Use lower restroom if the study hall is on lower floor and upper restroom if the study hall is on upper floor.
  - b. No locker passes at any time. You are expected to bring all the materials you need to study hall with you. Going to your locker on a restroom pass will result in your privileges being restricted.
  - c. "Failing List People" may not check out unless on a pass from a teacher of the class that the student is failing.
  - d. Students must have a pass to the library - any materials (magazine, newspaper, etc.) must be returned at end of the hour.
  - e. No passes of any kind will be given during the last ten minutes.
  - f. No passes of any kind will be given to any room other than those in A or C above. Exceptions must be cleared at the central office.
3. Students may speak with permission only and stand while speaking.
4. Studying together (two students) permitted in specified area only.
5. No sitting under the steps.
6. Each student must have some type of work at their desk. No one is to remain and use the area to sleep, talk, distract, etc.

#### H. Sponsoring School Buses

The following are basic procedures and regulations governing all school sponsored bus trips:

1. The sponsor is to have a written list of students riding their bus so that an exact roll can be taken.
2. In case more than one bus travels on the same trip, the loads are not to be interchanged after leaving Wayne. Many students seek to swap places about the time you are to return home.
3. The students are expected to have a good time, but the sponsor is responsible for the general conduct of their group and must see that orderliness is maintained. Students must sit in specific seats. Insurance coverage is voided if they are allowed to congregate in groups.
4. The use of tobacco is prohibited.
5. Sometimes students can be excused from returning to Wayne on a school bus if arrangements have been made with the principal, before the trip is started. This requires parental approval. The parent must personally pick up the child.
6. A sponsor can always expect a certain number of incidents to come up not covered by normal regulations. The sponsor is to use their own judgment as these problems arise.
7. If a sponsor has any question about duties, these questions should be settled with the principal before a sponsored trip is undertaken.
8. Submit bus request forms to the principal.

#### I. School Vans

We own several vans which may be used by student groups. The procedure for using these vans is as follows:

1. Request that the equipment be reserved for you on the dates you wish to use it. Contact the high school principal.

2. Check out the van key and credit cards from the high school principal's office. Return the key and cards as soon as possible when you return.
3. Please see that the inside of the van is clean at the end of each trip.
4. Use the van credit card to purchase gas and return the copy of charge slips with credit card. The vans use lead-free gas.
5. A small vehicle bus operator's license is no longer required to drive a school van. However, only 10 passengers plus the driver may be transported in a vehicle without complying with the state school bus regulations. Lights must be on while transporting students.

J. Securing Publicity for School Activities

Wayne Herald - You are expected to call, send, or fax down information before noon on Tuesday of the week you need your article to run in the paper.

There are many occasions throughout the year when faculty members will have a news item or a clever story of some type that is worthy of coverage. The Herald invites you to call in any time and give them the article. We probably have been quite lax at times in calling down articles that are worthy of publicity -- don't pass up the opportunity to send items from your department.

Radio Station KTCH - The radio station has been very cooperative in providing news coverage for special events. In fact, they are anxious to receive this news because it helps increase their listening audience. We have probably missed a great deal of publicity because we forget to call the radio station on special news items.

Public Access Cablevision – American Broadband may assist in public programming upon request. Contact the principal's office for additional information.

K. School Funds -- Policies for Purchases and Handling

1. Activity Fund

- a. All receipts must be deposited to the High School Activity Fund and checks drawn to pay bills. All bills should be paid as soon as possible. Requests for payment must be made at least two (2) days prior to the due date.
- b. Each club/activity/organization/class has an account in the high school activity fund.
- c. Check requisitions for payment of bills by the activity fund account must have the bill or invoice attached and put in the principal's mailbox for approval. In those cases where it is impossible to acquire an invoice, a detailed explanation of the expenditure should be given. Example would be paying of game officials.
- d. Students should have a note from sponsor authorizing a student to charge to the high school activity account and instruction on how it should be completed. Be sure to identify your activity.
- e. Large expenditures of organizational activity funds must have approval of the principal prior to purchase.
- f. Staff members responsible for an activity account must take the necessary actions to operate within a balanced budget. All money collected should be counted and turned in to the activity secretary immediately after collection. Never leave money in an unsecured area.
- g. Requests to the Superintendent's office for reimbursement to the Activity Fund for money already spent for items or services that were approved and budgeted for in the General Fund are to be submitted to the principal.

2. General Fund

Submit promptly to the school accountant an invoice or sales slip for any item that is to be paid by the District.

L. Lesson Plans

All teachers will submit lesson plans for the week using one of the two approved lesson plan templates before they leave school on Friday night, or before school starts on Monday. Well written plans should be made available to substitutes when regular staff are ill or absent. They should (1) guide instruction on a daily and weekly basis; (2) include content and instructional methods; (3) indicate necessary resources to be procured in advance; (4) provide continuity with prior learning; and (5) be flexible to meet individual student's needs. Lesson plans submitted late will be documented in the teacher's evaluation file, if the practice becomes habitual.

Multi Media

Here are some general policies with regard to the showing of films:

1. All presentations should be previewed.
2. Show the presentation only in the class for which it has definite relationship to the unit now being studied. **A description of the purpose must be outlined in lesson plans.**
3. Use a study guide of some sort, don't have the film day be just a day off for the teacher and students.
4. R rated films should have parent permission before students are allowed to view. K-6 films should be rated G or PG.
5. PreK-6 may show a limited number of movies for classroom celebrations, per principal approval and using terms of the movie license.

M. Faculty Lounge

A professional lounge has been established for use by staff during their planning period, lunch hour, and before/after school. It is your responsibility to keep it neat and clean.

Students are not allowed in the faculty lounge unless a teacher is present.

**VI. DUTIES AND RESPONSIBILITIES**

A. 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 recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
  - 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 Wayne Community Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.

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

## 2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat 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 playground and 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 your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

## 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 cannot be immediately contacted, 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.

#### B. Managing Student Conduct

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

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

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the 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 or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the 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.

#### C. 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.

#### D. 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:

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

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

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

### VII. SPECIFICS RELATING TO WAYNE COMMUNITY SCHOOLS

#### A. Attendance

Attendance will be handled through the principal's office. The teacher's first assignment each class period is the attendance report.

#### B. Equipment and Room Damage

Watch constantly for marks, cuttings, etc., in your rooms, study halls, lecture hall, etc. Work immediately on a corrective program if your students are to blame. Halls and restrooms must be

supervised by everyone. Please report damage to the office. Work hard to keep your room and its equipment neat and clean. PLEASE DO NOT place any spray/bomb type aerosol cans in the wastebaskets.

C. Fire Drill and Tornado Evacuation Procedures

The evaluation procedures for all building rooms and areas have been published. Post the instructions on your room bulletin board. Be sure all students understand the correct route for leaving. Tornado instructions are published on page 11.

D. Fund Raising Policy

All activity group fundraising must be coordinated through the Superintendent/Principals office and must comply with Policy 1300.

E. Schedule of Events

All events should be scheduled through the Athletic Office using the R-School scheduling software. The updated activity calendar is found on the school district web site

F. School Visitor Regulations

We have many visitors during the school year, some being students from other schools, some college students, some parents, and few unclassified as strangers. All visitors should report to the office for a visitor pass.

To protect yourselves, we make the following suggestions:

1. We are happy to welcome the parents at any time and know that you will make them feel welcome.
2. Children coming in from other schools can be a problem, therefore we will not issue passes for their attendance. They may visit before/after school or at lunch hour.
3. Visiting college students are usually Field Experience Students or student teachers.
4. There are certain unclassified strangers that sometimes appear in our building. You should be alert and report the fact to the office. We have had people outside of school disturb our building during the school day. Be certain to report this to the office.
5. We have past graduates who seem to enjoy coming back occasionally, and we suggest that you use your own judgment as to how they should be handled. We don't want to give our alumni the idea that they are not welcome, yet we must be sure that they do not become a nuisance. If there are questions, ask them to pick up a visitor's pass.

G. Hall Duty

Teachers are required to supervise the halls outside their classroom doors when classes are passing. Do not tolerate running, pushing, or horse-play just because the students involved are not in your classes. Teachers should assume responsibility for supervision of students at all times at any school function or activity as well as in any part of the building.

Teachers are also expected to serve hall duty, bus duty, and/or door duty before and after school. A schedule and list of duties will be provided by the principal. Elementary teachers should monitor movement of students to their final destination at the end of the day.

H. Sponsorship

All school teachers may be assigned to sponsor school organizations. Every effort is made to keep the assignments in line with preparation and teaching load.

The elementary principal must approve all meetings held at the elementary school. Meetings held at the high school should be registered at the high school office on the calendar provided. If a group of students or a teacher wishes to organize a club of some type that presently is nonexistent, permission should be obtained from the administration and Board of Education.

I. Classroom Procedure

1. Classes should not be dismissed before the dismissal bell rings. If in doubt, call the office for information.
2. Students who are to participate in extracurricular activity must be in school one-half day prior to the performance. Exceptions to this mandatory rule will be dealt with by the principal.
3. You are responsible for everything in your room. In the event of a loss, please notify the office promptly. Please do not "borrow" chairs, desks, or other school equipment from various rooms without permission from the administration. In the event additional furnishings are necessary, the building custodian should also be alerted.
4. Never leave a group of students unattended unless an emergency arises and then inform the office for a substitute and assistance.

J. Examinations

Semester examinations may be given at the option of the teacher. Class tests may be given as often as a teacher finds them necessary to evaluate their teaching and student comprehension and retention.

K. Make-up Work

Any student absent from school for any extended period may call the principal's office or send someone to pick up his/her assignments.

L. Eligibility **(7-12)**

For all activities involving contest or participation between high schools of other districts and towns, students will need to meet the eligibility standards.

To be eligible, students must have received passing grades in at least four subjects for the previous semester and not be listed on the weekly unsatisfactory work sheet in three or more subjects. The students will be evaluated on a cumulative basis.

M. Tardiness

1. **K-12:** Pupils arriving in the building after 8:05 a.m., and coming in late from lunch, report directly to the principal's office on the main floor of the building. If a student bypasses the office, they should be marked as an "unexcused tardy", kept in class, and assigned a seminar.
2. **7-12:** Students are allowed sufficient time for passing to classes. Excessive tardies may result in a seminar from the teacher(s), or other discipline action as stated in the student handbook.
3. **7-12:** If a student's tardiness is excused, at least one of the following will occur: pink pass/planner pass from teacher who kept student late; e-mail from teacher to teacher (student can prompt the need for the teacher to check e-mail if tardy is excused); phone call from teacher to teacher. If a teacher has already taken attendance, he/she will need to take attendance again to change absence/unexcused tardy to excused tardy. Refer to the Student Handbook for further details.

N. Convocations

Each teacher is to sit with their class or particular group that is under their supervision during or at the time of the assembly. Each teacher will be responsible for the behavior of their group.

O. Announcements **(7-12)**

Announcements should be presented or e-mailed to the secretaries no later than 10:30 a.m. each day. Announcements will be read by teachers each day at the beginning of fourth period from PowerSchool. All announcements, if written out, must be signed by the sponsor to be deemed authentic.

Announcements placed on the bulletin boards must be signed by the sponsor of the activity. If sponsors are in doubt as to their advisability, they should contact the principal for his approval.

P. Locker Inspection

Locker inspection will be held as necessary during the year.

Q. Lost and Found

All lost and found articles should be turned in at the office of the principal. Students and teachers who have misplaced or lost an item should inquire at the office.

R. First Aid

General first aid supplies will be kept in the nurse's office. Injuries requiring more than just first aid, should be reported at once to the office so that the parents can be notified and the student can be taken to their family doctor.

S. Drills

Tornado and fire drills will be held periodically. The principal will inform each teacher of the procedure for leaving the building.

T. Ticket Selling and Supervision

All teachers are expected to help and take their turn performing necessary duties at athletic contests or any public performance by our students.

U. Faculty Meetings

Faculty meetings will be scheduled to provide information, in-service activities, and other items pertaining to the welfare of the school and faculty.

**WAYNE COMMUNITY SCHOOLS  
GUIDELINES FOR  
NON-CERTIFICATED STAFF EMPLOYEE  
BENEFITS  
202019-20210 SCHOOL YEAR**

These rules and regulations are subject to change at any time.

**Notice of Nondiscrimination**

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

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

High School: Tucker Hight, High School Principal, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: tuhight1@waynebluedevils.org).

Jr. High School: Dave Wragge Jr. High School Principal, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: dawragg1waynebluedevils.org).

Elementary: Russ Plager, Elementary School Principal, 312 Douglas Street, Wayne, NE 68787, (402) 375-3854 (Email: ruplage1@waynebluedevils.org).

District staff: Rochelle Nelson, Human Resource Contact, 611 West 7th Street, Wayne, NE 68787, (402) 375-3150 (Email: ronelson1@waynebluedevils.org)

**Classifications:**

**Full Time:** A Full Time employee is an employee who works 12 months of the year and 40 hours per week.

**Part Time:** A Part Time employee works less than 12 months per year and/or less than 40 hours per week. Examples include people who work 9 months of the year (when school is in session) or those who work 12 months of the year but less than 40 hours per

week. A person who works an average of less than 30 hours per week over their scheduled weeks (school year, 11 months including summer, etc...)

## **Vacation and Holidays for Full Time Employees**

**Vacation:** Vacation is calculated on a full year contract beginning September 1 for the year employment began. Vacation is earned at the end of each year (August 31) but may be used prior to that time. Employees who begin work in the middle of a contract year will receive 1.5 days of vacation for each complete quarter worked to a maximum of 5 days. Employees who work less than two complete quarters will not receive credit for a year on the vacation schedule. Since vacation is used as it is earned, employees will receive pay for unused vacation based on the number of full quarters worked and pay may be reduced by the number of extra days used. Use of vacation days is approved by the employee's supervisor. (See attached Vacation Examples.)

**Vacation Schedule:** Receive 5 days vacation with pay after 12 months work. Ten days vacation after 24 months and 15 days after 60 months, 20 days after 15 years. Vacation must be used during the year earned. Vacation days will not be carried over without specific written approval by the Superintendent.

Employees that move from part-time (less than 40 hours each week, or 40 hours per week on a less than 12 month basis) to full-time (40 hours each week on a 12 month basis), begin vacation and sick leave as if a new employee.

### **Paid Holidays:**

Holiday pay is paid only if the employee works the last scheduled work day before the holiday and the first scheduled work day after the holiday. If the employee has requested pre-approved paid time off, the last scheduled work day is the day before or after the pre-approved paid time off.

Full Time Employees receive these specified paid holidays (New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day).

Payments received, as a result of workers' compensation claims will be deducted from pay.

### **School Closings:**

**NSAA Moratorium:** The school offices will be closed during the 5 day NSAA moratorium (Typically December 23 to December 27 of each year). Work schedules will be determined by the Superintendent.

The school offices will be considered open during all days other than the above mentioned holidays and the NSAA Moratorium. Full time employees who are unable to

be at work will take either paid vacation for any days missed or unpaid leave as granted by the superintendent.

### **Tobacco Use by Staff**

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles, is prohibited. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

### **Vacation and Holidays for Part Time Employees**

**Sick Leave:** ~~sick leave for Part Time employees is not accumulative.~~ Sick leave is available for Part-time employees who work enough hours to be eligible for the Nebraska Public Employee Retirement (NPERS). Eligibility for NPERS is an average of 20 hours per week during the course of the school year. For those eligible, sick and personal is not accumulative.

#### **Paid Holidays:**

Holiday pay is paid only if the employee works the last scheduled work day before the holiday and the first scheduled work day after the holiday. Pre-approved paid time off moves the scheduled work day moves the last and first scheduled work day to the day before or after the pre-approved day.

Part Time Employees receive these specified paid holidays during the school year (New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day).

**Job Descriptions** are available for all positions. **Evaluation** shall be provided each employee prior to June 1 by his or her immediate supervisor.

**Job Descriptions** for teachers' aids shall be developed annually by building principals and be subject to approval by the superintendent.

**Vacation:** Part Time Employees receive no vacation.

### **Non-Certificated STAFF INSURANCE AND LEAVE POLICIES**

#### **Full Time Employees**

**A. Medical Insurance**

The Board of Education beginning will pay full family or single coverage. This premium shall be paid directly from the school district to the insurance carrier designated by the Board of Education in the name of the employees. Insurance coverage shall commence with the first day of contract salary.

**B. Term Life Insurance**

The district will pay the full premium of a \$30,000 term life insurance policy. This coverage is integrated with the health insurance package. An additional \$30,000 coverage may be purchased by the employee.

**C. Income Protection**

The employee is required to purchase disability insurance at their own cost. This insurance is designated to pay 60% of employee's basis monthly earnings. This program is mandatory.

**D. Dental Insurance**

A dental insurance program is offered at group rates as an addendum to the health policy. Family premiums are to be paid by payroll deduction by the employee. Details of the plan are separate from this schedule.

**E. Leave Policies**

1. Sick Leave: An annual temporary illness, family emergency or personal leave of 10 days per year shall be granted to full time, 40 hour, 12 month employees. Personal leave is allowed for 2 of the ten days as approved by the superintendent.
2. Family emergency leave, as used in item #1, is limited to absences resulting from the serious illness or death of a spouse, child, father, mother, brother, sister, grandparents and applicable in-laws.
3. Personal leave, as used in item #1 must be applied for through the office of the superintendent, and the consideration of the reasons for the request for personal leave is at the discretion of the superintendent.
4. Sick leave days accumulate to 55 for full time (40 hour, 12 month) employees.

**Part Time Employees**

**A. Insurance:** Part time employees receive no insurance.

**B. Leave Policies**

1. Sick leave: An annual temporary illness, family emergency leave of 5 days per year shall be granted to less than 40 hour and less than 12 month employees. This leave is non accumulative for less than 12 months and less than 40 hour employees.
2. Personal leave: 2 days of personal leave shall be granted to less than 40 hour and less than 12 month employees. This leave is non accumulative for less than 12 months and less than 40 hour employees.

In addition to these guidelines, all employees are expected to follow the policies of the Wayne School Board. These policies may be found on the Wayne School's website:

<http://www.wayneschools.org>. They are located under the District Heading, the School Board/ Policy subheadings.