

## Regular Meeting

**Mission:** "Engaging All Learners to Achieve Success"

The Regular Meeting started at 5:30 PM on Monday, June 15, 2020. The meeting was held at ESU7/CPS Student Center  
3434 Discoverer Drive  
Columbus, NE 68601

Candace Becher: Present

Ken Curry: Present

Michael Jeffryes: Present

Doug Molczyk: Present

Theresa Seipel: Absent

Douglas Willoughby: Present

Theresa Seipel: Present

### I. Board Meeting

A. Call to Order

B. Roll Call of Board

C. Pledge of Allegiance

D. Notice of Open Meeting Posted

1. President insures all can hear proceedings

E. Mission Statement

Doug Willoughby read the mission statement.

F. Opportunity for Public to be Heard

1. Executive Session

G. Board Special Functions

1. Receive Alternative Calendars for 2020-2021

We are planning for next fall as if at any given time, we need to go back to online learning. Alternative calendar #2 is the recommendation of the two presented. It is set for starting August 25th. New calendars take away flexibility for snow days. The calendar gives us time for professional development on the platforms CPS is using for online learning. Dr. Loeffelholz says there is 99% chance we will be in school. This calendar shows that kindergarten will need to start earlier and seniors will need to go to the last day. It also shows many of the same breaks with a professional development day at the end of each quarter. Students would still get out before Memorial Day. Alternative #2 shows starting the same time with a scheduled spring break, and getting out a week later. There is a #3 is yet to come, Dr. Loeffelholz will share it as soon as it's ready.

2. Supplies List Information

Dr. Loeffelholz shared an idea about ordering school supplies online, the supplies would be shipped to the buildings as ordered.

3. Superintendent Contract for July 1, 2020-June 30, 2023

Dave Melick, Executive Director of Business and Human Relations spoke about how the process went for Dr. Loeffelholz's contract. Mr. Melick checked with our array of districts to compare where Dr. Loeffelholz stood with those districts, 3 districts are making decisions this month. The average increase in the array is 3.36%, the committee looked at this information to make a decision on what they wanted to offer for compensation. They settled on 2.46%. The Transparency Act was followed, Mr. Melick published the information, as required. Included in the information for comparison was that Kearney was compensating their superintendent 8%. The question was asked if his compensation should be in line with CPS's other administrators at 2.46%. Proposed compensation would put him at third behind Fremont and Kearney. Dr. Loeffelholz made a counter offer of 2.1%. He spoke to the board and shared his appreciation for all they have done for him, he feels very blessed and he has never needed to negotiate his salary until now. He also shared he wants to set a precedent for staff. The board appreciated the offer, Theresa Seipel said that will certainly help next year's negotiations, she also feels it says a lot to the community and staff regarding his commitment to our school district. Board Member Ken Curry says he thinks so much of Dr. Loeffelholz, and admires him and his leadership and reminds the others not to let him fall

behind his peers for all of his efforts with CPS. An amendment was made to the motion to change the percentage of the offer.

H. Items to be removed from the Consent Agenda

I. Consent Agenda

1. Approval of Minutes

2. Financial Reports M2, M3, M4a

Mr. Melick highlighted some of the items in the financial reports. Receipts were quite a bit higher, based on a good month of property tax receipts. The Nutrition Fund is extremely low, this is because numbers between meals served and meals charged need to match. March and April counts did not align, it has now been reconciled, and submitted. The account just about went negative, so funds were transferred. Special Building Fund is showing billing on the Kramer project and some communication expenses associated with students accessing wifi in our building parking lots.

Revenue is showing property tax payment was more than usual, State Aid is received 10 months of the year. There is a reimbursement for ELL grants.

Some expenditures are for the Lunch Fund and the Omaha World Herald for job postings. We have not been using the World Herald much because it isn't our greatest resource, we have saved a lot in using other resources. Three jobs were advertised in the World Herald for \$1000.00. Also, a payment to Paper 101-for white and colored paper for next school year. The carpet for Lost Creek project was paid out.

3. Financial Report M5

Mr. Melick shared a few of the expenditures on Financial Report M5. Commonwealth was paid for licenses and Quadiant Finance was paid for postage; several large mailings went out regarding COVID-19. Remind101 Inc. was paid their annual subscription fees, and TC Ceilings received payment for the Lost Creek project. Imagine Learning for student licenses for K-12 math resources and Home Depot Pro was paid for cleaning supplies and masks. Edgenuity is who we pay for Oddysey Ware. The City of Columbus Finance Dept. was paid for our portion of 1 quarter of school resource officers.

4.

5. Certified Personnel

6. Classified Personnel

7. Professional Travel

J. Acceptance of Gifts/Donations

K. Business Operations and Human Relations

## 1. Administrative Functions

### 1. Classified Staff Handbook 2020-2021

Mr. Melick updated the group on the changes that were made to the 20-21 handbook which included adding the board approved internal complaint process, the old reference was removed, text from the policy has been included. Bereavement leave was modified. Salary Schedule will be included. To ensure everyone in each building has access to the handbook copies will be left in each building's work room. It is always available online.

### 2. Teacher Handbook 2020-2021

Mr. Melick went over a very short list of changes to the Teacher's Handbook. The old Grievances and Complaints reference was replaced with the new and the modifications of Bereavement Leave was added.

### 3. Surplus

Cassette House is not using the chairs listed in the surplus request.

### 2. Updates

Mr. Melick updated the board on the Return To School Committee and LB1186. He also noted that this will be his last board meeting.

## L. Buildings & Sites/Technology

### 1. Administrative Functions

#### 1. Approval of ServiceMaster Contract for 2020-2021

Leonard Kwapnioski, Executive Director of Building/Sites and Technology talked about the 20-21 ServiceMaster Contract. There will be a 1% increase from last year. We received a \$4000.00 credit because of the pandemic and the change in work being done. They are interviewing for 2 open custodial positions, starting next week. He has included a pricing analysis, it shares some information in the event of losing someone for a long term absence.

#### 2. Updates

Mr. Kwapnioski updated the group on the finalization of the Lost Creek Project and said he would like to show off the work that was done there, if anyone would like to visit the building.

## M. Curriculum and Instruction

### 1. Administrative Functions

#### 1. Biology Resource Approval 2020

Dr. Amy Romshek, Executive Director of Curriculum explained the purchase of new Biology resources for CHS. This is a required course for all 9th graders. This purchase includes online/ digital access and 3 sets of hard copy texts. Two products were piloted to make the decision on this product. Funds are budgeted from curriculum accounts.

## 2. Solidworks II Curriculum

Dr. Romshek said that Solidworks II is an additional course being offered in the design technology. This is a computer aided drafting program. CPS purchased the program a few years ago with Perkins Funds.

### 2. Updates

Dr. Romshek shared that the Curriculum Dept. is very busy working with the Return To School Committees.

## N. Student Services

### 1. Administrative Functions

#### 1. B.I.S.T. Services Agreement

Jason Harris, Executive Director of Students Services and SPED gave a brief description of the BIST Service Agreement. This training is on how to respond to tier 2 and tier 3 behaviors. It includes 5 days of consultation with certified trainers that work with staff, they also consult on specific students. This is divided between the 7 buildings.

### 2.

#### 3. Contract for Music Therapy Services with Melissa J. Hyde, MT-BC

Mr. Harris spoke about the Music Therapy and the differences from other music teachers is this is tailored to the specific accommodations for higher needs students.

#### 4. Request for Extra Duty Pay for CPS Crisis Team Co-Leaders for 2020-2021

Mr. Harris shared the need for the request for extra duty pay for Crisis Team Leaders. He said these people are very valuable to him during a crisis, they help lead the team. They should receive a stipend as they go above and beyond for their help and leadership in these situations. They also assist in working on the handbook. Mr. Melick added information about other positions that are paid on the extra duty salary schedule. This is very similar to some other positions.

### 2. Updates

Mr. Harris said he is very busy with the Return To School Committee. They will have recommendations soon.

## O. Superintendent's Report

Jeanne Schieffer and Sandy Fisher from the Columbus Chamber of Commerce joined the meeting to ask for a special request from the Board. The Red, White, and Kaboom can not be held at Ag Park this year because it is closed. They would like to use the northern most field at CHS. It is a nice location with many parking lots in the area. They are looking at having the event as a drive in and park aerial show only. They will solicit funds for the show. It costs about \$20,000.00-\$30,000.00 for the 19 minute show. They would like to have the pyrotech come and assess the area. The committee would let businesses know how this

would work. Concerns about the clean up and people parking in places they don't want them to be parked. A lot of communication would need to go out regarding no alcohol on school property. The city has been contacted for police support. Tim Hofbauer said he would help with blocking off areas that they do not want people to park. This is something we can do for our community to get back to some normalcy. Dr. Loeffelholz said this would be a good community partner for CPS. He knows some folks will make bad choices. Board member Ken Curry feels we could get people to help with cleaning and directing traffic, etc. All agree to move forward to see if it would work out. A meeting with the City, Dr. Loeffelholz, and Mr. Kwapnioski to talk about logistics and planning is being scheduled.

The COVID-19 DHMs change from day to day, we are at phase III, many DHMs have been lifted. There are a lot of activities happening now, Dr. Loeffelholz is optimistic about being in school, pessimistic about numbers going up and having to call off school for a second time. Trying to prepare for the worst and hope for the best. Many area doctors are certain COVID-19 was here in December. He has also heard that vaccinations will be a 2 dose procedure. Graduation looks like a go with limited number of guests per student. July 16th for the Board Meeting will be live. Dr. Loeffelholz will be on vacation the beginning of July.

#### P. Board Sharing

The board thanked Mr. Melick for his years of service and shared their appreciation for his work. Thumbs up for all the work that is being done by the Return To School Committees. Doug Willoughby said credit goes to Dr. Loeffelholz for putting a great team together. Ken Curry said it is a great honor to sit on the stage at graduation and requested that Dr. Loeffelholz invite Mike Goos, past Board Member to be there for all of his time on the board. They thanked Dr. Loeffelholz for negotiating a lower raise for himself and said it speaks volumes about his dedication to CPS. Candy Becher, Board President said she can't say enough about the people volunteering for the Return to School Committees.

#### II. Adjourn

Meeting adjourned at 8:22pm.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, June 15, 2020.

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President

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Secretary

# Nebraska Open Meetings Act

**84-1407. Act, how cited.** Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public, inasmuch as citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 84-1415 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of the discussion of public business, formation of tentative policy, or the taking of any action of the public body; and (3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public hearing. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted in private. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and closed shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed session to only those purposes set forth in the motion to close and the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance, or formal action, but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes. (4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act. (5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.**

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled under the corporate limits of the municipality. The public body shall have the right to modify the

agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if: (a) Reasonable advance publicized notice is given; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used; (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference; (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and (e)(i) Except as provided in subdivision 2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing. Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of the governing body of a board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if: (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision 3)(f) of this section; (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, or entity or pool or at a place which will accommodate the anticipated audience; (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used; (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call; (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; (g) The telephone conference call lasts no more than five hours; and (h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call. Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the Daily Documentation 1st Quarter in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting. (5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken at such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day. (6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunication equipment.

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. (2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings. (3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself. (4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience. (5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state. (6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state, if only if: (a) A member of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members of the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and (g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation. (7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting. (8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. (2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public. (3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes. (4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours. (5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency. (6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action. (2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act. (3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section. (4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 6-3-19



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August 2020

Calendar grid for August 2020 with color-coded days.

August

- 6, 7 New Teacher Professional Development
10-24 Teacher Professional Development
24 1st Day Kindergarten (Half of Students)
24 1st Day Kindergarten (Other half of Students)
25 1st Day 10th, 11th, 12th Grades Only
26 1st Day 1st-9th Grades ONLY, Ele 11:45 Dismissal
26 1st Day Kindergarten Together

September 2020

Calendar grid for September 2020 with color-coded days.

September

- 7 Labor Day - No School
21 Teacher Professional Development - No School for Students
25 Ele Dismissal Only 11:45 - Teacher PD
25 Elementary Parent-Teacher Conferences
30 HS/MS Parent-Teacher Conferences

October 2020

Calendar grid for October 2020 with color-coded days.

October

- 1 Elementary/HS/MS Parent-Teacher Conferences
1 Teacher PD AM, Conferences PM -No School for Students No School
29 1st Quarter Ends - 43 days/MS ONLY -12:00 PM Dismissal
29 Elem/HS Full Day
30 Professional Work Day - No Students

November 2020

Calendar grid for November 2020 with color-coded days.

November

- 2 2nd Quarter Begins
16 Teacher Professional Development - No School for Students
25-27 Thanksgiving Break - No School

December 2020

Calendar grid for December 2020 with color-coded days.

December

- 23-31 Christmas Break - No School

January 2021

Calendar grid for January 2021 with color-coded days.

January

- 1 Christmas Break - No School
4 Teacher Professional Development - No School for Students
15 2nd Quarter Ends - 42 days/MS ONLY -12:00 PM Dismissal
15 Elem/HS Full Day
18 Teacher Professional Development - No School for Students
19 3rd Quarter Begins

February 2021

Calendar grid for February 2021 with color-coded days.

February

- 12 Ele Dismissal Only 11:45 - Teacher PD
16-18 Elementary Parent-Teacher Conferences
17-18 MS/HS Parent-Teacher Conferences
18 Teacher PD AM, Conferences PM-No School for Students
19 No School

March 2021

Calendar grid for March 2021 with color-coded days.

March

- 17 3rd Quarter Ends - 41 Days
17 MS ONLY -12:00 PM Dismissal - Extended Academic Time PM
17 Elem/HS Full Day
18-19 Spring Break
22 Professional Work Day - No Students
23 4th Quarter Begins

April 2021

Calendar grid for April 2021 with color-coded days.

April

- 1-2 No School - Easter Break

May 2021

Calendar grid for May 2021 with color-coded days.

May

- 19 Final Senior Attendance Day
19 Elem/HS 11:45 Dismissal - Teacher PD
19 MS ONLY -12:00 PM Dismissal - Extended Academic Time PM
19 4th Quarter Ends - 41 days
19 Final Senior Attendance Day
20 Professional Work Day - No Students
23 Graduation

Key: Legend for calendar colors and dates. Published by: Columbus Public Schools, 2508 27th Street, Columbus, Nebraska, Phone: 402-563-7000

High School Hours - 8:10 a.m. - 3:40 p.m.
Wednesday Early Dismissal - 2:35 p.m.
Middle School Hours - 8:00 a.m. - 3:30 p.m.
Wednesday Early Dismissal - 2:35 p.m.
Elementary School Hours - 8:00 a.m. - 3:25 p.m.
Wednesday Early Dismissal - 2:15 p.m.

43
42
40
41 22
166 188

Calendar Facts
•There are 174 student contact days in the calendar.
•The last day of school is scheduled for May 20th.
•The district may start at 10:00 a.m. due to inclement weather.
•Students will have to make up days of attendance if the the district accumulates 3 or more days due to weather.

<u>Qtr.</u>	<b>K-5</b> <u>Days</u>	<b>6-8</b> <u>Days</u>	<b>9-12</b> <u>Days</u>
1	43.0	43.0	43.0
2	44.0	44.0	44.0
3	41.0	41.0	41.0
4	<u>46.0</u>	<u>46.0</u>	<u>46.0</u>
	174.0	174.0	174.0
	188.0	188.0	188.0
	<b>Pre-School</b>		
<u>Qtr.</u>	<u>Days</u>		
1			
2			
3			
4			

Dates

August 12 - October 15

October 19 - December 22

January 6 - March 5

March 16 - May 20

Student Days

Teacher Contract Days

Dates

- First Day

- Last Day

Months

- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

**Month Names:**  
This named range (months) is used as the input for the combo box.

startDate 8/1/20

**The Start Date:**  
This named formula (*startDate*) is the first day of the first month in the yearly calendar, defined by the *month* and *year* chosen by the user.

**Method for creating a monthly calendar without using arrays**

August 2020						
	Sun	Mon				Sat
	1	2				7
1						1
2	2	3				8
3	9	10				15
4	16	17				22
5	23	24		26	27	28
6	30	31				29

**How it Works:**  
This calendar is included to show how the more complex array function works. Note the use of mixed absolute and relative references that enable you to copy the formula down and across. This is basically what the array formula is doing for you.

monthNames	startDates
August	8/1/20
September	9/1/20
October	10/1/20
November	11/1/20
December	12/1/20
January	1/1/21
February	2/1/21
March	3/1/21
April	4/1/21
May	5/1/21
June	6/1/21
July	7/1/21
August	8/1/21
September	9/1/21
October	10/1/21
November	11/1/21
December	12/1/21
January	1/1/22
February	2/1/22
March	3/1/22

Adding additional months

April	4/1/22
May	5/1/22
June	6/1/22
July	7/1/22
August	8/1/22
September	9/1/22

**Adding additional months:**  
Insert a new row (before the last month in the list) and copy the formulas down.

## Using arrays

August 2020

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



August 2020

Calendar grid for August 2020 with days of the week and dates.

August

- 6, 7 New Teacher Professional Development
10-24 Teacher Professional Development
24 1st Day Kindergarten (Half of Students)
24 1st Day Kindergarten (Other half of Students)
25 1st Day 10th, 11th, 12th Grades Only
26 1st Day 1st-9th Grades ONLY, Ele 11:45 Dismissal
26 1st Day Kindergarten Together

September 2020

Calendar grid for September 2020 with days of the week and dates.

September

- 7 Labor Day - No School
21 Teacher Professional Development - No School for Students
25 Ele Dismissal Only 11:45 - Teacher PD
25 Elementary Parent-Teacher Conferences
30 HS/MS Parent-Teacher Conferences

October 2020

Calendar grid for October 2020 with days of the week and dates.

October

- 1 Elementary/HS/MS Parent-Teacher Conferences
1 Teacher PD AM, Conferences PM -No School for Students
2 No School
29 1st Quarter Ends - 43 days/MS ONLY -12:00 PM Dismissal
29 Elem/HS Full Day
30 Professional Work Day - No Students

November 2020

Calendar grid for November 2020 with days of the week and dates.

November

- 2 2nd Quarter Begins
16 Teacher Professional Development - No School for Students
25-27 Thanksgiving Break - No School

December 2020

Calendar grid for December 2020 with days of the week and dates.

December

- 23-31 Christmas Break - No School

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Calendar grid for January 2021 with days of the week and dates.

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Calendar grid for February 2021 with days of the week and dates.

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17-18 MS/HS Parent-Teacher Conferences
18 Teacher PD AM, Conferences PM-No School for Students
19 No School

March 2021

Calendar grid for March 2021 with days of the week and dates.

March

- 9-13 Spring Break
25 3rd Quarter Ends - 41 Days
25 MS ONLY -12:00 PM Dismissal - Extended Academic Time PM
25 Elem/HS Full Day
26 Professional Work Day - No Students
29 4th Quarter Begins

April 2021

Calendar grid for April 2021 with days of the week and dates.

April

- 1-2 No School - Easter Break

May 2021

Calendar grid for May 2021 with days of the week and dates.

May

- 26 Final Senior Attendance Day
26 Elem/HS 11:45 Dismissal - Teacher PD
26 MS ONLY -12:00 PM Dismissal - Extended Academic Time PM
26 4th Quarter Ends - 41 days
26 Final Senior Attendance Day
30 Graduation

Key: Legend for calendar symbols (Early Dismissal, Professional Development, etc.) and publication information for Columbus Public Schools.

High School Hours - 8:10 a.m. - 3:40 p.m.
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4	<u>46.0</u>	<u>46.0</u>	<u>46.0</u>
	174.0	174.0	174.0
	188.0	188.0	188.0
	<b>Pre-School</b>		
<u>Qtr.</u>	<u>Days</u>		
1			
2			
3			
4			

Dates

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2	2	3				8
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4	16	17				22
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April	4/1/21
May	5/1/21
June	6/1/21
July	7/1/21
August	8/1/21
September	9/1/21
October	10/1/21
November	11/1/21
December	12/1/21
January	1/1/22
February	2/1/22
March	3/1/22

Adding additional months

April	4/1/22
May	5/1/22
June	6/1/22
July	7/1/22
August	8/1/22
September	9/1/22

**Adding additional months:**  
Insert a new row (before the last month in the list) and copy the formulas down.

## Using arrays

August 2020

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

## Superintendent Pay Transparency Notice—Proposed Contract: Troy Loeffelholz

Notice is hereby given that Columbus Public Schools had approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting held on June 15, 2020 via Zoom.

After the 2020-21 school year, how many years remain on the contract: (Column F must be completed if additional years remain on contract.)

2

The estimated costs to the district for the 2019/20 year and future years are listed below:

	2020-21 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
<b>Base Pay for the Total FTE</b>	\$ 229,700.00	\$ 459,400.00	\$ 689,100.00
<b>Compensation for activities outside of the regular salary:</b>			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
<b>Benefits and Payroll Costs Paid by district:</b>			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 2,224.00	4448	\$ 6,672.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>	\$ 24,148.00	48296	\$ 72,444.00
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u></i>	\$ 44,677.00	\$ 89,354.00	\$ 134,031.00
• <i>District's share of retirement, FICA and Medicare</i>			\$ -
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 805.00	\$ 1,610.00	\$ 2,415.00
• <i>Cell Phone/Internet reimbursement</i>	\$ 1,800.00	\$ 3,600.00	\$ 5,400.00
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
<b>Totals:</b>	<b>\$ 309,354.00</b>	<b>\$ 618,708.00</b>	<b>\$ 928,062.00</b>

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Platte County School District 0001, a/k/a Columbus Public Schools**, hereinafter referred to as “the Board,” and Troy Loeffelholz, Ed.D., hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with actions taken by the Board as recorded in the minutes of the Board of Education meeting held on the 15<sup>th</sup> day of June, 2020, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of three (3) years beginning on the 1st day of July, 2020 and expiring on the 30th day of June, 2023. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

- a. Superintendent’s Notice of Intent to Extend. The Superintendent shall, between December 15, 2020 and February 15, 2021, give the President of the Board a “Superintendent’s Notice of Intent to Extend,” which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent’s Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.
- b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent’s Notice of Intent to Extend, the Board shall have until on or before March 15 each year to give the Superintendent a “Notice of Intent to Not Extend,” which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15<sup>th</sup>.

**2. Salary.** The salary for the 2020-2021 contract year shall be \$229,700, a total package increase of 2.46%. The salary for the second year of the contract (2021-2022) and for the third year of the contract (2022-2023) shall be determined prior to the beginning of those years of employment. However, the Board may reopen this negotiation dependent upon funding for the district. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be

considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. **Leave Benefits.** Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. **Vacation:** The Superintendent shall be allowed twenty five (25) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). This increase is based on longevity in the position and District, and is not intended to influence other administrators' current contracts or future Superintendent's contracts.
2. **Carry-over and Accumulation of Vacation Days:** Vacation is to be used during each contract year. Unused vacation may not be carried over from one leave year to the next succeeding leave year unless approved by the Board of Education under extenuating circumstances. The Board may grant an extension of unused Vacation Days dependent on the expectations of the position. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay (per diem based on salary only) at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. **Sick and Personal Leave:** The Superintendent shall receive sick leave and personal leave the same as is provided to certificated employees as provided in the negotiated agreement between the District and the Columbus Education Association
4. **Holidays:** The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
5. **Log:** The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

B. **Health & Dental Insurance:** The District will pay the Superintendent's cost of health and dental insurance for the Superintendent, the Superintendent's spouse, and children, through the District's group insurance plans.

- C. Annual Physical: The District will pay the Superintendent's cost for an annual physical with his or her family physician.
- D. Life Insurance: The District shall provide the Superintendent with a term life insurance policy insuring the life of the Superintendent payable to the Superintendent's designated beneficiaries. The benefit amount shall be two times the Superintendent's annual salary, rounded to the nearest hundred thousand. The life insurance company shall be the District's group provider.
- E. Vision Insurance: The District will pay the Superintendent's cost of vision insurance for the Superintendent, the Superintendent's spouse, and children, through the District's optional insurance plan.
- F. Meetings and Dues: The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties. The expenses of attendance at professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the District consistent with Board policies.  
The District shall pay the annual membership dues of the Superintendent in the Nebraska Council of School Administrators and the American Association of School Administrators. Payment of dues for other professional organizations may be approved by the Board upon the Superintendent's request.
- G. Transportation Expenses: The District will pay the Superintendent a vehicle allowance of Five Hundred Dollars (\$500.00) per month for in-district travel in the performance of the Superintendent's duties in lieu of reimbursement for expenses for such travel. For purposes of determining the extent to which the vehicle allowance is taxable, if any, the Superintendent shall be responsible for maintaining documentation of the actual expenses incurred related to travel in the performance of the Superintendent's duties. For out-of-district travel, to the extent a school vehicle is not provided or is not available to the Superintendent, the Superintendent shall be reimbursed for the use of the Superintendent's personal vehicle in the performance of the Superintendent's duties at the mileage reimbursement rate established by the Department of Administrative Services under State Statute Section 81-1176 in effect at the time of the travel.
- H. Cell Phone: The District shall provide the Superintendent a monthly stipend for cell phone and service, for use in performing the Superintendent's duties.
- I. Indemnification: The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
- J. Other Fringe Benefits: The Superintendent may be provided other benefits provided for in the negotiated agreement between the District and the Columbus Education Association negotiated agreement to the extent the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

**6. Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**7. Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract termination or amendment may occur

for reason of a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**8. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**9. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**10. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before May 1, 2018 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this ____ day of June, 2020.</p> <p>_____</p> <p>Troy Loeffelholz, Ed.D., Superintendent</p>	<p>Executed this ____ day of June, 2020.</p> <p>Board of Education of Platte County School District 0001, a/k/a Columbus Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Secretary</p>
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Committee As A Whole  
Monday, May 11, 2020 5:30 PM Central

Administration Building  
2508 27th Street  
Columbus, NE 68601

Candace Becher: Present  
Ken Curry: Absent  
Michael Jeffryes: Present  
Doug Molczyk: Present  
Theresa Seipel: Present  
Douglas Willoughby: Present  
Present: 5, Absent: 1.

## I. Committee As A Whole

### I.A. Call to Order

### I.B. Roll Call of Board

To excuse Mr. Curry due to medical reasons. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Ken Curry: Absent, Candace Becher: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 5, Nay: 0, Absent: 1

### I.C. Pledge of Allegiance

### I.D. Notice of Open Meeting Posted

#### I.D.1. President insures all can hear proceedings

### I.E. Presentations

#### I.E.1. Maintenance/Transportation/Tech Presentation

Leonard Kwapnioski, Director of Building and Sites/Technology asked how many furnace filters are maintained in the district? The answer was 1617/quarter, 6500 per year, CHS has 850 alone. Mr. Kwapnioski talked about routine maintenance projects keeping up with all the maintenance, mowing and building projects throughout the district, they will be able to accomplish more this year because of the closure. A yearly service is re-grooming the turf field, the same group that installed the field will come out to do this work, it will take 2 to 2.5 days to complete this process. John Harger cleans out the strainers every year for the HVAC system. There will be elevator inspections and fire inspections at all sites and striping of parking lots. The Lost Creek project has been ongoing, ceilings, floors, new cabinetry in the library, they have been changing out ceiling tiles. The polishing of concrete in the great hall will be completed by the end of the week. The chillers at CMS will be replaced after May 19, 2020, this project needs to be complete in time for summer school. Painting projects are on the schedule. There is work being done in all network closets. Work has been done at Centennial to improve the appearance of the front of the building, clean up, fence removal, landscape and some additional concrete. Mr. Kwapnioski shared that West Park was in need of a new boiler system which has been added saving on heating and

cooling. They have been pouring islands after the removal of the trees at CHS. The West Park parking lot and recoating of the warehouse roof have been projects that have been done. They continue to work on inside demolition at Kramer on rainy days. The more our team does, the less that will need to be paid out later.

Mr. Kwapnioski updated on the meetings with the architects regarding the Kramer Education Center, the initial bid came in 2.5 times our budget, after meeting with them and several phone calls, they were sent to do some re-figuring with what our basic needs are to stay within the budget. There is another meeting scheduled next week. The community is happy about how the ground around Kramer is looking, staff has gotten some grass growing and put weed killer down.

There is always a list to tackle for the summer, this includes making some decisions on the Lost Creek project, the North Park parking lot, there is a design, however some drainage solutions will need to be looked at with the city. The parking lot will have spaces for about 100 cars, the neighbors have not been happy about staff parking on the street. He said with this design, it will look similar to the Centennial front parking lot.

More information was shared on the first design received from the architects, they created three parts, pre-school, daycare and a courtyard between. They were consistent in making sure there was natural light in every room. Mr. Kwapnioski said there are other options for natural light without having an outside window for each classroom. They developed a building with 34 corners which brought the price up. Dr. Loeffelholz told them to look at what we can afford without being too fancy and utilize the space in the current building. They talked about adding a wing for daycare later. Pre-school is the most important board goal. What kind of direction did we give them to create the first draft? Troy said we gave them the whole program, they made it aesthetically pleasing. We can get the pre-school built for the 5 million, but it was not good for future additions. The conversations have been about what our needs are as opposed to what we want. They were also using rates that would be typical in Omaha, which is not the going rate in our area.

Mr. Kwapnioski had another piece of trivia for the group, how many acres does the maintenance staff mow weekly district wide? The answer is 85 acres, 95% of that is irrigated.

He also talked about the transportation strategic plan which was to start replacing the vehicles, which has been happening accordingly. Our current situation has had a lot less use for many of our busses, vans. He mentioned that we hired Brian Standley as our mechanic, he has been a great asset, he is able to drive busses, he mows where needed, available for any help in the department. Mr. Kwapnioski shared that we will need a new over the road bus soon, the plan will be to look at something similar to what Lakeview did. CPS has 3 regular busses that go out of town. Maintenance vehicles do not travel out of town and will not be replaced until absolutely necessary. The new truck that was ordered has not been delivered because of the shut-down.

More trivia from Mr. Kwapnioski, how many computers does CPS have district wide? 5500 devices between staff and students, this does not include printers. Tech has been working on a network update, we have a 2-gig circuit at this time, upgrading to a 5-gig circuit, this will save money, we could upgrade to a 10-gig circuit if need be. Mr. Kwapnioski has a contracted price for that, he does not believe it is warranted at this time. He says we do have people using our wireless internet access points regularly. All digital learning repairs on student devices are done daily, we do an exchange if needed. Tech is keeping student

devices available within 24 hours. The insurance policy has served us well. He gave an update on Synergy and Wordware, there is lots of training happening at this time for Suzanne and Tami. Planning to go live July 15, 2020. Teacher trainings are being planned at this time. Everyone has been happy with what they have been seeing.

#### I.E.2. Civics Committee Report

Dr. Loeffelholz, Superintendent gave an update on the Civics Committee meeting. By statute the committee is required to meet twice a year to be sure the civics curriculum is being met. The student project CPS teachers have decided on is for the students to attend a Board of Education meeting via all social distancing rules.

#### I.E.3. Change of High School Schedule

Dave Hiebner, CHS Principal proposed a change in next year's high school schedule and CHS administration is seeking board approval. Mr. Hiebner has taken a long look at the current schedule and has had many opportunities to experience the current schedule, 3 days regular periods and 2 block schedule days. This includes LEAD time on Wednesdays and homeroom on Tuesdays. Administration conducted a Staff Survey which included many questions about the schedule. Across the state there is a large mixture of schedules being used. There are benefits and drawbacks to the CHS schedule. Also, many questions arise, should intervention time be part of the bell schedule? Should LEAD Time be kept in its current format? The survey gave staff an opportunity to voice concerns. Mr. Hiebner says the survey showed the benefits of the current schedule are outweighed by negatives. Staff believes intervention time is necessary. A Student Survey was also conducted with these takeaways, Tuesdays are too long, extended days are longer class periods very difficult to focus. Students have opinions regarding study halls that need to be addressed.

Mr. Hiebner shares that moving forward these are the priorities, looking for a 7-period day every day, Intervention/Advisement/Guided Study/Homeroom needs to happen at least 4 times a week. Students need make up time, with the current schedule a student may be 3 weeks away from assessment and doesn't have enough class times to be consistent enough to be ready.

The Process Shared Drafts asked staff to deliberate and discuss, comments shared with a member of CHS-PLC team.

Building relationships with our students is a big priority, our current schedule doesn't allow for as much of that as needed. CHS would like to keep seniors all year and have less mid-term graduates. Also, he really wants the staff and students to understand the schedule. Students will benefit by being able to align better with CCC and Scotus schedules, for those students that receive instruction at CHS and CCC. Mr. Hiebner said we have some students who are in the building 12 hours a day, we don't ask staff to work for 12 hours a day. Staff will benefit as well for planning time. He also mentions finding subs for Tuesdays and Wednesday is very difficult. CHS would be able to serve more of our alternative education students with a 7-period schedule, keeping CPS students in our buildings is a priority. Homeroom time is very important to share information, administer surveys, it's a built-in time frame for some of the issues and tasks that come up. Staff that have labs, such as science and STEM are on board with the change and see the benefit. Graduation credits would not need to be changed. CHS Administration is still in the process of designing what that homeroom/advisement time would look like or what would be accomplished. Looking at a few classes that double periods work well, it would be very limited, it is a slippery slope

to allow even 1. Jobsite time may need double periods however, Mr. Hiebner believes with some changes to instructional strategies it could work. A 7-period day also aligns much better with outside entities.

#### I.F. Board Special Functions

##### I.F.1. NDE Affidavit for School Hours

Dr. Loeffelholz talked about the approval of the affidavit at the last meeting at the suggestion of the school attorneys, now NDE is requiring their own affidavit for the same request. We will be filing the NDE form.

##### I.F.2. Overall Administrative Package Increase of 2.46% for the 2020-2021 school year.

Dr. Loeffelholz shared the administrative increase to consider 2.46%.

#### I.G. Consent Agenda

##### I.G.1. Approval of Minutes

##### I.G.2. Financial Reports M2, M3, M4a

Dave Melick, Director of Business Operations and Human Resources updated the board on the financial reports for the month of April. Cash balances are in good shape in all of the funds. Property tax looks good but looking forward we don't know. Other cash revenue mentioned from the report was the Homestead Exemption, the Childhood Endowment Grant, the Title III LEP Grant, which is a reimbursement of costs that we had last school year. NDE has been slow but we are getting them.

Financial Report 4a is much shorter, Mr. Melick said he put a slow down on spending at the end of March. Comments on the Father Flanagan's payment, students are still receiving services, cost was more than usual. Other payments noted were CPSI fees for Edupoint. Control Management, for boiler replacement and Gilmore and Bell.

##### I.G.3. Certified Personnel

Dr. Loeffelholz shared the Certified Personnel, noted Jacob Belvery coming back to CHS, Amanda Moseman has been hired, Mrs. Hiebner is moving to CMS, which created an opening at Lost Creek. The Motz's are moving back to Lincoln. Stacy Roberts is taking Andrea Frey's Media Specialist position.

##### I.G.4. Classified Personnel

Dr. Loeffelholz commented on the retirement of 3 custodial staff resignations, hoping to find some good maintenance people.

##### I.G.5. Professional Travel

Dr. Loeffelholz shared the Travel Report, although no one is actually traveling, some virtual conferences need to be paid.

#### I.H. Acceptance of Gifts/Donations

Dr. Loeffelholz shared the Foundation Report, \$86,518.47 total contributions for April, most of this amount were funds funneling through Community and Family Partnership.

#### I.I. Business Operations and Human Relations

### I.I.1. Policies

### I.I.2. Administrative Functions

#### I.I.2.1. Classified Salary Schedule 2020-21/3.5% Increase

Mr. Melick said that the Classified Salary Schedule reflects the new amounts with the 3.5% increase. The other change on the schedule is a column for kitchen managers, these are full time positions with more responsibilities for accounting for meals served and balancing money intake each day.

### I.I.3. Updates

Mr. Kay will start doing some work with us,

Total meals distributed to date 104,514, this is something good we are doing.

#### I.I.3.1. Damage Inventory/Estimated Cost for FEMA

Mr. Melick shared the document set up to account for costs that CPS has incurred to date for FEMA. This inventory is to try to recoup money spent on expenses such as the wireless access points, food service prep for lunches, signs on playgrounds, consumable supplies, masks, gloves, disinfectant wipes, curriculum work for remote learning, interpretation/translation services. This information was sent into FEMA as instructed, we have heard nothing so far, he said we have to submit to have a chance.

## I.J. Buildings & Sites/Technology

### I.J.1. Administrative Functions

### I.J.2. Updates

## I.K. Curriculum and Instruction

### I.K.1. Administrative Functions

#### I.K.1.1. K-4 Health Curriculum

Dr. Amy Romshek, Director of Curriculum shared the changes in the K-4 Health Curriculum, in the past this instruction has been done during the science block. The new standards have additional instruction that is too much to accomplish during science so it will now be included in the PE block. Dr. Romshek said in reviewing materials they found the current text is outdated. The curriculum needed to be a digital resource. They found HealthSmart met the criteria with an overview for each grade level, learning goals included are safety, nutrition, tobacco and alcohol prevention, and growth and development. Dr. Romshek said this has nice resources, offers prepared powerpoint presentations, posters and classroom activities. This curriculum is all digital, the teacher will need a screen and a projector. The purchase provides materials for every grade level. The cost is \$4769.70/year. Location of instruction will be decided by the principal and teacher at each building. Each building will have options for space to use, they may use the media center, music rooms may be available, or students' classroom. PE teachers are a little anxious but see the value.

### I.K.2. Updates

## I.L. Student Services

## I.L.1. Administrative Functions

### I.L.1.1. Global Therapy Contract for Non-Public Students 2020-21

Jason Harris, Director of Student Services/SPED shared the new Global Therapy contract, CPS is currently finishing its first year using this online therapy for non-public students. The cost has increased because he is projected to have 60 students, last year there were 48. The same computers will be used, the other expense is the hire of a 12-hour person to help with evaluations. This cost covers 2 people based on the amount of students we are serving.

## I.L.2. Updates

Mr. Harris said he has been selected to work on a compensatory committee for SPED during the COVID-19. He will bring more information to the board about how it may impact CPS. The committee will be discussing a timeline for after fully opening schools SPED parents could request compensatory education. Some districts may need to make up some educational opportunities. Mr. Harris does not think CPS will have much to make up because we are offering a lot of services. This would need to be done in the evenings, weekends and/or breaks.

Mr. Harris updated the group on how the Summer Sizzling Enrichment Program will look this year. They will be providing early literacy bags for K-2, the program typically serves 60 students, they will have bags for anyone, K-2 that wants to pick up a bag during lunch pick up.

He also shared that the C4K program used remaining grant money for providers, Sara Colford prepared thank you notes and purchased \$10.00 Broken Mug giftcards. Mr. Harris also wanted the board to know the Crisis Response Team was available after the death of Rick Benson. They did visit with some of the student golf athletes and parents. The team will also be available following the funeral via ZOOM.

## I.M. Superintendent's Report

Distance Learning Survey

Internet Connection Survey

Fall Planning Sessions - Admin. Team + Staff

Senior Check-in this week

**Things I've learned on Zoom**

**No one wants to be first to join**

**It looks like I am looking at the Brady Bunch**

**People like to fix their hair**

**People are fidgety to look right.**

## I.N. Board Sharing

Board Sharing at May 18th meeting.

## I.O. Adjourn

Motion to adjourn. Passed with a motion by Theresa Seipel and a second by Michael Jeffryes.

Ken Curry: Absent, Candace Becher: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea,  
Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 5, Nay: 0, Absent: 1

The board adjourned at 7:30pm.

I, the undersigned, being in the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Committee As A Whole School Board meeting of Monday, May 11, 2020.

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President

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Secretary

Regular Meeting  
Monday, May 18, 2020 5:30 PM Central

Administration Building  
2508 27th Street  
Columbus, NE 68601

Candace Becher: Present  
Ken Curry: Present  
Michael Jeffryes: Present  
Doug Molczyk: Present  
Theresa Seipel: Present  
Douglas Willoughby: Present  
Present: 6.

## I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Mission Statement

Mike Jeffryes read the Mission Statement.

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.G.1. Change of High School Schedule

The Superintendent recommends the Board approve the CHS Schedule Change. Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Dave Hiebner, CHS Principal gave a brief summation on the benefits of the schedule change for CHS. They are looking at some options that include intervention time at least 3 times per week. The opportunity for students to build relationships with staff members who will be an advocate to that child is a priority. The current schedule does not offer staff planning time on Tuesdays or Wednesdays, time is needed for planning and meetings with staff. A 7-period day offers more opportunities for alternative education for students with those needs. Students and staff have all requested some type of study hall opportunity, that will also be part of the planning in the new schedule. The question for study halls are, how staffing will work and spaces that may work best. There may be a rotating type schedule for teachers monitoring or it may be specific staff members for specific subjects. Mr. Hiebner said there will be many students who are enrolled in AP or upper level courses that will take advantage of a study hall.

I.G.2. Overall Administrative Package Increase of 2.46% for the 2020-2021 school year. The Superintendent recommends that the Board approve the Overall Administrative Package Increase of 2.46% for the 2020-2021 school year. Passed with a motion by Michael Jeffryes and a second by Doug Molczyk.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

Dr. Troy Loeffelholz, Superintendent is recommending this 2.46% total package increase for administrators. The increase will range from \$1200.00-\$3000.00 for individuals. Administration is not a recognized negotiating entity, in the past we have settled anywhere from a quarter to a percent below the teachers negotiated agreement. A comparison is more difficult with other districts because there are many mitigating factors, years of experience in those positions, benefits can be very different within districts. Board Member, Theresa Seipel mentioned because of COVID-19, some districts are handling salary increases differently. There are 13 districts in our array, Waverly is discussing a salary freeze, Gretna has not made a decision yet, Ralston Superintendent is taking the EHA health and dental premium increase as his salary increase, seven other districts have not settled. The CPS total increase for 21 administrators is \$29,000.00 this year.

Ken Curry, Board Member says leadership is critical, they need to know they are well valued. Local receipts are coming in low right now. Dave Melick, Director of Business Operations and Human Resources said when discussing increases, CPS stays midpoint with the array of other districts. Chris Nelson from Kearney and NDE, share a report each year, the report shows credentials, years experience, benefits and salary for administrators. Mr. Melick said the salary piece is what the focus is in looking for balance. CPS administrators pay NPERS, CPS provides full family health and dental for all administrators.

## I.H. Recognitions

### I.I. Items to be removed from the Consent Agenda

#### I.J. Consent Agenda

Motion to approve the consent agenda. Passed with a motion by Douglas Willoughby and a second by Ken Curry.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

#### I.J.1. Approval of Minutes

#### I.J.2. Financial Reports M2, M3, M4a

#### I.J.3. Financial Report M5

Mr. Melick shared a few payments that were made last month, Mid-American Research Chemical is for chemicals used for summer cleaning, Perry, Guthery, Haase & Gessford P.C. is for legal expenses, and Staples for office supplies. Typical expenses for this time of year.

#### I.J.4. Certified Personnel

#### I.J.5. Classified Personnel

## I.J.6. Professional Travel

### I.K. Acceptance of Gifts/Donations

The Superintendent recommends that the Board accept the attached gifts/donations Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

## I.L. Business Operations and Human Relations

### I.L.1. Administrative Functions

#### I.L.1.1. Classified Salary Schedule 2020-21/3.5% Increase

The Superintendent recommends that the Board approve Classified Salary Schedule 2020-21/3.5% Increase, as submitted. Passed with a motion by Theresa Seipel and a second by Doug Molczyk.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

Mr. Melick explained each kitchen has a manager, their responsibilities include making sure menus meet all the criteria, that daily meal counts are correct, they also do some ordering to keep up the supply of fruit and vegetables. All kitchen managers are CPS staff.

### I.L.2. Updates

## I.M. Buildings & Sites/Technology

### I.M.1. Administrative Functions

### I.M.2. Updates

## I.N. Curriculum and Instruction

### I.N.1. Administrative Functions

#### I.N.1.1. K-4 Health Curriculum

The Superintendent recommends the Board approve the K-4 Health Curriculum, as submitted. Passed with a motion by Doug Molczyk and a second by Candace Becher.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

### I.N.2. Updates

## I.O. Student Services

### I.O.1. Administrative Functions

#### I.O.1.1. Global Therapy Contract for Non-Public Students 2020-21

The Superintendent recommends that the Board approve the Global Therapy Contract for Non-Public Students 2020-21, as submitted. Passed with a motion by Theresa Seipel and a second by Doug Molczyk.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

Jason Harris, Director of Student Services/SPED shared a brief overview of the Global Therapy Contract, CPS will be utilizing this company for the 2nd year.

## I.O.2. Updates

### I.P. Superintendent's Report

Dr. Loeffelholz said Chip Kay sat in on the Director's meeting and is in attendance at tonight's board meeting, he completed hiring documents today. Dr. Loeffelholz also spoke about information coming from the Commissioner of Education regarding food service and executive orders from the Governor. Dr. Loeffelholz shared the recommendations for fall planning from Dr. Pour regarding masks for every student, sanitation stations, box lunches for eating in classrooms, etc. Orders for masks and thermometers are being researched now. He also mentioned that the USDA waiver was extended until August 31. The Summer Lunch Program will begin on June 8th, sites are Lost Creek, CMS and Centennial. The CARES Act, and NDE funding was mentioned. Also, discussion regarding the last meeting with the BCDM Architects, cost was decreased substantially. Dr. Loeffelholz believes the pre-school and the outer shell can be done for 5 million with the plan to phase in the other programs. Planning to get more detail to narrow cost. Next board meeting will be June 15. The July calendar looks good for the meeting to take place on the 13th.

Mr. Hiebner gave some background on the new hire for the basketball coach position. Mr. Hitchcock was an assistant at Lincoln NE, massive positive turnaround, he played a major role in the positive change. CHS was looking for someone who could build relationships with our kids. Major in business administration and a minor in history, he will teach in a social science position, possibly sociology, economics. He came highly recommended from the basketball community.

### I.Q. Board Sharing

The Board shared thoughts about changes in life with the COVID-19 shut down, graduation events with social distancing, welcome to Chip Kay. Shout out to teachers and all the hard work with online learning. Shared appreciation for the leadership and all involved in making sure our students had a great 4th quarter.

## II. Executive Session

Motion to go into Executive Session. Passed with a motion by Ken Curry and a second by Doug Molczyk.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

motion to come out of executive session and adjourn Passed with a motion by Theresa Seipel and a second by Candace Becher.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea,  
Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 6, Nay: 0

II. Adjourn

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Committee As A Whole School Board meeting of Monday, May 18, 2020.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Columbus Public Schools  
 Summary of Cash Balances  
 May 31, 2020

DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
Attachment M4a			\$ 3,374,627.25		
Attachment M5 (prior Bd Mtg)			\$ 94,970.81		
<b>GEN FUND - GREAT PLAINS STATE BANK</b>	\$ 2,127,929.94	\$ 8,060,749.07	\$ 3,469,598.06	\$ 6,719,080.95	\$ 4,075,420.26
Dividends		\$ 2,866.68			
Management Fees			\$ 249.93		
Investment Loss			241.66		
<b>GENERAL FUND - FNB TRUST</b>	\$ 931,479.60	\$ 2,866.68	\$ 491.59	\$ 933,854.69	\$ 910,781.38
<b>PAYROLL - PINNACLE BANK</b>	\$ 292,503.22	\$ 3,224,783.38	\$ 3,198,867.77	\$ 318,418.83	\$ 256,363.50
<b>PAYFLEX - PINNACLE BANK</b>	\$ 32,313.04	\$ 11,399.71	\$ 7,238.32	\$ 36,474.43	\$ 19,022.27
Dividends		\$ 2,231.30			
Management Fees			\$ 384.20		
Investment Loss/Gain					
<b>DEPRECIATION - FNB</b>	\$ 1,447,781.73	\$ 2,231.30	\$ 384.20	\$ 1,449,628.83	\$ 1,559,210.45
Administration	\$ 564,932.18	\$ 2,123.86	\$ 445.79	\$ 566,610.25	\$ 581,966.90
Middle School	\$ 90,228.32	\$ 316.43	\$ 321.72	\$ 90,223.03	\$ 64,484.43
High School	\$ 401,242.70	\$ 14,295.06	\$ 14,658.53	\$ 400,879.23	\$ 386,949.30
<b>ACTIVITY FUNDS - COLUMBUS BANK</b>	\$ 1,056,403.20	\$ 16,735.35	\$ 15,426.04	\$ 1,057,712.51	\$ 1,033,400.68
Student Meals		\$ 2,106.19			
Federal Reimbursement		\$ 94,382.62			
Rct to Expenditures		\$ 5,000.00			
Interest Income		\$ 189.54			
<b>NUTRITION FUND - CORNERSTONE BANK</b>	\$ 145,069.19	\$ 101,678.35	\$ 246,195.81	\$ 551.73	\$ 281,985.23
Platte County Treasurer		\$ 993,821.59			
Butler County Treasurer		\$ 3,298.80			
Dividends		\$ 876.07			
Management Fees			\$ 265.21		
Investment Loss			\$ 12.15		
<b>BOND FUND - FNB</b>	\$ 997,936.98	\$ 997,996.46	\$ 277.36	\$ 1,995,656.08	\$ 1,039,112.69
Dividends		\$ 1,394.75			
Management Fees			\$ 107.60		
Investment Gain		\$ 492.75			
<b>SPECIAL BLDG FUND - FNB TRUST</b>	\$ 396,132.22	\$ 1,887.50	\$ 107.60	\$ 397,912.12	\$ 490,104.39
BCDM Architects			\$ 16,250.00		
Commonwealth Communications			\$ 10,942.35		
Prime Communications			\$ 24,330.86		
<b>SPECIAL BLDG FUND - BANK OF THE VALLEY</b>	\$ 504,423.30	\$ 294,837.53	\$ 51,523.21	\$ 747,737.62	\$ 11,621.94

Columbus Public Schools  
General Fund Revenue Detail  
May 31, 2020

Account Number	Description	Budget	Month to Date	Year to Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$19,887,824.00)	(\$4,946,947.68)	(\$15,170,623.11)	(\$4,717,200.89)	76.28%
01.1.01115.000.000	Carline Taxes	(\$25,000.00)	\$0.00	\$0.00	(\$25,000.00)	0.00%
01.1.01120.000.000	Public Power District Sales Ta	(\$450,000.00)	\$0.00	\$0.00	(\$450,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,025,000.00)	(\$115,947.85)	(\$1,504,455.50)	(\$520,544.50)	74.29%
01.1.01312.000.000	Tuition, Summer School	(\$3,000.00)	(\$1,730.00)	(\$1,730.00)	(\$1,270.00)	57.67%
01.1.01323.000.000	Tuition, SpEd School Age	(\$150,000.00)	(\$318,697.00)	(\$1,809,604.00)	\$1,659,604.00	1206.40%
01.1.01422.000.000	Transportation, SpEd	\$0.00	\$0.00	(\$119,513.00)	\$119,513.00	#DIV/0!
01.1.01510.000.000	Interest	(\$105,000.00)	(\$10,521.17)	(\$76,833.72)	(\$28,166.28)	73.17%
01.1.01910.000.000	Rental Fees	(\$7,500.00)	\$0.00	(\$4,800.00)	(\$2,700.00)	64.00%
01.1.01911.000.000	Local License Fees	\$0.00	\$0.00	(\$8,620.00)	\$8,620.00	#DIV/0!
01.1.01921.000.000	Police Court Fines	(\$15,000.00)	\$0.00	\$0.00	(\$15,000.00)	0.00%
01.1.01925.000.000	Grants from Private Sources	(\$13,000.00)	\$0.00	\$0.00	(\$13,000.00)	0.00%
01.1.02110.000.000	County Fines&License Fees	(\$230,000.00)	(\$14,536.70)	(\$130,760.31)	(\$99,239.69)	56.85%
01.1.03110.000.000	State Aid	(\$16,269,523.00)	(\$1,626,952.00)	(\$14,642,568.00)	(\$1,626,955.00)	90.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,020,000.00)	\$0.00	(\$2,400.00)	(\$2,017,600.00)	0.12%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$130,000.00)	\$0.00	\$0.00	(\$130,000.00)	0.00%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$127,449.66)	(\$382,348.98)	\$382,348.98	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	\$0.00	\$0.00	(\$19,356.72)	\$19,356.72	#DIV/0!
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$55,000.00)	\$0.00	(\$11,670.79)	(\$43,329.21)	21.22%
01.1.03300.000.000	In Lieu of Taxes	\$0.00	(\$836,637.15)	(\$851,436.19)	\$851,436.19	#DIV/0!
01.1.03400.000.000	State Apportionment	(\$600,000.00)	\$0.00	(\$669,688.67)	\$69,688.67	111.61%
01.1.03500.000.000	State Categorical Programs	(\$26,489.00)	\$0.00	\$0.00	(\$26,489.00)	0.00%
01.1.03535.000.000	High Ability Learner Allocatio	(\$23,264.00)	\$0.00	(\$22,957.00)	(\$307.00)	98.68%
01.1.03540.000.000	State Early Childhood Grant	(\$138,336.00)	\$0.00	(\$318,921.00)	\$180,585.00	230.54%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$160,000.00)	\$0.00	(\$64,244.00)	(\$95,756.00)	40.15%
01.1.03990.000.000	Other State Receipts	(\$11,150.00)	\$0.00	\$0.00	(\$11,150.00)	0.00%
01.1.04418.000.000	PEAK Receipts	(\$29,460.00)	\$0.00	\$0.00	(\$29,460.00)	0.00%
01.1.04505.000.000	ESSA Title I Receipts	(\$650,289.00)	\$0.00	(\$568,710.00)	(\$81,579.00)	87.45%
01.1.04506.000.000	ESSA Title I Accountability Re	\$0.00	\$0.00	(\$15,704.00)	\$15,704.00	#DIV/0!
01.1.04509.000.000	ESSA Title II Receipts	(\$112,146.00)	\$0.00	(\$34,314.00)	(\$77,832.00)	30.60%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$32,171.00)	\$0.00	(\$28,285.00)	(\$3,886.00)	87.92%
01.1.04512.000.000	IDEA Base Allocation	\$0.00	\$0.00	(\$292,811.00)	\$292,811.00	#DIV/0!
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$22,937.00)	\$0.00	(\$21,407.00)	(\$1,530.00)	93.33%
01.1.04519.000.000	IDEA Enrollment/Poverty Grant	(\$836,644.00)	\$0.00	(\$563,807.00)	(\$272,837.00)	67.39%
01.1.04521.000.000	IDEA Proportionate Share	(\$144,938.00)	\$0.00	(\$128,532.00)	(\$16,406.00)	88.68%
01.1.04525.000.000	Carl Perkins Grants	(\$47,305.00)	\$0.00	(\$61,168.00)	\$13,863.00	129.31%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$62,406.00)	(\$37,870.00)	(\$59,587.00)	(\$2,819.00)	95.48%
01.1.04528.000.000	Title III Immigrant	\$0.00	(\$13,497.00)	(\$13,497.00)	\$13,497.00	#DIV/0!
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,163.00)	\$0.00	(\$26,839.00)	(\$122,324.00)	17.99%
01.1.04708.000.000	Medicaid in Public Schools	(\$700.00)	\$0.00	(\$41,621.32)	\$40,921.32	5945.90%
01.1.04710.000.000	Other Federal Receipts	(\$20,567.00)	\$0.00	\$0.00	(\$20,567.00)	0.00%
01.1.05690.000.000	Other Non-Revenue Receipts (Rt	(\$740,000.00)	\$0.00	\$0.00	(\$740,000.00)	0.00%
		(\$45,193,812.00)	(\$8,050,786.21)	(\$37,668,813.31)	(\$7,524,998.69)	83.35%
	Transfers		\$0.00			
	Reimbursements/Refunds		(\$13,547.32)			
	Interest - other accounts		\$3,584.46			
	<b>Total Revenue</b>		<b>\$8,060,749.07</b>			

Check Number	Vendor	Amount
6485	SCHOOL DISTRICT #1-PAYROLL	\$3,115,254.98
6486	FIRST NATIONAL BANK OMAHA	\$1,239.77
6487	FRONTIER	\$703.20
6488	PAYFLEX SYSTEMS USA, INC.	\$390.60
6489	PLUNKETTS PEST CONTROL	\$670.00
6490	SERVICEMASTER BY SHEVLIN	\$16,228.94
6491	STEALTH BROADBAND	\$2,289.34
6492	COLUMBUS SCHOOL LUNCH FUND-CHS	\$5,000.00
6493	ANDERSON, NICOLE	\$560.00
6494	ASCD	\$89.00
6495	BREGGA, MARILYN	\$35.65
6496	CARBAJAL, MARGARA	\$25.88
6497	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$18,588.72
6498	CENTRAL NEBRASKA REHAB. SERV	\$19,302.00
6499	CHAVEZ, ANN	\$213.33
6500	COLUMBUS AREA CHAMBER COMMERCE	\$1,680.00
6501	DEEPE, JUDY	\$80.50
6502	DELP, EMILY	\$208.73
6503	EDZARDS, ERIC	\$123.06
6504	EICKHOFF, JACQUELYN	\$152.38
6505	ESU #7 SPECIAL EDUCATION	\$13,268.57
6506	FATHER FLANAGAN'S BOYS' HOME	\$79,800.00
6507	FIRST NATIONAL BANK OMAHA	\$129.99
6508	HACKETT, KRISTI	\$77.05
6509	HAUSMANN, TERESA	\$18.40
6510	HILL, JESSIE	\$27.03
6511	INITIATIVEONE	\$925.00
6512	JOHNSON, CHRIS	\$53.48
6513	KORTH, JACKIE	\$97.18
6514	KUHR, KAREN	\$101.20
6515	LARSEN, CHANNA	\$131.11
6516	LESHER, AMBER	\$230.00
6517	LORENZ, JILL	\$23.58
6518	LOUP POWER DISTRICT	\$30,696.08
6519	LUEBBE, HEIDI	\$24.18
6520	MADDEN, BRITTANY	\$56.93
6521	MCFARLAND, SHANE	\$171.35
6522	MCPHILLIPS, ANNA	\$80.50
6523	MELCHER, AMY	\$161.00
6524	MOHNING, DEB	\$31.63
6525	MUSTARD, JANELL M.	\$93.15
6526	MYERS, ROBYN	\$60.38
6527	NOVAK, MEGAN	\$238.63
6528	OLMER, SUSAN	\$17.25
6529	OMAHA WORLD HERALD-CLASSIFIED	\$995.00

6530	PEDRO, ELIZABETH	\$60.38
6531	POLLARD, SHALEE	\$60.38
6532	QUADIENT FINANCE USA, INC	\$3,000.00
6533	ROBERTSON, KATIE	\$207.00
6534	STRONG, KAYLEE	\$187.45
6535	U AND I SANITATION LLC	\$1,810.00
6536	VASQUEZ, SANTIAGO	\$22.43
6537	VOSS LIGHTING	\$230.30
6538	WOLFE, KATHRYN	\$96.03
6539	WURDEMAN, JILL	\$139.15
6540	BOMGAARS	\$12.85
6541	CENTRAL PARTS AND MACHINE	\$52.22
6542	CENTRAL VALLEY AG	\$1,429.26
6543	ERNST AUTO CENTER	\$3.76
6544	HYDE, MELISSA J., MT-BC	\$5,039.48
6545	LAKEVIEW SMALL ENGINE INC	\$499.15
6546	MATHESON TRI-GAS INC	\$31.85
6547	MENARDS-COL	\$51.93
6548	PAPER101	\$11,483.00
6549	SCHMITT MUSIC	\$709.00
6550	THE HOME DEPOT PRO	\$124.96
6551	TIRE OUTLET INC	\$284.00
6552	TY'S OUTDOOR POWER, INC.	\$176.70
6553	WIZE BUYS ABBEY CARPET	\$32,300.00
6554	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$6,271.23
	Ck # 6415 Vendor took check for less	-\$0.01
	<b>Total Expenditures</b>	<b><u><u>\$3,374,627.25</u></u></b>

Check Number	Vendor	Amount
6555	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$154.18
6556	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$150.78
6557	CITY OF COLUMBUS - FINANCE DEPT	\$15,942.63
6558	CITY OF COLUMBUS WATER & SANITATION DEPA	\$37.36
6559	CITY OF COLUMBUS WATER & SANITATION DEPA	\$2,158.55
6560	COMMONWEALTH COMMUNICATIONS	\$4,925.44
6561	COOPER-1099, SARA	\$500.00
6562	EAKES OFFICE SOLUTIONS	\$1,631.00
6563	ESU #7	\$1,632.02
6564	HOMETOWN LEASING	\$20,634.00
6565	KREIKEMEIER, JULIE	\$48.88
6566	KSB SCHOOL LAW	\$252.00
6567	LINCOLN JOURNAL STAR	\$210.44
6568	LOUP POWER DISTRICT	\$138.60
6569	NEBRASKA SECRETARY OF STATE	\$30.00
6570	OMAHA SYMPHONY	\$247.87
6571	ONE SOURCE	\$16.00
6572	PRESTO-X-COMPANY	\$15.51
6573	QUADIENT FINANCE USA, INC	\$980.50
6574	QUADIENT FINANCE USA, INC	\$879.00
6575	QUALITY SOUND & COMMUNICATIONS INC	\$16.17
6576	REMIND101, INC	\$10,725.00
6577	RVW, INC.	\$12.60
6578	STEPCRAFT	\$4,076.61
6579	T-C CEILINGS INC	\$16,000.00
6580	UNIVERSITY OF NEBRASKA LINCOLN	\$2,795.00
6581	VERIZON WIRELESS	\$352.85
6582	AMAZON CAPITAL SERVICES	\$450.28
6583	COLUMBUS PUBLIC SCHOOLS ACTIVITY	\$655.26
6584	ACE HARDWARE-COLUMBUS	\$223.21
6585	AWARDS & ENGRAVING	\$425.00
6586	BOMGAARS	\$219.59
6587	CENTRAL INSULATION & ROOFING	\$410.00
6588	CENTRAL PARTS AND MACHINE	\$168.64
6589	ELECTRICAL ENGINEERING & EQUIP	\$231.40
6590	ETR.	\$4,769.70
6591	FERGUSON ENTERPRISES INC #1657	\$3,658.14
6592	GLOBAL TELETHERAPY	\$6,758.00
6593	HOUGHTON MIFFLIN HARCOURT	\$1,078.49
6594	IMAGINE LEARNING, INC	\$11,712.77
6595	JOURNEYED.COM INC.	\$517.02
6596	KELLY SUPPLY CO.	\$22.28
6597	MATHESON TRI-GAS INC	\$22.63
6598	MENARDS-COL	\$1,643.41
6599	MID-AMERICAN RESEARCH CHEMICAL	\$14,648.25

<b>Check Number</b>	<b>Vendor</b>	<b>Amount</b>
6600	MIDWEST TURF & IRRIGATION	\$76.65
6601	O'KEEFE ELEVATOR CO.	\$1,559.04
6602	PEARSON EDUCATION INC	\$4,605.39
6603	REIGLE IMPLEMENT	\$173.25
6604	SHERWIN-WILLIAMS	\$550.99
6605	STUDIES WEEKLY	\$1,427.40
6606	TEXTBOOK WAREHOUSE	\$4,352.20
6607	THE HOME DEPOT PRO	\$38,947.58
6608	TIRE OUTLET INC	\$299.00
6609	TROXEL COMMUNICATIONS	\$32.40
6610	U AND I SANITATION LLC	\$1,846.68
6611	ASCD	\$89.00
6612	CITY OF COLUMBUS-GARBAGE FEE	\$66.93
6613	COLUMBUS AREA CHAMBER COMMERCE	\$4,000.00
6614	CULLIGAN	\$12.25
6615	EDGENUITY INC.	\$27,000.00
6616	FARMERS PRIDE	\$1,609.50
6617	FRANZEN, ASHLEY	\$151.21
6618	HOFFERBER, CAROLYN	\$50.00
6619	MATHESON TRI-GAS INC	\$32.58
6620	NEBRASKA LINK	\$339.67
6621	PINNACLE BANK OMAHA	\$165.00
6622	SERVICEMASTER BY SHEVLIN	\$11,082.95
6623	SLOUP, SHEILA	\$50.00
6624	UPS STORE	\$35.00
6625	VIVIAL	\$64.50
6626	AMAZON CAPITAL SERVICES	\$90.42
6627	GODFATHERS -COLUMBUS	\$20.49
6628	HOBBY LOBBY	\$180.05
6629	HY-VEE FOOD STORES	\$112.86
6630	NEBRASKA SAFETY CENTER	\$200.00
6631	PRINTCO GRAPHICS, INC	\$3,694.23
6632	SUNBELT RENTALS	\$103.50
6633	TRUCK CENTER COMPANIES	\$22.62
6634	WALMART-CHARGE	\$99.65
	Total Fund Expenditure	<u><u>\$235,320.05</u></u>



2508 27th Street, P.O. Box 947, Columbus, NE 68602-0947 Phone: 402-563-7000, Ext. 13033 Fax: 402-563-7005

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June 4, 2020

Candy Becher  
Board of Education  
Columbus Public Schools

Dear President Becher and Members of the Board:

The Foundation contributed the following items to Columbus Public Schools during the month of May. On behalf of the Board of Directors for the CPS Foundation and the officers of the thirteen umbrella organizations, we respectfully submit these items to the Board of Education for acceptance.

**Foundation**

\$1,560.00 - Educator of the Year Awards

\$4,804.35 - Columbus After School Program

\$29.90 - Community for Kids

\$297.08 - CMS Music Equipment

\$560.00 - Operations Employee of the Year Award

\$1,299.00 - NE Acapella Championship

\$36,419.58 - Community & Family Partnership

**Centennial PAC**

\$1,400.00 - Teacher Appreciation Columbus Bucks

**West Park PTO**

\$258.10 - Teacher Appreciation Gift Supplies

The total contributions for the month of May was **\$46,628.01**

The total contributions for the FY 2019-2020 (Sept-Aug) total is **\$397,052.81**

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Nicole Anderson". The signature is written in a cursive, flowing style.

Nicole Anderson

Director of Marketing & Foundation

# **COLUMBUS PUBLIC SCHOOLS**



## **CLASSIFIED STAFF HANDBOOK**

**2020-21**

**This handbook is an outline of the basic policies, practices and procedures of the Columbus Public Schools. It contains general statements of policy and it should not be read as including the details of each policy, or a promise that the provisions in it will be applied in all cases. The provisions may be changed at any time, with or without notice. This handbook totally supersedes all previous handbooks. The handbook is not a contract, expressed or implied, between the school district and the employee.**

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## **Intent of Handbook**

Welcome to the Columbus Public Schools. This handbook is intended to provide classified employees with general information about the Columbus Schools and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to Classified Employees are intended to apply to all staff that is not required by their position to hold a teaching or administrative certificate.

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

This handbook does not create a contract of employment. Classified employee positions and assignments may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except for the 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 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 current school year and subsequent school years unless replaced by a later edition.

The contents of this handbook shall supersede any oral statements made to any classified staff employee.

As an employee of the Columbus Public Schools you are a public figure and are expected to be a positive role model.

## **Mission and Vision of the Columbus Public Schools**

***The Mission of the Columbus Public Schools:*** “Engaging all learners to achieve success”

***The Vision of the Columbus Public Schools:***

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

## Members of the Board of Education

Candace Becher President  
120 SE Calle Colombo, Columbus, NE 402-563-2767

Doug Moleczyk, Vice President  
2870 North Park Lane, Columbus, NE 402-563-3552

Mike Goos, Member  
3002 39 Street, Columbus, NE 402-564-9106

Mike Jeffryes, Member  
3255 37 Avenue, Columbus, NE 402-564-4983

Theresa Seipel, Member  
4302 31 Street, Columbus, NE 402-562-8192

Doug Willoughby, Member  
656 Quail Lane, Columbus, NE 402-564-0217

## Administrative Staff

Dr. Troy Loeffelholz                      Superintendent

Mr. Jason Harris	Executive Director	Student Services
Mr. Chip Kay	Executive Director	Business Services
Mr. Leonard Kwapnioski	Executive Director	Technology and Operations
Dr. Amy Romshek	Executive Director	Curriculum and Instruction

Ms. Angie Luebbe	Principal	Emerson Elementary School
Mr. Bob Hausmann	Principal	North Park Elementary School
Mr. Andy Lueebe	Principal	Centennial Elementary School
Mr. J.P. Holys	Principal	Lost Creek Elementary School
Ms. Paula Lawrence	Principal	West Part Elementary School

Ms. Amy Haynes	Principal	Columbus Middle School
Mr. Jordon Anderson	Assistant Principal	Columbus Middle School
Ms. Adriana Carnes	Assistant Principal	Columbus Middle School
Dr. Amy Mancini-Marshall	Assistant Principal	Columbus Middle School

Mr. David Hiebner	Principal	Columbus High School
Ms. Molly Hornbeck	Assistant Principal	Columbus High School
Ms. Angela Leifeld	Assistant Principal	Columbus High School
Mr. Jason Schapmann	Assistant Principal	Columbus High School
Mr. Tim Kwapnioski	Activities Administrator	Columbus High School

**ARTICLE 1: SCHOOL CALENDAR & SEVERE WEATHER & CANCELLATIONS**

## **Section 2: Severe Weather and School Cancellations**

The Superintendent of Schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the superintendent's staff will notify local news media when inclement weather warrants such action. This information is broadcast regularly by radio stations. When the weather is questionable, please tune into KLIR 101.1 FM for announcements. A decision to close or delay the start of school will be made before 6:30 a.m.

There is no fail-proof way to determine severe weather and there are wide differences of opinion on how severe the weather must be before schools are closed. Good and bad decisions are made in trying to predict what Mother Nature will do. Decisions to close school or keep it open are made on the best available information. Weather information about winter storms is obtained from the news media. Personal observations on the weather and road conditions are also made.

Columbus Public Schools will operate school every day possible and will generally have school when surrounding school districts close. Rural districts operate many school buses; therefore; road conditions and visibility affect school closing decisions. The danger and risk to students is generally less in Columbus because Columbus students' homes are relatively close to school, streets are usually open, visibility is generally better in town, the shelter of homes in case of emergency is near, and Columbus operates few school buses.

The question is often asked, "Why not close school more frequently in bad weather?" Learning is important to Columbus Public Schools. The curriculum has been designed to be accommodated in 1,032 elementary hours, and 1,080 secondary hours; fewer school hours mean less learning. The staff cares about the learning that takes place. When weather jeopardizes the health and safety of young people, health and safety becomes priority number one and school is dismissed. In addition, the State of Nebraska maintains a minimum number of hours per year for school operation. Dropping below the 1,032 or 1,080 hour minimum may necessitate making up days on Saturdays, early summer, or after normal dismissal time. Making up hours is not preferred unless the danger imposed by weather necessitates dismissal.

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

When school is canceled or delayed because of snow, the announcements will be as follows:

"Designated staff report" will mean full-time secretaries in the High School, Middle School, Administration Office, and elementary schools; all administrators; building/grounds supervisors; full-time maintenance, full-time custodians, and district technology staff report for duty at the regular time or as soon as possible unless the radio announcement indicates otherwise. Teachers need not report but may do so at their discretion. All classified employees will be paid only for the actual time worked on those days when school has been delayed or canceled due to inclement weather. Employees not expected to be on duty when schools are closed include: food service personnel, paraprofessionals, lunch-playground aides and other part-time non-certified employees.

"School will start at 10:00 a.m." is the announcement used when the delay helps the road and parking lot clearing efforts, or when bad weather is subsiding. Custodians, administrators, full-time secretaries, and

cooks report at regular times or as soon as possible as travel permits. Teachers, paraprofessionals, and other personnel report no later than 15 minutes prior to the announced starting time or at their regular reporting time, whichever is applicable.

If school is dismissed during the day because of a storm, teachers, paraprofessionals, and other instructional personnel may leave after students are dismissed and safely out of the building as per instructions of the building principal, but no sooner than fifteen minutes after student dismissal. Secretaries, custodians, and other personnel may leave after the building is clear of students and staff at the discretion of the building principal or their immediate supervisor. The Administration Office will remain open as weather dictates. On such days, employees will be paid for their actual hours worked.

### **Emergency Conditions**

The Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## ARTICLE 2: EMPLOYMENT

### Section 1: New Employees

Upon completion of the advertising process, review of applications, and reference checks, the person best qualified for a position with the district will be offered the job. Before a new employee can be eligible to receive their first paycheck, he/she must complete all necessary forms. Those documents include, but may not be limited to:

a. I-9
b. W-4
c. Nebraska State Retirement System Beneficiary Form
d. Long-term Disability Insurance Application
e. Life Insurance Application
f. Health/Dental Insurance Application
g. Physical, if required
h. Appropriate certification, if applicable
i. Background Check
j. Official transcripts for salary increase
k. Register on time clock, if applicable
l. Direct Deposit Enrollment Form
m. Section 125 Plan Enrollment Form
n. Email form for direct deposit

### Section 2: Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the appropriate administrator/supervisor. Job descriptions, where available, provide additional information about the position duties.

While on duty with the District, an employee will be expected to devote all of their duty time to the employee's position and to diligently and faithfully perform the assigned duties to the best of their ability.

### Section 3: Definition of Full-Time Employee

A full time classified employee is one who is scheduled for thirty-five (35) hours a week or more, a minimum of nine months out of the year.

### Section 4: Personnel Files

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files.

Any employee of the Columbus Public Schools shall, upon his/her request, have access to his/her personnel file while on school premises, but may not have access to letters of recommendation solicited by the Columbus Public Schools or to sets of confidential credentials that are part of his/her file. No other person except school officials while engaged in their professional duties shall be granted access to such files; nor shall the contents thereof be divulged in any manner to any unauthorized person without the employee's written permission. Permission forms are available in the Human Relations or superintendent's offices in the Administration Building.

## **Section 5: Internal Complaint/Communications**

~~The relationship between a building principal or supervisor and staff within the building or department is always enhanced by direct communication between the staff members and the principal or supervisor. Direct communication is the best way to solve potential problems, relieve tensions, and to clarify any misunderstandings. If the staff member needs a definite course of action then the staff member should utilize the formal procedure listed in paragraphs two and three below.~~

~~The staff member should request a conference with the building principal or supervisor and attempt to resolve the concern or complaint. If the staff member is dissatisfied with the result of this conference, the staff member can request that a second conference be scheduled. This conference will be chaired by the appropriate district level administrator and will include the administrator, the principal, and the staff member.~~

~~In the event the staff member is not satisfied with the resolution of the complaint at this level, the staff member may request a conference with the Superintendent of Schools to discuss the issue.~~

Board of Education policy requires that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education. Complete information regarding complaints may be found in Appendix 1.

## **Section 6: Complaints about School Personnel**

Constructive criticism of the school, school system, or school personnel is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to assist the school in performing its educational tasks more effectively.

The Board of Education has confidence in the school district employees and desires to support their actions in a manner which will resolve any legitimate complaints about their performance and which will free them from unnecessary, spiteful, or negative criticisms and complaints. The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee to principal to Superintendent and to the Board of Education. Every effort will be made to satisfy the complainant at the earliest possible stage. Any complaint about personnel except the Superintendent will be investigated by the administration before consideration and action taken by the Board of Education. The recommended procedure is as follows;

Principal and his/her designee reviews, investigates, and makes a recommendation.

If the complainant is not satisfied with the recommendation of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator.

If the complainant is not satisfied with the administrator's decision, an appeal can be made to the Superintendent of Schools.

Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing on forms available from any building principal, the Associate Superintendent, or the Director of Student Services. The complaint must be verified and signed by the complainant. The complaint form shall be filed with the person hearing the complaint and shall follow the complaint to the succeeding levels of consideration. The complainant will be contacted to follow-up on the complaint within three school days of receiving the completed complaint form.

**Section 7: Time Clocks**

Classified employees are to use the building time clock at all times to record start/end of work day, lunch period, and all other times off duty. Employees are expected to clock-in and clock-out within 7 minutes of their scheduled time. On rare occasions, and for special reasons ONLY, a *payroll exception sign in/sign out form* may be used.

**Section 8: Compensation**

Compensation is paid only as authorized by the Board of Education. Employment agreements will provide a salary or hourly rate of pay that will be in effect until the beginning of the next school year. New employees may be credited with up to 3 years of prior experience in a comparable position.

**Section 9: Payroll**

Pay stubs for classified staff are available via email or by U.S. mail. Payday is the 20<sup>th</sup> of each month. Paydays, in accordance with the terms of the teacher's contract, will be the 20<sup>th</sup> day of September and the 20<sup>th</sup> day of each month thereafter up to and including August 20<sup>th</sup>. If the 20<sup>th</sup> of the month falls on Saturday, Sunday, or recognized holiday, the paychecks may be secured on Friday. During the summer months, pay stubs will be emailed or mailed to the employee's home address. Employees should always verify pay amounts. If any adjustment should be made, the Payroll Office should be called.

Direct deposit is required for **all** regular employees of the district. Contact the payroll office in the Administration building in writing if you need to make any changes, i.e. account number change, bank change, address change, etc.

Before an employee's pay can be issued he/she must fill out a direct deposit authorization, provide an I-9 form with proper ID, and have a W-4 form on file.

**Section 10: Payroll Deductions**

Federal income tax, state income tax, social security, and retirement withholding, etc., as required, are deducted from each paycheck.

Regular payroll deductions, if necessary, for the approved health insurance, disability insurance, and/or life insurance. Section 125, 403(b) contributions, dues, etc will be made if any employee requests such deductions in writing to the Administration Building.

United Way—A payroll deduction procedure offers a convenient way to pay a pledge to the Columbus United Way Fund. Deductions begin in September of each year and continue as authorized on the deduction authorization form.

**Section 11: Benefits**

**Health Insurance:** Provided for all classified staff who work 35 hours a week for at least nine months of the year (possibly at employee's expense or a portion of expense). See the Payroll office for current rates and benefit information.

The Columbus Public Schools will use August 1 through the following July 31 as the look-back period for calculations necessary under the Affordable Healthcare Act. To calculate average hours per week for those employees eligible for benefits under the Patient Protection and Affordable Healthcare Act, an employee's hours for the time period beginning August 1 and ending July 31 of the following year will be divided by the total number of weeks worked during that period of time, inclusive of break periods of less than 4 consecutive weeks.

Employees who do not participate in the District sponsored health insurance program must provide proof of creditable coverage for health insurance provided by another insurance carrier. Such employees may be eligible for Cash In Lieu of insurance benefits. The Health Insurance Portability and Accountability Act (HIPAA) provide rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

***Disability Insurance (Long-Term):*** Provided for all classified staff who work 35 hours a week for at least nine months of the year.

***Life Insurance:*** Provided for all classified staff who work 35 hours a week for at least nine months of the year.

Employees shall make annual benefit elections by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Each employee is responsible for informing the Business Office in writing of any changes in benefit status. All employee benefit elections are deducted through the District's 125 Plan. Once the elections are designated, they cannot be changed or dropped unless there is a life changing circumstance. This is per the IRS regulations governing Section 125 Plans.

***YMCA Subsidy:*** The District provides a monthly subsidy for classified staff members based on the number of months employed. Contact the payroll office during August to sign up for this benefit.

***Employee Assistance Program:*** The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc.

## **Section 12: Expense Reimbursement**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted on a monthly basis to their employee's immediate supervisor. The allowable rate shall be governed by board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Principal or, if the expense is related to an activity, by the Activities Director. The request for reimbursement should include a voucher sufficient to establish that the expense with detailed receipt was actually incurred and that the expense was reasonable and related to a school-purpose. All individuals names must be included on the back of the detailed meal receipt.

When an employee travels to a supervisor-requested conference/workshop, he/she will be compensated for expenses incurred traveling to and from including the conference/workshop fees. School vehicles should be requested first. If no vehicle is available, mileage will be paid. Receipts must be turned in and the appropriate form signed.

### **Section 13: 403(b) Salary Reduction Agreements**

The Columbus Public Schools will cooperate with any employee who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the employee executes a Salary Reduction Agreement provided by the District and the vendor of the 403(b) plan elected by the employee has entered into a Service Provider Agreement with the district holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding. Contact Scott Smejkel for any questions regarding such 403(b) Plans.

### **Section 14: Overtime**

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix 2 in this handbook.

Classified employees may be classified as either exempt or non-exempt for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are non-exempt are eligible for overtime.

Non-exempt employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a work week and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period work week from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1.5 times the employee's regular rate of pay for hours worked in excess of the 40 hour work week. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one work week. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1.5 times the number of hours worked in excess of 40 hours in any work week. Accumulated compensatory time must be used within the pay period immediately following the conversion of overtime hours. The conversion of overtime hours to compensatory time must be approved by the employee's direct administrator. The use of compensatory time must be approved in advance by the employee's direct administrator. The FLSA limits the accumulations of compensatory time. The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a salaried basis test for the overtime exemption to be applicable. An employee who feels an improper deduction relative to exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the

event it is determined that an improper deduction of overtime exemption has been made.

### **Section 15: Retirement**

Columbus Public Schools' employees participate, as required by law, in the Nebraska Public Employees' Retirement System. Employees will have that percentage of their gross salary as determined by law deducted for retirement. Additional money for the retirement fund is provided by legislative appropriation and mandatory contribution from the school district.

The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature and each employee is encouraged to contact the Nebraska Retirement System for additional information. Write to: Nebraska Public Employee Retirement Systems, PO Box 94816, Lincoln, Nebraska 68509-4816.

### **Section 16: Transfer**

A classified staff member who wants to transfer to another advertised opening within the district must submit a transfer request for the desired position through the AppliTrack system. If computer access is not available, contact Human Resources for an application form. The District reserves the right to transfer employees to other positions as deemed necessary.

If an in-house transfer is allowed, the salary schedule of the new position will be used. In some instances, this could result in a decrease in hourly wages.

### **Section 17 : Vacancy Posting**

Prior to publicly advertising the opening, the vacancy will, whenever possible, be announced in-house. Current employees will, if possible, be given first consideration to transfer to the new opening provided they complete a successful interview.

### **Section 18: Address/Phone Number Change**

It is necessary that an accurate directory of all employees of the school district be kept in the Payroll office. Employees changing their address or phone number should report in writing such changes to the Payroll office as soon as possible. (E-mail is acceptable.)

### **Section 19: Resignation**

If you plan to leave the Columbus Public Schools, the employee must submit a written notice to their principal or supervisor. It would be beneficial to the district if you will give at least a two-week notice, so there will be sufficient time to find a replacement for you.

If you submit a resignation with the intent to retire from work, please specify that you will be retiring rather than resigning. Selecting retirement entitles employees who have worked at least 5 consecutive years for the District to receive recognition (unused sick leave compensation, if applicable, retirement gift, and banquet tickets) at the end of the year staff recognition banquet. In the event an employee retires, later returns to work for the District, and then retires again, the retiree will be provided tickets to the end of year staff recognition banquet but no additional retirement gift or unused sick leave compensation.

### **Section 20: COBRA Insurance**

COBRA is a supplemental insurance policy that provides temporary health insurance to eligible workers and their dependents when they are between jobs by extending the coverage of the most recent employer. Because gaps in health care coverage can cause problems when enrolling in a new plan, it's important that families stay insured in times of transition.

When a qualifying event occurs, federal law requires the Columbus Public Schools to send their employees and/or his or her eligible dependents written notice within 14 days from the date of loss of coverage for the right to continue health insurance. Continuation of coverage is available to all who qualify at the group rate, plus an additional 2% administrative fee. If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA or select two single membership plans: one for the retiree/terminated employee and one for the spouse.

Continuation of Coverage (COBRA) Notification: The employee must choose to continue coverage by notifying Pay Flex in writing. The employee has 60 days to choose to continue coverage, starting with the date of the continuation notice or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will make the individual ineligible to do so at a later date. The individual has 45 days from the date of choosing continuation coverage to pay Blue Cross and Blue Shield the first month's premium. If coverage for a dependent ends because of divorce, legal separation or any other change in status, the employee or dependent must notify the employer within 60 days of the qualifying event.

When Continuation of Coverage (COBRA) Ends: COBRA coverage will end on the earlier of:

- The day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such exclusion does not apply, due to creditable coverage;
- The day a covered person is entitled to benefits under Medicare (after COBRA election);
- The day health coverage has been continued for the maximum period of time allowed (18, 29, 36 months).

### **Section 21: Letters of Recommendation**

It is acceptable to ask your supervisor for a letter of recommendation once you have provided him/her written notice. It will remain your supervisor's decision, however, about whether or not such a letter will be written. You may also ask others to write you letters of recommendation or allow their names to be used as references for you. Again, it is their decision as to whether or not they want to do this.

### **Section 22: Termination of Employment**

The employee's immediate supervisor or administrator will provide the Support Staff Vacancy form to the Executive Director of Finance/Human Relations specifying that the vacancy is as a result of termination.

## **ARTICLE 3: ABSENCES FROM WORK**

### **Section 1: Sick Leave**

Classified employees, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for sick leave. Paid sick leave provides employees protection against loss of income during absences from work due to illness or injury that prevent performance of duties. It is intended to cover the needs of the employee and provide a reasonable amount of coverage for situations related to the illness or injury of an immediate family member that requires direct care by the employee. Sick leave is intended to be used only for the purposes set forth herein.

Sick leave may be used for the personal illness of the employee or members of the immediate family (husband, wife, child, mother, father, sister, brother, mother/father-in-law, brother/sister-in-law, grandparents, son/daughter-in-law, stepchild, stepmother, stepfather, stepbrother, stepsister, grandchild, aunt, uncle, niece and nephew). Sick leave, when used for anyone other than a member of the immediate family residing in the household, can be used only in instances of serious illness.

Full-time classified staff members earn one (1) day of sick leave per month of service, with a minimum of 10 days per year. The number of days that can be accumulated is 80 and all may be used in one school year. Ten (10) of the eighty (80) available sick leave days may be used for a member of the immediate family not residing in the household.

Part-time employees earn the equivalent of five (5) sick days of pay per year. Part-time sick leave is non-accumulative.

Full-time classified staff members who have completed 15 or more years with the District will be compensated at the rate of \$5 for each accumulated sick leave day at the time of their separation from the District.

Eligible employees who work a normal work day on a fixed schedule (an established number of hours per week on a predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness during the normally scheduled work day. Workday in general, means the period between the time on any particular day when such employee commences his/her principal activities and the time on that day at which he/she ceases such principal activity or activities. Eligible employees who work a normal work day on a variable schedule (an established number of hours per week with no predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness in an amount not to exceed the difference between the number of hours scheduled and the number of hours actually worked per day. No sick leave payments will be made during any week in which the actual number of hours worked equals or exceeds the number of hours scheduled.

Exception sheets and leave forms must be received by Payroll by the end of the current pay period. If the Payroll office does not receive an exception sheet or leave form, pay will be added to next pay period.

### **Requests for Leave**

Advance reporting of the need to take a leave is important. A classified employee who becomes ill and is unable to work is to contact their administrator/supervisor as soon as possible. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the administrator/supervisor as to whether the classified employee will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the classified employee is to make such advance report of need for leave as possible.

For vacation and other leaves, a Request for Leave form is to be submitted to the administrator/supervisor at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

**Return from Leave**

Upon return from leave, classified employees are to review information supplied by the substitute classified employee as to progress made in the classified employee’s area of responsibility. The substitute should be contacted directly if the written information supplied is not adequate.

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

Should an employee be absent from work in excess of the employee’s accumulated sick leave or other paid leaves, the employee’s salary and fringe benefits ( including the cost of premiums for group health insurance) shall be reduced by the day or days of work missed. In the case of hourly employees the reduction will be made on an hourly basis.

**Section 2: Vacation**

Vacation leave is available to employee when the following specific conditions are met: (1) the employee is currently employed by the District; (2) the leave day is taken on a day the employee would otherwise be expected to work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.

The leave year for paid leave is August 12<sup>th</sup> through August 11<sup>th</sup>.

Vacation leave is available only to those employees who are specified to receive paid leave. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12 month period and who is scheduled to work 1,820 hours or more per leave year.

1. An employee who changes from part-time to full-time status during a leave year becomes eligible for paid leave at the beginning of the next leave year.
2. An employee who changes from full-time to part-time status during a leave year becomes ineligible for vacation leave at the time the change in status occurs. The employee will not be required to reimburse the District for any days that were used prior to the change in status. The employee will be required to use any leave balance during the leave year the change in status occurs.

Classified employees eligible for paid leave shall have vacation days available for each year as follows:

<b>Complete Years of</b>	
Continuous Employment	Vacation Days
1	5
2-10	10
11-15	15
16 or More	20

A year of continuous employment is determined based on a full leave year. When an employee has a break in employment and is re-hired by the District, the prior employment is not considered for

determining years of continuous employment. Periods of employment in an employment status in which the employee is ineligible for paid leave are not considered for determining years of continuous employment. Any employee that is hired on March 1<sup>st</sup> or after will receive a prorated amount for vacation. This employee will earn one vacation day per two months of work.

Advance notice of taking vacation leave is required. All vacation leave is to be arranged with the employee's direct supervisor.

Classified employees are required to take their vacation leave within each leave (fiscal) year.

Employees will be paid at the employee's daily rate of pay for all unused vacation leave upon separation from the District.

### **Section 3: Bereavement Leave**

The Columbus Public Schools provide the following bereavement leave procedures:

Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Bereavement leave will also be available to both the male and female parent in the event of "lost pregnancies" (miscarriage, ectopic pregnancy, or stillbirth). Five additional days per incident may be granted which shall be charged against accumulated sick leave.

Three (3) days per incident shall be granted in the event of the death other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

The maximum number of bereavement leave days shall be no more than twelve (12) days in any one year. Bereavement leave is non-cumulative.

### **Section 4: Election Worker and Jury Leave**

An employee who is appointed as an election worker or summoned for jury service shall promptly notify the employee's immediate supervisor of such appointment or summons. The employee's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses paid by the court for jury duty. Employees are to notify their supervisor of the amount received for such jury duty.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report for duty.

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

**Section 5: Military Leave**

Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, “reserves”), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher’s regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

**Section 6: Professional Leave**

Professional leave may be granted in advance only by the employees direct supervisor, principal, or administrator. Refer to the out of district travel claim section of this document.

**Section 7: Weather Related Absence**

In the event that inclement weather or other reasons cause a shortage of instructional hours, one or more missed days may be made up. Each year on the school calendar there will be two (2) make-up days identified and used as needed.

**Section 8: Paid Holidays**

All nine-month employees shall receive six paid holidays per school year. These holidays are:

- Labor Day or Memorial Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year’s Day
- Good Friday

All ten-month employees shall receive seven paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year’s Day
- Good Friday
- Memorial Day

All twelve-month employees shall receive nine paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas
- New Year’s Day
- Good Friday
- Memorial Day
- Fourth of July

If a holiday falls on a Sunday, it will be observed on the following Monday. If it falls on Saturday, it will be observed on the preceding Friday. Holiday pay will be based on the number of hours the employee works on a regular workday.

### **Section 9: Personal Leave**

Personal Leave is provided to allow the employee to deal with situations that may not be dealt with outside the employee's typical work schedule (i.e. before or after work, during lunch break, or during evenings or weekends). Personal Leave may be used at the employee's discretion, but is subject to approval of the employee's immediate supervisor and the Executive Director of Business Operations and Human Relations.

Two (2) non-accumulative days per year will be allowed for full-time employees. One (1) non-accumulative day of Personal Leave will be allowed each year for other classified staff. Personal Leave will not result in loss of pay to the employee. Personal leave pay will be based on the number of hours the employee works on a regular workday.

Application for Personal Leave shall be made no less than one week prior to the requested date of leave on the Classified Application for Leave form to the employee's immediate supervisor. Sufficient detail regarding the need for Personal Leave must be provided so that the employee's immediate supervisor may consider all factors related to the employee's request while also taking into consideration the needs of the building or department, and recommend to the Executive Director of Business Operations and Human Relations approval or denial of the leave. The Executive Director of Business Operations and Human Relations shall consider the employee's request for Personal Leave and the immediate supervisor's recommendation, and will respond to the employee and employee's supervisor regarding approval or denial of the request for leave.

The Board of Education reserves the right to reject all requests for Personal Leave if it is determined by the Board, Superintendent, or Executive Director of Business Operations and Human Relations that such leave is not in the best interest of the school district.

### **Section 10: Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

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

Eligibility Requirements. You are eligible if you have been employed with Columbus Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Columbus Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the

family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE ([1-866-487-9243](tel:1-866-487-9243)) TTY: [1-877-889-5627](tel:1-877-889-5627) or [www.wagehour.dol.gov](http://www.wagehour.dol.gov)

### **Section 12: Consideration of Elective Leave**

Staff members are to submit requests for all forms of elective leave (personal leave, vacation leave, and unpaid leave) to their immediate supervisor. Such requests may be approved or denied. Denial of elective leave will be based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

### **Section 13: Proration of Leave**

Staff members joining the district after the school year has begun will have all applicable leave benefits prorated based on the date of hire.

## ARTICLE 4: DUTIES AND RESPONSIBILITIES

### Section 1: Hours of Work

Regular, dependable attendance at work is an essential function of a classified employee's employment position. The Board of Education recognizes that employees are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

### Section 2: Arrival to Duty Assignments

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

### Section 3: Leaving School

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal. Employees who leave the school during their designated lunch period must clock out. Employees who leave during their work hours for an approved absence or personal business must clock out and clock back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to clock out and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

### Section 4: School Procedures

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

- *Use of Cell Phones:* Employees shall not use personal cell phones for any non-school purpose when the staff member is responsible for students or other work expectations.
- *Use of School Telephone:* Personal telephone calls shall not be made nor accepted during times when the staff member is responsible for students except in the event of an emergency. Long distance calls on school telephones must be made from the office. You will need to promptly log long distance calls and be responsible for any charges which are for personal use.
- *Equipment and supplies* which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.
- *E-mail:* Each staff member will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Staff members should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communication is subject to the rules governing overall computer usage found in Board policy and this handbook. Employees who use the District-provided email system for personal reasons will have the annual District fee deducted from their October paycheck.
- *Mailbox:* Employees may be assigned a mailbox. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer, employees are responsible for responding promptly. Employee mailboxes are to be limited to communication regarding school business.
- Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

## **Section 5: Supervision of Students**

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision are expected to meet the four P's of student supervision and safety. All employees of the school should be familiar with these principles to the extent they may be involved in supervision of students or interaction with students.

### **Proper Supervision**

You must 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 students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are assisting with 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.

Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.

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 in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purpose of proper student relationships.

Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should make a report to the student's teacher or administration.

### **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. 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.

### **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.

### **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.

### **Section 6 : Student Searches**

Office administration and the student's teacher should be contacted in the event a search of a student or their belongings needs to be done. Do not conduct such a search yourself without a teacher or administrator being present or having given you clear directions. 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.

### **Section 7: 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 in school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

### **Section 8: Role of Paraeducators**

Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraeducator must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the paraeducator in a supportive role. Paraeducators may assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Paraeducators are to work only on their assigned work days and within their assigned work day. If a teacher requests a paraeducator to work hours other than the assigned work hours or assigned work day, the administration should be contacted for approval.

### **Section 9: Dispensing Medication**

Employees are not permitted to give any medication to students unless trained under the

Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without the signed form and not without the prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

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

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

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

Employees are to inform their school counselor, social worker, principal, or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for the employee. However, informing a principal or supervisor does not end the employee's responsibility; employees are obligated to make certain a report was made if they do not do it themselves.

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

### **Section 11: Law Enforcement Officers**

Law enforcement or juvenile officers shall not be allowed to question or counsel a student at school during the school day without consent of the parents involved or unless parents give such consent in person to the building administrators. An exception to the above is the building Principal may grant permission to the probation officer to contact pupils who are on probation, or in cases of suspected child abuse and/or neglect.

### **Section 12: Accidents**

All staff members are required to file an accident report and workers compensation forms each time an employee is injured on the job. This form must be filed with the Executive Director of Business Operations/Human Relations within 24 hours regardless of whether or not medical assistance is required.

### **Section 13: Funds**

**Collections:** The secretary of the Board of Education and the Principals of the Middle and Senior High Schools are the only persons authorized to keep or maintain a bank account of any school money. Such money may be collected only by permission of the building principal.

**Receipts:** No assessments against students (other than fines) shall be made until permission is secured from the building Principal and/or the Superintendent. New organizations requiring payment of dues, fees, or assessments may not be organized without permission of the building Principal and/or the Superintendent.

Certain monies collected by Middle School instructors or Senior High instructors shall be checked in to their respective secretaries.

Secretaries shall give a receipt for all money paid to them, showing to what fund the same is credited.

The office secretary shall make a monthly report for all subsidiary accounts to persons concerned if requested to do so. These funds cannot be drawn on except through the secretary under the direction the authorized persons concerned and with the approval of the building Principal or the Superintendent of Schools.

No money shall be kept in the offices, library, teacher's desks, or in file cabinets overnight. During the day such funds should be kept under lock and key.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

### **Section 14: Corporal Punishment**

**CORPORAL PUNISHMENT IS PROHIBITED.** The Nebraska State Legislature has prohibited corporal punishment in public schools. However, corporal punishment is not to be confused with physical force used by a teacher or employee to protect another person from personal attack or threat of attack; to protect himself or herself; to remove a student from a class or from one part of the building to another; or to protect a student from doing harm to himself, herself, others, to school property, or property of others. Nor should corporal punishment be confused with grasping or touching a pupil with no intent to inflict bodily harm, school detentions, strategies written into an individual plan, or usual and reasonable punishments such as (but not limited to) running laps, push-ups, or sit-ups. Corporal punishment would include such force as striking, hitting, or kicking with an appendage or object with the intent of physical

punishment or the infliction of pain. Any act determined by the building Principal or administrator after investigation to be corporal punishment shall be recorded and filed in the employee's permanent file. Teachers or employees committing a corporal punishment act shall be subject to oral and/or written reprimand, suspension, or termination.

Each pupil is under the control and direction of the Principal or teacher in charge of school:

- During the time he or she is being bused to or from school at public expense.
- During the time he or she is on the school premises or off the school premises on a school-sponsored function.

## **ARTICLE 5: CLASSIFIED EMPLOYEE PERSONAL CONDUCT AND PERFORMANCE**

### **Section 1: Ethics Standards**

The Columbus Public Schools expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethic standards which classified employees are expected to adhere to include those set forth below.

#### **Principle I Commitment as a School Employee:**

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the employee's contractual and personal responsibilities, the employee:

- Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
- Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- Shall not sexually harass students, parents, school patrons, employees, or board members.
- Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- Shall seek no reprisal against any individual who has reported a violation of this rule.

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

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worth goals. In fulfillment of the obligation to the student, the employee:

- Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- Shall not discipline students using corporal punishment.

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

The magnitude of the responsibility inherent in the education process required dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the employee:

- Shall not misrepresent an institution with which the employee is affiliated, and shall take

added precautions to distinguish between the employee's personal and institutional views.

- Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
- Shall support the Principle of due process and protect the political, citizenship, and natural rights of all individuals.
- Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- Shall, with reasonable diligence, attend to the duties of the employee's position.

#### **Principle IV Commitment to Classified Position Employment Practices:**

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and Board of Education are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the employee:

- Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.
- Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- Shall give prompt notice to the employer of any change in availability of service.

#### **Section 2: Evaluations**

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

#### **Section 3: Role Model**

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

#### **Section 4: Relationships**

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

#### **Section 5: Professional Attire**

It is important for employees to project a responsible, adult image to students, parents, and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing which is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that become necessary.

### **Section 6: Outside Employment**

Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Any full-time employee who wishes to engage in gainful employment during the contract period in addition to his obligations to the school district must submit details including the nature of the work and the time involved in the work to his/her immediate supervisor prior to the commencement of such employment. The supervisor shall keep this information on file and will transmit a copy of this information to the Superintendent of Schools. If the proposed employment will interfere in any way with the employee's duties or obligations to the school system, the employee shall be so informed. If the employee accepts the employment after he/she has been informed of the reservations held by the supervisor, this matter will be reported to the Associate Superintendent for Business for whatever action he/she deems appropriate.

### **Section 7: Improving Job Performance Warning**

The primary purpose of warnings is the improvement of performance. There shall be a conference between the employee and the supervisor following every warning. The supervisor and employee shall cooperatively examine the results of the warning.

### **Section 8: Religious Beliefs & Customs**

The Columbus Public School District recognized that one of its educational goals is to advance the students' knowledge and appreciation of the role that our religious heritage has played in the social, cultural, and historical development of civilization. It is accepted that no religious belief or non-belief should be promoted by the school district or its employees, and none should be disparaged. Instead, the school district should encourage all students and staff members to appreciate and be tolerant of each other's religious views. The school district should utilize its opportunity to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background, or religious beliefs. In that spirit of tolerance, students and staff members should be excused from participation in practices which are contrary to their religious beliefs unless there are clear issues of overriding concern that would prevent it.

Religious holidays and religious symbols associated with the holidays are a significant part of customs and traditions of Columbus students and community patrons. Such holidays may be recognized and observed by the district. Observance shall be as follows:

- The historical and contemporary values and the origin of religious holidays may be explained in an unbiased and objective manner without sectarian indoctrination.
- Music, art, literature, and drama having religious themes or basis are permitted as part of the curriculum for school-sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday.
- The use of religious symbols such as a cross, menorah, crescent, Star of David, crèche, symbols of Native American religions or other symbols that are part of a religious holiday are permitted as teaching aids or resources provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature. Among these holidays are included Christmas, Easter, Passover, Hanukkah, St. Valentine's Day, St. Patrick's Day, and Thanksgiving.

Religious institutions and organizations are central to human experience, past and present. An education excluding such a significant aspect would be incomplete. It is essential that the

teaching about, and not of, religion be conducted in a factual, objective, and respectful manner. Inclusion of religion in the curriculum shall be practiced as follows:

- The district supports the inclusion of religious literature, music, drama, and the arts in the curriculum and in school activities provided it is intrinsic to the learning experience in the various fields of study and is presented objectively.
- The emphasis on religious themes in the arts, literature, and history should be only as extensive as necessary for a balanced and comprehensive study of these areas. Such studies should never foster any particular religious tenets or demean any religious beliefs.
- Student-initiated expressions to questions or assignments which reflect their beliefs or non-beliefs about a religious theme shall be accommodated. For example, students are free to express religious beliefs or non-belief in compositions, art forms, music, speech, and debate.

Traditions are a cherished part of the community life and the Columbus Public School district expresses an interest in maintaining those traditions which have significance to the community. Such ceremonies should recognize the religious pluralism of the community. Dedications and ceremonies shall be practiced as follows:

- A dedication ceremony should recognize the religious pluralism of the community and be appropriate to those who use the facility. An open invitation should be extended to all citizens to participate in the ceremony.
- Baccalaureate service is provided as a non-mandatory attendance portion of commencement exercises. The program is supplied by the Columbus Ministerial Association.
- Employees may not wear religious garb indicating membership in or adherent of any religious order, sect, or denomination.

## **ARTICLE 6: USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1: Drug Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and/or the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the workplace or on duty time shall be considered a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

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

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

### **Section 3: Weapon-Free Workplace**

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

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

- Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means.
- The frame or receiver of any object described in the preceding example;
- Any firearm muffler or silencer;
- Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device.;
- Any bludgeon, sand club, metal knuckles, or throwing star;
- Any knife is prohibited other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or device in the handle of a knife, or any knife having a blade

that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

- Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;

An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

Any other object that is designed for or intended for use as a destructible or injurious device is also prohibited.

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

#### **Section 4: Acceptable Use of District Computer Network and Internet**

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

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with State law, Federal law, and/or Board Policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in

inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person, via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is

prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.

14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

#### Occasional Personal Use

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district.

#### Important Information Concerning CPS Technology

##### **Reporting lost or stolen technology during the school day:**

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450), Troy Medinger (x13086), or Lynne Shonka (13396).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

##### **Reporting lost or stolen technology at times other than the school day:**

- **Call the CPS Technology Hotline at [402-563-7069](tel:402-563-7069).**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
  - Name of person the equipment is assigned to

- Person's name making report
- Location where computer was when it went missing
- Contact number to be called back

### **Section 5: Use of School Facilities**

Employees who are issued keys to the school are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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

Building and grounds must be kept in a clean and orderly condition. It should not be necessary for the Executive Director of Operations to call attention of the Principal to conditions that need to be remedied. Scotch tape should be used only on glass and wood; never on chalkboards or plastered walls. Masking tape should be used only for a very limited period of time.

Students are not to be in buildings without adequate supervision. A staff member must be responsible for the supervision of every student in the building at all times. Building principals will see that this rule is observed. **STAFF MEMBERS SHOULD NEVER, UNDER ANY CIRCUMSTANCES, LEND THEIR KEYS TO ANYONE. THIS REFERS TO BOTH OUTSIDE DOOR KEYS AND KEYS USED INSIDE THE BUILDING.**

Should a key be lost or stolen the staff member will be responsible for paying the cost of re-keying or replacing all locks the key opens in the building(s).

Custodians should be in attendance whenever the building is in use unless exceptions are approved by the building administration.

### **Section 6: Care of School Property**

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

School equipment and buildings should be kept in first-class condition. Custodians are instructed to make all minor repairs, if possible, by the close of the day. If repairs are such that the building custodian cannot take care of it, then fill out a work order, retain one copy, and send two copies to the office of the Executive Director of Operations. In case of emergency, when repair must be made at once, call either the supervisor of Buildings and Grounds or the Executive Director of

Operations.

Custodians are to notify their respective Principal of work neglected, repairs required, or building conditions that need to be corrected. Custodians are limited in the amount of time available for any individual room. Employees may materially assist in seeing that the work of custodians is not hindered by carelessness on the part of students or others using respective rooms.

### **Section 7: Video Surveillance**

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

In the event a video surveillance recording captures a student or other building user violation school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

### **Section 8: Bulletins & Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

### **Section 9: Copyright & Fair Use Policy**

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

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

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
  - The nature of the copyrighted works
  - The amount and substantiality of the portion used in relation to the copyrighted work as a whole
  - The effect of the use upon the potential market for or value of the copyrighted work.
- Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is fair. Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

### **Section 10: Lost & Found**

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

### **Section 11: Safety Program and Committee**

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries, and work place conditions. A representative from each bargaining group plus representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact your supervisor or the Superintendent. Employees can make suggestions and/or report concerns to the safety committee by contacting a member of the safety committee or the Superintendent.

### **Safety Practices**

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

- Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc. to reach high places, put things on bulletin boards, etc.
- Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
- Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non- operating tool, windows, doors, etc.). Follow up if not repaired.
- Do not use equipment if you are not familiar with it or operate machinery without proper training.
- Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
- Report any injuries or medical problems to your supervisor immediately and complete the Employee Accident Report.
- Wear seatbelts when in vehicles where provided.
- Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.
- Do not engage in horseplay. Such conduct is a common cause of injuries and is not consistent with job duties.

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

### **Section 12: Use of Personal Vehicles**

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

verify this information and to be given instruction on emergency evacuation and first aid. Employees who drive school vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Employees are not to use cell phones or text while driving a school vehicle or while transporting children.

### **Section 13: Asbestos**

You are hereby notified that current federal regulations require all schools to inventory asbestos-containing material and to develop a management plan to identify and control asbestos in their buildings. In addition, each parent, teacher, and employee organization must be notified annually about inspections, re-inspections, response actions, and past response actions and activities, including periodic surveillance that is planned or in progress. This handbook insert shall serve as that official notice to each employee. Each school building in the Columbus Public Schools has had a six-month surveillance inspection and a three-year inspection, with the last three-year inspection currently being conducted by certified in-house personnel. All other types of asbestos activities are posted in the Public Notice ads of the Columbus Telegram as the district needs to address those types of activities. The plan for each building is available at the Central Administration Building and at each school for that particular school for inspection (without cost) to any interested person. The district may charge for copies of the plan. The plan for each building has also been submitted to the Nebraska Department of Health, Division of Environmental Health and Housing surveillance in accordance with federal regulations. For more information on the Asbestos Management Plan, contact the Director of Business Services, 2508 27<sup>th</sup> Street, Columbus, Nebraska 68601, 563-7000.

### **Section 14: Political Campaigns & Issues**

Political office campaigns or issue campaigns may not be conducted within school facilities or on school premises, nor may materials relating to them be distributed. An exception to this is when such is part of an instructional unit where both sides of the issue, or both candidates, are treated fairly. Students or student groups may not participate or perform on occasions which are strictly partisan or sectarian in character or purpose except if requested by the President of the United States on a political visit to Columbus. Bond issues, referendums, initiatives, and legislative issues may be discussed and materials distributed at Board approved meetings on school property and at the invitation of organizations or school groups using school facilities. Public schools may be used as a public polling place where all election laws will be observed. Political candidates and issues may be discussed at employee organization meetings held on school premises.

### **Section 15: Flags**

The statutes of Nebraska require that flags (American and State) shall be raised upon respective staffs on all national holidays and special school occasions, and they shall remain thereon from nine o'clock in the morning until four o'clock in the afternoon when weather conditions are favorable. Outdoor flags shall be prominently displayed on the school grounds each day that school is in session. Principals are responsible for insuring that the flag is taken in during stormy weather.

The statutes of Nebraska require that an American flag shall be continuously displayed on the interior wall of every classroom and auditorium in the public school buildings in Nebraska.

### **Section 16: District-Employee Communications**

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether

live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

## ARTICLE 7: STATE AND FEDERAL PROGRAMS

### Section 1: Notice of Nondiscrimination

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights, where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights  
Commission  
8930 Ward Parkway, Suite 2037  
Kansas City, MO 64114  
816-268-0550

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

### Section 2: Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Columbus Public Schools, 2508 27 Street, Columbus NE 68601.

### Section 3: Anti-Discrimination & Harassment Elimination of Discrimination

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

#### Preventing Harassment and Discrimination

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

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with

the person's work performance or create an intimidation at work, instructional, or an educational environment.

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

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

- Submission to such conduct is either an explicit or implicit term or condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually orientation, kidding, teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

### **Complaint and Grievance Procedures**

Employee Complaints or Concerns: Employees are to inform their supervisor of any complaints or concerns about the operations of the District using the established chain of command (immediate supervisor, building principal, Director of Human Resources, Superintendent) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor. It is important to the efficient and successful operation of the District and a duty of all employees to share any such complaints or concerns in a responsible, professional manner so as to:

- not disrupt the proper functioning of their duties;
- not undermine the authority of their co-workers, supervisors, or superiors;
- maintain appropriate and productive working relationships with their co-workers, supervisors, and superiors; and,
- ensure that all applicable laws and regulations are followed.

Communications from employees regarding complaints or concerns must be accurate, demonstrate sound judgment, and promote the District's mission, and must be submitted to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) in written form and signed. Further, the employee is to maintain confidentiality of the report so that the problem can be appropriately corrected in the best interests of the District. Employees are to use the appropriate complaint or grievance mechanism for matters involving anti-discrimination or harassment as noted elsewhere in this Handbook.

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

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

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

<b>Law, Policy or Program</b>	<b>Issue or Concern</b>	<b>Coordinator</b>
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Executive Director of Business Operations & Human Relations
Title IX	Discrimination or harassment based on sex, gender equity	Executive Director of Business Operations & Human Relations
Section 504 of the Rehabilitation Act and the American With Disabilities Act Homeless Student Laws	Discrimination, harassment or reasonable accommodations of persons with disabilities Children who are homeless	Executive Director of Student Services Executive Director of Student Services
Safe and Drug Free Schools and Communities	Safe and Drug Free Schools	Executive Director of Student Services

proposed resolution of the Complaint, and shall be forwarded to the Complainant.

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

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

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

**Section 6: Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep

information about the participation of students in the program confidential.

**Section 7: Confidentiality of Protected Health Information**

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

## **ARTICLE 8: MISCELLANEOUS INFORMATION**

### **Section 1: Crisis Response Team**

People in crisis often experience anxiety, feelings of vulnerability and difficulty. Events such as the death of a teacher or student, natural or accidental disasters, and real or threatened violence may produce a crisis for students and faculty alike. The need to cope effectively is necessary. The purpose of the Columbus Public Schools Crisis Response team is to evaluate crisis situations and plan intervention strategies. Guidelines are written to help address these concerns and to establish procedures for situations.

### **Section 2: Advertisement & Promotions**

Advertisements, promotions, soliciting, and fund drives conducted in the school buildings or on school grounds are sometimes inevitable, sometimes necessary, and sometimes important. Care shall be taken to consider the effects of such activities upon the students, parents, and the community. Board policy and administrative rules and regulations provide guidance for decisions regarding these topics. (Copies of all promotional materials to be distributed directly to students must be provided by the promoter in both English and Spanish.)

- The Board recognizes that modern production, packaging, and distribution methods make it all but inevitable that some materials and equipment will carry advertising or promotional slogans to which students will be exposed.
- Where advertising or promotions are presented to students as part of any program or is present on any instructional material, the overall benefits of the program or material must outweigh adverse effects of the advertising or promotion.
- Advertisements and promotions for school events, for school sponsored programs, for athletic events, for use in sponsoring the school paper or school annuals are approved forms of advertisement and promotion. However, advertising which refers to tobacco, alcoholic drinks, or unlawful drugs is forbidden in any school publication.
- Students or employees while on school premises shall be protected from unauthorized solicitation for the purchase of goods or services, for participation in an organized campaign to raise funds, and for the donation of money or goods to an organized campaign.
- Teachers may not permit such campaigns, drives, or solicitation within their classrooms except for those outlined in policy or in administrative regulations.
- Any and all community fund drives officially recognized and permitted on school premises will be determined by the Office of the Superintendent of Schools, and/or the Board of Education.
- Fund raising activities sponsored by school clubs, school classes, and parent organizations are part of approved school activity. In the conduct of any approved campaign for funds, no quotas may be set for individual and donations must be entirely voluntary without any pressure which compares the giving of one individual with the giving of another individual.

### **Section 3: Distribution of Information**

Cooperation with community service and youth serving agencies through assisting these agencies in the distribution of information of value to students and their families shall be as follows:

- Each distribution must be approved by the Executive Director of Student Services.
- Principals shall notify teachers of the distribution.
- Representatives of agencies wishing to distribute information through the schools shall:
  - Package and label by building and by classroom enough materials to go to each child or family as targeted for distribution.

- Deliver material to the Central Administrative Office at least one day prior to mail delivery or, after approval, deliver directly to the buildings.
- Material with political, commercial, or religious content will not be approved for distribution, nor will materials containing art or composition which is in bad taste or otherwise inappropriate for distribution to students.

#### **Section 4: Parent-Teacher Organizations**

We recognize the Parent-Teacher Association, School Site Councils, and other school/parent groups as some of our strongest allies. Staff members are asked to cooperate with the officials of these organizations and do all within their power to assist in the work.

#### **Section 5: Requisitions**

No student, teacher, or employee of the Board shall have power to purchase, or agree to purchase, any supplies or materials for use in the public schools, whether or not to be sold to student or used in any department whatsoever, except by a proper requisition for a purchase order through the appropriate office. This also applies to purchase of services, such as printing, etc.

When ordering supplies or materials through the Warehouse, a requisition form signed by the Principal/supervisor must be submitted to the Administration Office for processing. The requisitioner should specify item number and description and make a copy for his/her records. Be sure to include budget code numbers on the requisition.

Supplies and materials may be requisitioned through the Principal. When ordering from the Warehouse, specify item number and description.

All requisitions are to be made electronically, and must be approved by the respective Principals. The building principal will assign the purchase order number and forward the electronic submission based on the District's requisition process.

#### **Section 6: Soliciting**

Employees while on school premises, shall not be solicited for the purchase of goods or services, not be requested to participate in an organized campaign to raise funds or not be requested to donate money or goods to an organized campaign. Approved fund drives must be entirely voluntary. Exceptions are:

- Columbus Public Schools Foundation, United Way Fund Drive, Combined Health Agencies Drive (CHAD), and the Community Health Charities.
- Fund-raising activities sponsored by school clubs, school classes, and parent organizations approved by the building principals/supervisors.
- Contribution to courtesy funds for serious illness of a staff member or student and to the retirement of staff members approved by the building principal/supervisor.
- Solicitation of students to produce services and materials for community organizations or groups to the extent that such production furthers the students' educational development and does not exploit them and are approved by the building principal.
- Internal fund drives of employee organizations.
- Other solicitations, sales, or drives approved by the Executive Director of Business Operations.

#### **Section 7: Visitors**

All visitors to any school building are required to report immediately to the buildings main office. No visitor will be allowed in the building without the prior approval of the building

Principal and/or the Principal's designee. All visitors must have a visitor badge. Staff members are expected to notify the office if a visitor does not have a badge. Any child visiting school must be accompanied by an adult.

**Section 8: Pay for the Performance of Other Duties**

Classified, non-exempt employees can only earn overtime pay on their regularly scheduled duties. If an individual employee volunteers to sell tickets, keep score, work a concession stand, they may be paid an amount that is different from their regular hourly wage.

## Appendix 1

### INTERNAL COMPLAINT PROCEDURES FOR STAFF: Policy 403.055

The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education.

#### **Internal Complaints regarding School Personnel**

##### Step 1

If the complaint is in regard to another Staff member, the complainant should request a conference with the building principal to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.

##### Step 2

If staff member is dissatisfied with the result of this conference, the staff member can request a second conference with a district administrator (Executive Director of Finance and Human Resources), the principal, and the staff member.

##### Step 3

If staff member is not satisfied with the resolution of the complaint at the 2<sup>nd</sup> level, the staff member can request a conference with the Superintendent of Schools for discussion of the problem.

**\*\*If a complaint is in regards to the building principal the staff member must go directly to Step 2**

#### **Community Complaints regarding School Personnel**

##### Step 1

If complainant is not satisfied with the process with the employee in question, the Principal and his/her designee reviews, investigate, and makes a recommendation.

##### Step 2

If complainant is not satisfied with the process and outcome of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator (Executive Director of Finance and Human Resources).

##### Step 3

If complainant is not satisfied with the process of the administrator's decision, an appeal can be made to the Superintendent of Schools.

\*If a complaint is in regards to the building principal the community member must go directly to the Superintendent

\*\*Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

### **Internal Complaint Process regarding an administrator**

#### Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

#### Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

#### Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

#### Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

### **Community Complaints regarding School Administration**

#### Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

## Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

## Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

## Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

\*If a complaint is in regards to the building principal the community member can go directly to Step 2

\*\*Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

## **INSTRUCTIONS FOR PREPARING A COMPLAINT**

Please Type or Print.

1. If you are filing a Complaint against a process, problem, or person or more than one person, a separate form should be used for each process or person. If you have more than one complaint against the same process, problem, or person, you should use one form and describe each incident. As the Complainant, your name and phone number must appear in the blanks at the top of the first page.
2. The process, problem, or person against whom a Complaint is filed is called the Respondent and the Respondent's name must appear at the top of the first page on the left hand side, below your name. Also list the Respondent's name and telephone number in the blanks immediately underneath the complainant information.
3. In the complaint section, please list the facts, which you believe constitute a violation of professional conduct and ethics and/or process used. Use additional sheets as necessary and number each page.
4. In the witness section, list individually the full name and telephone number of each witness to verify as to the alleged incident if appropriate.
5. Your signature should appear on the "verification" page indicating the complaint is factual to the complainant's knowledge.

6. Please mail, email, or deliver the completed Complaint form to the direct supervisor. If the complaint is in regard to the direct supervisor, please send the form to the Superintendent. If the complaint is in regard to the Superintendent please send the form to the Executive Director of Human Resources.

A blank complaint form is attached or you may type your own form.

Dated: 3/18





VERIFICATION

WHEREFORE, Complainant requests that the Superintendent investigate this Complaint and take such action as is warranted.

I, \_\_\_\_\_, have read the contents of the Complaint and that to the best of my knowledge, information, and belief such contents are true and there is reasonable cause for filing said document.

\_\_\_\_\_

(Signature of Complainant)

\_\_\_\_\_

(Printed Name of Complainant)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BEFORE THE SUPERINTENDENT OF SCHOOLS &  
COLUMBUS PUBLIC SCHOOLS BOARD OF EDUCATION

**For Internal Use**

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Respondent, )

Case No. \_\_\_\_\_  
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# **Columbus Public Schools 2020-21**



## **Teacher Handbook**

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# **Columbus Public Schools Teacher Handbook**

## **FOREWORD**

### **Section 1: Intent of Handbook**

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

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

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

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

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

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

## **Section 2: Information About Columbus Public Schools**

### **Profile of Columbus Public Schools:**

In many ways, Columbus Public Schools are similar to schools found in any mid-western community of 22,000 in population. However, the differences, which exist may be said to be significant. Only a close examination will reveal the importance of the differences because it is nearly impossible to quantify such things as community support, dynamic leadership, and belief in education.

The Columbus Schools are governed by a six-member elected Board of Education that sets policies for the District. The Board appoints a Superintendent who is responsible for day-to-day administration of Board policy. The superintendent supervises all administrative staff including building principals, who are in daily contact with teachers and students.

The Columbus Public School District serves approximately 4,100 students who live within its boundaries. The organization of the district features five new or recently remodeled K-4 elementary schools, one 5-8 middle school and one four-year high school. The District presently employs 315 Nebraska certified teachers.

Core area curricula for reading/language arts, math, science, and social studies are aligned to the Nebraska State Standards. Curriculum guides for all other content areas are developed using national standards. Curricula are reviewed and revised on a regular basis. Instruction in English, science, mathematics, social studies, information literacy, art, music, health, and physical education is provided at all levels. World languages, family and consumer sciences, computer literacy, business education, and technical education are available at the secondary level.

The District seeks to provide students with many educational options. The middle school offers high track courses in foreign language, language arts, math, and science. In addition, middle school students can take exploratory curriculum in industrial technology, art, speech, world language, family consumer sciences, chorus, music, band and computers.

The high school offers advanced placement (AP) classes in chemistry, calculus, English, physics, psychology, and U.S. Government, as well as college placement courses. Students have the opportunity to take coursework from other schools via the Distance Learning Center. Students also have the opportunity to take part in band, chorus and the fall musical as well as more than 55 extracurricular activities. Columbus High School offers 19 varsity sports and is in Class B, which means it is one of the largest schools in Nebraska. Teams participate in events sponsored by the Greater Nebraska Athletic Conference.

The elementary schools all have state of the art computer labs, and extended learning opportunities offered within the HAL Program, which is an enrichment program for high ability students focusing on higher level thinking skills.

Appropriate educational services for all students are important in the Columbus Public Schools. Students with handicapping conditions need specialized services to help them maximize their learning capabilities. A continuum of Special Education services and programs are provided to meet individual needs. These services include support services for families and children in home and preschool settings.

School age children receive Special Education services in regular education classrooms and in self-contained settings as determined by each child’s individualized educational plan.

In the belief that reading is the key to academic success, the Columbus Public School District’s reading program includes direct instruction in phonics, word structure skills, vocabulary, and comprehension skills. The Nebraska State Standards and teacher expertise are used to establish the grade level expectations. Reading instruction is provided in small groups at the appropriate level for each student. Ongoing assessment is an integral component of the instructional program to verify acquisition of skills and to ensure movement of students to the correct level of difficulty for instruction. In addition to the regular delivery of instruction, interventions are implemented whenever students are not meeting the expectations of their specific grade levels.

Assistance in the basic reading program is provided through a variety of support services in the elementary schools. Children in eligible schools who are in need of additional support may be helped through the Title I, EL, or Special Education Programs.

Teachers selected for this district are judged to be highly professional with the desire and intent to continually grow professionally. Staff development activities are provided in-district through structured teacher collaboration meetings and on specified professional development days during the school year. In addition, staff members are provided opportunities to attend workshops and conferences as appropriate to their needs and instructional areas.

Teachers in Columbus:

- Can participate in local, state and national professional groups.
- Work together to develop and update curriculum.
- Serve on professional task forces in the staff development program.
- Have assistance from excellent specialized referral services.
- Participate in decision making in their individual buildings.

Approximately 30 welcoming churches representing over 20 denominations provide ample opportunity for meaningful religious experiences in the church of an individual’s choice.

### **Section 3: District Mission Statement**

***The Mission of the Columbus Public Schools:*** “Engaging All Learners to Achieve Success”

***The Vision of the Columbus Public Schools:***

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

**Article 1: SCHOOL CALENDAR AND SCHEDULES**

## **Section 2: Daily Schedule**

Will be communicated by the building Principal.

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

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

Decision to Close Schools: A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made through the automated calling system and to the news media when schools will be closed.**

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

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

Emergency Conditions: Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## **Section 4: Contract Days**

Teachers are contracted for 188 contract days for school year (hereinafter referred to as the "contract year"). Teachers new to the district have 191 contract days. These contract days shall be served by individual teachers on varying schedules as established by the Board of Education and administration.

## **Section 5: Make-Up Days**

Unless weather prohibits it, staff will be required to report on snow days at a time determined by the Superintendent. In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

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

### **Section 1: Employment**

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

On or after March 15th of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance by the date designated in the notice. Failure of teachers to respond to the request to signify acceptance of employment by the designated date shall constitute cause for amendment or termination of the teacher's contract.

Should a teacher wish to resign from employment, the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 1st or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

### **Section 2: Assignments**

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

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

### **Section 3: Personnel File**

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

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

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. ~~At~~

~~other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.~~

Board of Education policy requires that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education. Complete information regarding complaints may be found in Appendix 1.

## **Section 5: Compensation**

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

Changes in Salary Schedule Placement. Changes in a teacher’s placement on the salary schedule are governed by the provisions of the negotiated agreement. Teachers are expected to provide the Director of Business Operations and Human Resources with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher’s placement on the salary schedule. Failure to provide an official transcript on or before September 1 from the post-graduate institution of the graduate hours earned will result in no recognized credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or weekend day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher’s employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum. Beginning with the 2013-2014 school year, teachers new to the district have the option to receive their salaries divided into thirteen (13) equal payments with the first payment beginning in August of their first year of employment. The August paycheck will also include summer training stipends. Insurance benefits or cash in lieu will begin on September 1 and be divided out over twelve (12) equal payments.

Signing Bonus: Teachers new to the district will receive their signing bonus plus any other stipend for required training completed prior to the first contract day. This pay will be issued in the August pay cycle.

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

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

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at rate listed in the negotiated agreement.

## **Section 7: Benefits**

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

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA provides coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

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

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

## **Section 9: Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular working hours between two or more work sites. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

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

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

## **Section 11: Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time.

## **Section 12: Employee Assistance Program**

The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc.

## **Article 3 – ABSENCES FROM WORK**

### **Section 1: Paid Leaves**

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

Definition of Immediate Family: For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: Husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, and uncle, step children, step mother, step father, step brother, and step sister.

Requests for Leave: Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. A teacher who becomes ill outside of school hours and is unable to work is to contact the Central sub-caller before 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to building secretary as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as soon as possible.

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

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

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

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

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 188 days of total salary and fringe benefits.

### **Section 3: Sick Leave**

Each certificated employee of the District, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for the provisions of this policy. This policy governs the extent an employee will receive pay for absence from work for reasons of personal illness/injury (see Workman's Compensation Policy), conditions associated with personal pregnancy, childbirth or related medical conditions and quarantine due to exposure to a contagious disease which prevents an employee from reporting to work able to perform his/her work satisfactorily. A written verification from a

physician licensed to practice medicine may be required by the Superintendent after an absence from work that exceeds five (5) consecutive working days. In addition, if said absence continues beyond twenty (20) consecutive working days, said employee may be required to submit a written verification from a licensed physician of the need for his/her continued absence from work and may be required to submit additional written verification from a licensed physician each ten (10) working days thereafter to remain eligible for this benefit.

The number of days an employee shall receive pay for absences due to reasons or conditions defined above will be determined by the number of accumulated sick leave days credited to said employee. An employee may, at his/her discretion, request that any days absent from work for a condition defined in the previous paragraph be treated as, and shall be granted as, leave without pay for such absences. Any days absent from work for a condition defined in the previous paragraph beyond the number of accumulated days shall be treated as leave without pay. Employees of the District will be granted ten (10) days of sick leave each year. Said days will be allowed to accumulate to a maximum of eighty (80) days.

Upon returning to work for absence due to a condition defined herein, the affected employee must file with his immediate supervisor a "Sick Leave" form. This form shall contain a perjury statement reading, "I declare under penalty of perjury that this is a true and just claim and falsifying this report could result in loss of all or part of my accumulated sick leave."

A teacher who is reemployed shall receive sick leave benefits in the following manner:

1. Up to two (2) years absence, no loss of accumulated leave;
2. Three (3) to five (5) years absence, five (5) days loss of accumulated sick leave for each year of absence;
3. Six (6) or more years of absence, will start as new teacher.
4. Covered employees on Extended Duty shall receive additional Sick Leave at the rate of one (1) contract day for each additional twenty (20) contract days of work.

Any catastrophic illness or other situation under the sick leave provisions may be considered by the Superintendent for additional sick leave.

Upon separation from the District a certificated employee who has completed 15 or more consecutive years with the District will be compensated one-half of the regular substitute teacher rate in that employee's final year with the district for each day of unused sick leave up to a limit of 40 days. Unused sick leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

In the event that the District implements an Early Retirement Incentive Program, a certificated employee who has completed 15 or more consecutive years with the District shall be permitted to select either the pay for unused sick leave benefit or the early retirement incentive program benefit, but not both benefits.

#### **Section 4: Leave Without Pay**

The Columbus Public Schools Board of Education, recognizing the need of staff members to take leave from their duties at school for various situations, establishes a program in which staff members can request a leave of absence without pay for a specific period of time. Approval of such leave shall be

governed by the instructional needs of the students as determined by the Building Principal/Director. Requests for leave without pay must receive the written approval of the Building Principal/Director and the Superintendent of Schools before being granted. Staff members shall submit their requests for leave on appropriate forms supplied by the School District and follow specific rules and regulations as established by the administration to support this policy.

The following rules and procedures will govern leave without pay:

1. A leave shall not be granted for a time period greater than one year in length.
2. Staff members shall make their requests on a leave without pay form and shall attach a written letter identifying the purpose for such leave. Forms should be submitted to their Principal or Director.
3. A Principal or Director shall consider the following before acting upon a request for leave without pay:
  - a. Instructional needs of the students in the District.
  - b. The needs of the staff member requesting the leave.
  - c. Ability to find a suitable replacement for said staff member.
  - d. If leave is for less than one year, appropriate starting and ending times of leave will be established. These times should prove to be the least disruptive for the students' educational program.
4. The Principal/Director may approve or reject the request for leave without pay.
5. If the Principal/Director approves the leave without pay, the staff member shall do the following:
  - a. Submit to the Principal/Director on an approved form the mailing address where the staff member can be reached during March of the year when the staff member is on leave so that the staff member can receive notice of the offer of continuing employment.
  - b. The staff member will understand that he/she shall respond to the offer of continuing employment by:
    - i. Stating that he/she wants to return to his/her position or;
    - ii. Requesting an extension of his/her leave for another year thereby giving up his/her right to a guaranteed position.
  - c. If a teacher is on an extension of his or her leave, and said teacher indicates that he/she wishes to be employed, such teacher shall accept the first position offered. If such offer is not accepted, no other offers will be made during that year. The teacher is free to apply for any position that is available and such application will be given consideration.
  - d. If the staff member does not respond within the allotted time frame, it shall be considered as a resignation and the Board will terminate the contract and all obligations to the staff member.
  - e. If the Principal/Director approves an extension for the staff member, the staff member shall complete all steps (a) through (c).
6. In no case will a staff member be granted more than two extensions to leave without pay. The total time frame of leave without pay and extension will not exceed three years. If a leave of absence begins during a school year and does not extend beyond ten (10) working days, said employee's salary will be reduced by 1/(number of contract days) for each day missed. If said absence continues beyond ten (10) consecutive working days in one school year, said employee's salary and health insurance/annuity money will be reduced according to the formula named above. Said employee's life insurance and long term disability insurance will be continued at the District's expense for the duration of the leave during the school year for which the leave was

initiated. Any employee receiving an extension of his/her leave beyond the school year during which the leave was initiated will receive no salary or other monetary benefits until he/she returns to work. An employee on such leave beyond ten (10) consecutive days may elect to continue his/her health insurance at his/her expense. No increment credit will be awarded to any teacher on such leave if his/her absence during any school year is for more than one-half school year.

### **Section 5: Bereavement Leave**

Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Bereavement leave will also be available to both the male and female parent in the event of "lost pregnancies" (miscarriage, ectopic pregnancy, or stillbirth). Five additional days per incident may be granted which shall be charged against accumulated sick leave.

Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

Staff members are to submit requests for bereavement leave on the Application for Leave form. Leave requests submitted following the absence will not be accepted unless approved by the Principal and Executive Director of Business Operations or Human Resources.

### **Section 6: Family Illness Leave**

Up to ten (10) days of accumulated sick leave may be used in the case of family illness. Up to five (5) days of accumulated sick leave per year may be used for family parenting (birth of a child, grandchild, or adoption) leave. An additional five (5) days may be used for which substitute pay will be deducted. Thereafter, full pay deduction will be made.

The Superintendent may grant additional family illness days due to severe illness or injury to the employee's spouse, children or person(s) for whom the employee is solely responsible. Approved additional family illness days would be deducted from the employee's accumulated sick leave.

### **Section 7: Personal Leave**

Three (3) days of paid personal leave shall be granted to each certificated employee during each contract year. Persons desiring to take a personal leave day must make a personal request to their immediate supervisor. The exercise of personal leave shall be subject to the following provisions:

1. Three (3) days of personal leave requested shall be subject to administrative approval and must be applied for at least (5) calendar days in advance of the date the leave will occur.
2. The Superintendent may grant personal leave without 5 days notice (assuming the employee has a day of personal leave left) when conditions or situations make it impossible for an employee to fulfill his/her assigned duties.

3. Application for personal leave that extends the breaks of Labor Day, Thanksgiving, Christmas / New Years, spring break, Easter, or Memorial Day; or that replaces the first contract day, the last contract day, or parent / teacher conferences shall be subject to the Superintendent's approval.
4. Personal Leave shall be handled confidentially.
5. The District will compensate certificated employees \$100 for each day of unused personal leave up to a maximum of three (3) days per school year. Unused personal leave will be compensated in increments of no less than .5 days in the June payroll check.

### **Section 8: Personal Professional Leave**

Certificated employees covered by this agreement shall be limited to three (3) Professional Leave days. Due to district initiatives, personal professional development, school improvement and/or professional improvement plans an employee may be eligible for this leave with the approval of the Superintendent and/or his/her designee.

### **Section 9: Adoption Leave**

An employee of the District who adopts a child may use provisions of the Adoption Leave Policy as per state statute.

### **Section 10: Court Summons Leave**

Any teacher subpoenaed to appear as a witness in court (except for personal law violations) must notify his/her supervisor as promptly as possible upon receipt of the subpoena. In addition to informing his/her supervisor, the teacher shall complete a Court Summons Leave Form.

Any teacher of the district responding to a subpoena as provided above shall not receive any reduction in salary for any part of the period of time he/she is absent from work. Any monies received from the court for such an appearance shall be the property of the teacher.

### **Section 11: Election Worker and Jury Leave**

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

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

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

### **Section 12: Military Leave**

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military

leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

### **Section 13: Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

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

Eligibility Requirements. You are eligible if you have been employed with Columbus Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Columbus Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE ([1-866-487-9243](tel:1-866-487-9243)) TTY: [1-877-889-5627](tel:1-877-889-5627) or [www.wagehour.dol.gov](http://www.wagehour.dol.gov)

### **Section 15: Consideration of Elective Leave Requests**

Staff members are to submit requests for all forms of elective leave (personal leave, special personal leave, and professional personal leave) to their immediate supervisor. Such requests will typically be approved, but may be denied based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

## **Article 4: DUTIES AND RESPONSIBILITIES**

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

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

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

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to be at their assigned duties, except that duty-free lunchtime can be spent off-site. Staff may leave the building earlier when called to a district meeting.

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

Teachers shall attend meetings called by administrators, department heads and team leaders, except those meetings, which are designated for optional attendance.

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

Full-time teachers have a designated on-site workday that is one hour in combination before or after school. For specific times, check with building administrators.

### **Section 3: Leaving School**

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

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

### **Section 4: Lesson Plans**

Teachers will prepare written lesson plans according to building rules and procedures. The plans must be in the plan book. Please keep the plan book, including lesson plans, class rosters, etc. in a noticeable, easily accessible place. If that is not possible, the plan book should be kept in a place in which the plan book will be readily available in the teacher's absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that a substitute teacher or other staff member not familiar with previous classroom activities or progress can

easily use them. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

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

Every teacher is required to keep a complete record of the attendance and achievement of every student.

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

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

1. Textbook and Room Inventory: All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.
2. Use of Phones/Cell Phones: Teachers shall not use phones or cell phones during instructional time or during professional development time except in the case of an emergency.
3. Use of Paraeducators: Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Classroom paras should primarily be used to provide individual or small group assistance to students. Paraeducators are to work only on their assigned workdays and within their assigned workday.
4. Checking Out of Equipment: All equipment must be checked out through the building principal or designee. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.
5. Requisition of Equipment and Supplies: Books and supplies that are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.
6. E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook. A user fee may be paid that allows staff to utilize computers for personal uses.
7. Teacher Mail Box: Each teacher will be assigned a mailbox located in the school office or workroom. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communicate regarding school business.
8. Teachers Meetings: All teachers are expected to be present for staff meetings, unless they are absent from school for good cause or have made prior arrangements.

## **Section 7: Supervision of Students**

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

### **1. Proper Supervision**

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on supervised 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).
- Use of corporal punishment is prohibited at Columbus Public 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.
- 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 safety instructions as often as needed.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).

### **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.

### **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 possible and students detained when a situation exists which could cause injury to students or others. Examples include:

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

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

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

### **Section 8: Managing Student Conduct**

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff 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 principal if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Section 9: Dispensing Medication**

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

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

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

Nebraska State Law mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) 1-800-652-1999 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:

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

Teachers are to inform their school counselor, social worker, 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, the school social worker or an administrator will help you.

### **Section 11: Fundraising**

Fundraising is defined as the selling of a product, providing a service or activity, or requesting donations of any kind. As noted in Board of Education policy 506.07, all fundraising for student organizations, outside organizations, and charitable giving campaigns must have prior administrative approval from the building principal and the Executive Director of Business/Human Relations, evidenced by signature on a completed School Fundraising Application. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

### **Section 12: Purchases with Building or District Funds:**

The board of education recognizes the importance of sound fiscal management practices and expects efficient and consistent procedures in purchasing materials and services for the district. Requests for equipment, materials, books, supplies, reimbursement claims, and other expenses shall be made by the employee to his/her supervisor or administrator. Such requests are to be approved prior to the order being placed or the expense being encumbered. No payment of a bill will be made without an approved purchase order. Tax exempt status is to be requested of all purchases and sales tax will only be reimbursed if the vendor does not accept the tax-exempt form.

All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district. No employee may enter into a contract with a supplier unless the administrator or supervisor also endorses that contract.

### **Section 13, District Credit Cards:**

A CPS credit card may be checked out for occasions when you are traveling on district business and returned when its specific use has been accomplished. If you wish to use a District credit card, contact the Director of Finance and Human Resources no less than 5 days in advance to obtain a request form and summary of District policies pertaining to expenditures and use of credit cards.

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

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

The Columbus Public 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2: Evaluations**

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

**Section 3: Role Model**

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

**Section 4: Relationships**

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

The relationship between a building principal or supervisor and staff within the building or department is always enhanced by direct communication between the staff members and the principal or supervisor.

Direct communication is the best way to solve potential problems, relieve tensions, and to clarify any misunderstandings.

The staff member should request a conference with the building principal or supervisor and attempt to resolve the concern or complaint. In the event the concern is with the building principal, then the staff member should request a conference with the Superintendent of Schools.

### **Section 5: Professional Attire**

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

### **Section 6: Private Tutoring**

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

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

### **Section 7: Outside Employment**

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

## **Article 6 – ACADEMIC MATTERS**

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

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

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

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

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education (“special education students”), students with other disabilities, which impact the educational program (“504 students”), and limited English proficient students (“LEP or EL 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/EL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

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

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

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

Grades and Grading. Measuring and accurately reporting the level of each student’s academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, teachers shall develop a variety of common 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. 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 district-approved record keeping system. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the grading scales approved for the elementary, middle, and high school. Any deviation from the approved grade scales must be approved by the building principal.

Grading scales are expected to be used according to the following guidelines:

- No other grade scales are to be used on official records or reports.
- "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.
- The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks)
- Teachers may exercise professional judgment in distributing marks. Behavior should not be included in an academic grade. Marks are not expected to be distributed on a normal curve.

### **Updating Grades**

6-12 teachers should update weekly. K-5 teachers should be updated every two weeks unless otherwise directed by principals.

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

Incomplete Classes: Some students in certain situations may qualify for an approved incomplete for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples.

Transfer Grades: A student transferring into Columbus High School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the principal or designee.

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.

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

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory.

### **Section 6: Use of Video Resources for Instructional Purposes**

Video or other media resources used to support the educational process must: 1) relate to the concept being taught, 2) have a PG-13 or lower rating (or have prior permission by the principal if above PG-13), 3) must be previewed in their entirety by the teacher before using in class, and 4) the expectation is to use excerpts of the program to illustrate important concepts rather than viewing an entire 90- to 120-minute show.

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

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

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

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

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

### **Section 3: Weapon-Free Workplace**

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

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

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the

handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
9. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
10. Any other object that is designed for or intended for use as a destructive or injurious device.

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

#### **Section 4: Acceptable Use of District Computer Network and Internet**

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

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with State law, Federal law, and/or Board Policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person,

via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

### Occasional Personal Use

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district.

### Important Information Concerning CPS Technology

#### **Reporting lost or stolen technology during the school day:**

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450), Troy Medinger (x13086), or Lynne Shonka (13396).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

#### **Reporting lost or stolen technology at times other than the school day:**

- **Call the CPS Technology Hotline at [402-563-7069](tel:402-563-7069).**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
  - Name of person the equipment is assigned to
  - Person's name making report
  - Location where computer was when it went missing
  - Contact number to be called back

### **Section 5: Use of School Facilities**

Teachers will be provided access to the school. Teachers are expected to maintain security of building access methods and not give this access to others. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry

door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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

### **Section 6: Care of School Property**

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

### **Section 7: Use of Telephone**

Personal telephone calls shall not be made during student instruction time except in the event of an emergency. Long distance calls on school telephones must be made from the office.

### **Section 8: Visitors**

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

### **Section 9: Salespersons**

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

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

### **Section 10: Security of Desks and Lockers**

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

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable

grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a noninvestigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

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

### **Section 11: Video Surveillance**

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

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

### **Section 12: Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

### **Section 13: Copyright and Fair Use Policy**

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

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

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

- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

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

#### **Section 14: Lost and Found**

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

#### **Section 15: Safety**

##### Safety Program and Safety Committee

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

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from CEA plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers association representative of the safety committee, (2) contact the President of the teachers association, or (3) contact the Safety Committee in care of the Superintendent.

##### Safety Practices

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

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.

10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.
11. Use your blood-borne pathogen kit and training provided.

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

#### Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

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

#### Workers Compensation

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

#### **Section 16: Traveling on School Business:**

School employees will be provided with a school-owned vehicle when such a vehicle is available. Submit a transportation request to the CHS Activities Assistant. When a school vehicle is not available or for trips outside the boundaries the District but less than 60 miles one-way, reimbursement for the use of a personal vehicle will be at the rate established by the State of Nebraska. If an employee chooses to use a personal vehicle in a situation where a school vehicle could have been used, the reimbursement rate for such travel will be the estimated cost of using a school vehicle.

#### **Section 17: District-Employee Communications**

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

**Article 8 – STATE AND FEDERAL PROGRAMS**

**Section 1: Notice of Nondiscrimination**

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency.

Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights 8930 Ward Parkway Suite 2037 Kansas City, MO 64114 816-268-0550 FAX: 816-823-1404; TDD: 800-437-0833	The U.S. Equal Employment Opportunity Commission (EEOC) 1801 L Street, N.W. Washington, D.C. 20507 (800) 669-4000; TDD: (800) 669-6820
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**Section 2: Designation of Coordinators**

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Columbus Public Schools, 2508 27<sup>th</sup> Street, Box 947, Columbus, NE 68602-0947, (402) 563-7000.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Director of Student Services
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Director of Building & Grounds and Director of Student Services
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

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

#### Elimination of Discrimination

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

#### Preventing Harassment and Discrimination

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

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

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

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

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

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

### Complaint and Grievance Procedures

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

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

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

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

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

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

additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

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

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

### **Section 6: Disclosure of Student Information to Military Recruiters and Colleges**

The No Child Left Behind Act of 2001 requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

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

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

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

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

The No Child Left Behind Act of 2001 requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
  - Political affiliations or beliefs of the student or the student's parent;
  - Mental or psychological problems of the student or the student's parent;

- Sexual behavior or attitudes;
  - Illegal, anti-social, self-incriminating or demeaning behavior;
  - Critical appraisals of other individuals with whom the student has close family relationships;
  - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - Religious practices, affiliations, or beliefs of the students or the student’s parent;
  - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
  4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

## **Section 9: Parental Involvement**

### General - Parental/Community Involvement in Schools

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

- provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
- make textbooks, completed tests and other curriculum materials available for review by parents upon request;
- permit parents access to their child’s records according to law and school policy;
- encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
- assure that testing occurs to assure proper measurement of each child’s educational progress and achievement;
- permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
- notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
- encourage parents to express their concerns, share their ideas and advocate for their child’s education.

### Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children been given the opportunity to participate in regular, two-way, and

meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child’s learning; (B) that parents are encouraged to be actively involved in their child’s education at school; (C) that parents are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

**Section 10: Homeless Students**

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

**Section 11: Breakfast and Lunch Programs**

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

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

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

## Appendix 1

### INTERNAL COMPLAINT PROCEDURES FOR STAFF: Policy 403.055

The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education.

#### **Internal Complaints regarding School Personnel**

##### Step 1

If the complaint is in regard to another Staff member, the complainant should request a conference with the building principal to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.

##### Step 2

If staff member is dissatisfied with the result of this conference, the staff member can request a second conference with a district administrator (Executive Director of Finance and Human Resources), the principal, and the staff member.

##### Step 3

If staff member is not satisfied with the resolution of the complaint at the 2<sup>nd</sup> level, the staff member can request a conference with the Superintendent of Schools for discussion of the problem.

\*\*If a complaint is in regards to the building principal the staff member must go directly to Step 2

#### **Community Complaints regarding School Personnel**

##### Step 1

If complainant is not satisfied with the process with the employee in question, the Principal and his/her designee reviews, investigate, and makes a recommendation.

##### Step 2

If complainant is not satisfied with the process and outcome of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator (Executive Director of Finance and Human Resources).

##### Step 3

If complainant is not satisfied with the process of the administrator's decision, an appeal can be made to the Superintendent of Schools.

\*If a complaint is in regards to the building principal the community member must go directly to the Superintendent

\*\*Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

### **Internal Complaint Process regarding an administrator**

#### Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

#### Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

#### Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

#### Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

### **Community Complaints regarding School Administration**

#### Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

#### Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

#### Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

#### Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

\*If a complaint is in regards to the building principal the community member can go directly to Step 2

\*\*Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

## **INSTRUCTIONS FOR PREPARING A COMPLAINT**

Please Type or Print.

1. If you are filing a Complaint against a process, problem, or person or more than one person, a separate form should be used for each process or person. If you have more than one complaint against the same process, problem, or person, you should use one form and describe each incident. As the Complainant, your name and phone number must appear in the blanks at the top of the first page.
2. The process, problem, or person against whom a Complaint is filed is called the Respondent and the Respondent's name must appear at the top of the first page on the left hand side, below your name. Also list the Respondent's name and telephone number in the blanks immediately underneath the complainant information.
3. In the complaint section, please list the facts, which you believe constitute a violation of professional conduct and ethics and/or process used. Use additional sheets as necessary and number each page.

4. In the witness section, list individually the full name and telephone number of each witness to verify as to the alleged incident if appropriate.
5. Your signature should appear on the "verification" page indicating the complaint is factual to the complainant's knowledge.
6. Please mail, email, or deliver the completed Complaint form to the direct supervisor. If the complaint is in regard to the direct supervisor, please send the form to the Superintendent. If the complaint is in regard to the Superintendent please send the form to the Executive Director of Human Resources.

A blank complaint form is attached or you may type your own form.

Dated: 3/18





VERIFICATION

WHEREFORE, Complainant requests that the Superintendent investigate this Complaint and take such action as is warranted.

I, \_\_\_\_\_, have read the contents of the Complaint and that to the best of my knowledge, information, and belief such contents are true and there is reasonable cause for filing said document.

\_\_\_\_\_  
(Signature of Complainant)

\_\_\_\_\_  
(Printed Name of Complainant)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



BEFORE THE SUPERINTENDENT OF SCHOOLS &  
COLUMBUS PUBLIC SCHOOLS BOARD OF EDUCATION

For Internal Use

\_\_\_\_\_) )  
(Name) ) )  
\_\_\_\_\_) )  
(Telephone #) ) )  
\_\_\_\_\_) )  
(School) ) )  
Complainant, ) )  
 ) )  
 ) )  
\_\_\_\_\_) )  
(Name) ) )  
\_\_\_\_\_) )  
(Telephone #) ) )  
\_\_\_\_\_) )  
(School) ) )  
Respondent. ) )

Case No. \_\_\_\_\_  
Leave Blank

DATE	5/18/2020
BUILDING	CASSETTE House
PROGRAM	CASSETTE House
PRINCIPAL/DIRECTOR SIGNATURE	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
	2 Broken Wood Dining room chairs	
	2 pink student chairs	



To: Board of Education  
From: Leonard Kwapnioski   
CC: Dr. Loeffelholz  
Date: June 10, 2020  
Re: ServiceMaster 2020-21

It is my recommendation that CPS continue the yearly contract with ServiceMaster by Shevlin for the 2020-2021 school year. I have attached the pricing analysis from the 2019-20 contract and what the cost will be for the 2020-21 school year. Overall, it's about a 1%, or \$2,760, increase from the 2019-20 contract. Also, for the 2019-20 school year, CPS did receive a \$4000 credit for the decrease in services because of COVID-19.

If you have any questions, please let me know.

Thanks.

Leonard

May 26, 2020

## Pricing Analysis

Columbus Public Schools  
Leonard Kwapnioski

Item	Price	
Annual custodial at elementary schools services contracted August 22, 2019 through August 21, 2020.	<b>\$200,440.00</b>	(19/20 \$197,680.00)
Annual custodial at CMS services contracted August 22, 2019 through August 21, 2020 (includes 100 activity hours).	<b>\$60,012.00</b>	(no change)
Custodial services at the Administration Building Monday through Friday according to task schedule.	<b>\$12,996.00</b>	(no change)
Custodial services at the Pathways Building Tuesdays and Fridays according to task schedule.	<b>\$3,660.00</b>	(no change)
<b>Contracted Total:</b>	<b>\$277,108.00</b>	(19/20 \$274,348.00)

**Summer Services Budgets 1174 Total Hours**

CMS 181 hours  
Elementary Schools 993 hours:  
Centennial 302  
North Park 154  
Lost Creek 242  
West Park 135  
Emerson 160

Additional services filling 2 full time spots

**\$60,595.00**

Leonard, this includes 181 hours of summer work (same as we use at CMS. This price will likely vary slightly after we view the scope of work.

\* Prices, schedules, and tasks are flexible due to the possibility of changes due to the current pandemic situation.

## B.I.S.T SERVICES AGREEMENT



### COUNTERPARTY INFORMATION

<b>Name:</b>	Columbus Public Schools
<b>Address:</b>	PO Box 947, 2508 27 <sup>th</sup> St, Columbus, NE 68601
<b>Contact:</b>	Jason Harris, Executive Director of Student Services
<b>Telephone:</b>	402-461-7580
<b>Email:</b>	<a href="mailto:harrisj@discoverers.org">harrisj@discoverers.org</a>

### CORNERSTONES OF CARE INFORMATION

<b>Name:</b>	Cornerstones of Care		
<b>Address:</b>	300 E. 36 <sup>th</sup> Street, Kansas City, MO 64111		
<b>Contact:</b>	Paul McCorkle, Associate Executive Director of Education Programs		
<b>Email:</b>	<a href="mailto:Paul.McCorkle@cornerstonesofcare.org">Paul.McCorkle@cornerstonesofcare.org</a>		
<b>Telephone:</b>	913-244-9906	<b>Fax:</b>	816-508-3797
Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).			

### SERVICES AND COMPENSATION


The services to be performed ("Services") and the compensation to be paid under this Services Agreement are set forth on the attached documents(s). Capitalized terms used in the attached document(s) will have the meanings assigned to them in this Services Agreement and the attached Terms and Conditions (collectively, including the attached document(s), "Agreement"), unless the context otherwise requires. If Cornerstones of Care is providing Services, it is referred to as "Contractor" and Counterparty is referred to as "Client" under this Agreement; if Cornerstones of Care is receiving Services, it is referred to as "Client" and Counterparty is referred to as "Contractor" under this Agreement.

### AGREEMENT

Client agrees to engage Contractor to perform the Services, and Contractor agrees to be so engaged and to perform the Services, in accordance with this Agreement.

### SIGNATURES

By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement. If a person is signing below on behalf of an entity or another person, the person signing has been properly authorized and empowered to sign this Agreement on behalf of that entity or other person and to bind that entity or other person to this Agreement.

COUNTERPARTY	CORNERSTONES OF CARE
By:	By: 
Name:	Name: Paul McCorkle
Title:	Title: Associate Executive Director of Education Programs
Date:	Date: February 21, 2020



## ATTACHMENT TO SERVICES AGREEMENT

### B.I.S.T Services for the 2020-2021 School Year

<b><u>Services:</u></b>	Cornerstones of Care will provide training to teachers of the Counterparty in managing behavioral expectations involving students of the Counterparty.
<b><u>Compensation:</u></b>	Counterparty will pay \$24,735 to Cornerstones of Care for the Services.
<b><u>Billing:</u></b>	<p>Invoices are payable within 30 days of the receipt of invoice.            Invoices will be sent: (Please select from the following options)</p> <ul style="list-style-type: none"> <li>○ Semi-Annually: Invoices to be sent prior to the school year on July 1<sup>st</sup> and again January 1<sup>st</sup>.</li> <li>○ Annually: Invoice to be sent prior to the school year on July 1<sup>st</sup>.</li> </ul>
<b><u>Other:</u></b>	During the term of the Agreement and for two years after the termination of the Agreement, except with the written consent of Cornerstones of Care, Counterparty will not, directly or indirectly, employ or otherwise contract with any employee of Cornerstones of Care who provided Services to the Counterparty during the term of the Agreement, where the duties of such Cornerstones of Care employee included providing Services to the Counterparty.

# SERVICES AGREEMENT TERMS AND CONDITIONS

## SECTION 1. SERVICES.

1.1 Independent Contractor Status. Contractor is an independent contractor under this Agreement, and nothing herein creates, or will be construed to create, a partnership, joint venture, employer/employee or agency relationship between Contractor and Client. Neither party will have the power or authority to enter into agreements of any kind on behalf of the other party, or to otherwise bind or obligate the other party in any manner to any third party.

1.2 Method of Performance. Contractor will have the right to determine the method and means of performing the Services. Client will be entitled, however, to exercise general power of supervision and control over the Services performed by Contractor and to inspect and approve the Services. Contractor agrees to follow all reasonable suggestions or recommendations made by Client with respect to the performance of the Services.

1.3 Taxes. Contractor will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from Client to Contractor for Services performed. Contractor further acknowledges and agrees that Contractor is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA, and will not be entitled to workers' compensation or other insurance protection or benefits provided by Client.

1.4 Records Retention. Contractor will maintain complete and accurate records regarding Services performed and associated transactions, and will retain those records for at least two years after completion of those Services and those transactions or the length of time as may be required by applicable law, whichever period is longer.

## SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.

2.1 Compensation. In consideration of the Services performed, Client will pay Contractor compensation in the amount, and payable at the times and in the manner, set forth in the Services Agreement.

2.2 Reimbursement of Expenses. Client will not be obligated to reimburse Contractor for or pay any charge, cost or expense incurred by Contractor in connection with its performance of Services, exercise of its rights or performance of its obligations under this Agreement, or otherwise performing hereunder, unless specifically set forth in this Agreement.

2.3 Invoices. Contractor will submit to Client invoices for Services rendered on a periodic basis as set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices by Contractor, invoices will be submitted annually. The invoices must describe the Services performed and will list all reimbursable charges, expenses and costs on a pass-through basis. Contractor must include receipts or other appropriate documentation for the reimbursable charges, expenses and costs with the invoices or reimbursement may be denied. **Invoices are payable within 30 days of receipt of invoice.**

## SECTION 4. TERM AND TERMINATION OF AGREEMENT.

4.1 Term and Termination. This Agreement will be effective the later of the parties' signature dates to the Services Agreement.

Termination upon Breach. Notwithstanding Section 4.1, either party may terminate this Agreement upon written notice to the other party in the event that the other party (a) materially breaches any obligation hereunder and fails to cure that breach within 10 days after written notice of the breach, or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

4.2 Effect of Termination. Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 1.4, 4.3, 5, 6, 7, 8 and 9, all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends

beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration.

## SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants and covenants to Client as follows:

5.1 Performance. All Services performed by Contractor will be performed in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted industry standards.

5.2 No Infringement. To Contractor's knowledge, no Work Product (as defined below) will infringe the rights of any third party under applicable law.

5.3 No Conflict. Contractor's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

5.4 Compliance. Contractor will observe and comply with applicable law that may apply to its performance of the Services.

5.5 Power and Authority; Binding Agreement. Contractor has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. If applicable, the individual signing this Agreement on behalf of Contractor has been properly authorized and empowered to enter into, and bind Contractor to, this Agreement.

5.6 Insurance. Contractor will procure and maintain in effect (a) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Services, and (b) comprehensive general liability insurance, including contractual liability, with coverage limits that are consistent with those typically maintained by comparable businesses in Contractor's industry performing similar services.

## SECTION 6. CONFIDENTIALITY.

Contractor will treat as confidential the Work Product and any information which may be disclosed, provided or made accessible by Client under this Agreement ("Confidential Information"). Without the express written consent of Client, Contractor will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement. Notwithstanding the foregoing, Confidential Information does not include, and this Agreement imposes no obligation upon Contractor with respect to, information that Contractor demonstrates (a) was in Contractor's possession on a non-confidential basis before receipt from Client or any of its nonparty affiliates, (b) has become generally available to the public other than as a result of disclosure by Contractor or any of its nonparty affiliates, (c) has become available to Contractor on a non-confidential basis from a source other than Client or any of its nonparty affiliates, provided that the source is not known by Contractor or any of its nonparty affiliates to be bound by a confidentiality agreement with Client or any of its nonparty affiliates, or otherwise prohibited from transmitting the information to Contractor by a contractual, legal, fiduciary or other obligation, or (d) which is required to be disclosed by judicial or administrative process, provided Contractor must promptly notify Client and allow Client a reasonable time to oppose that process, if appropriate, in the sole discretion of Client.

## SECTION 7. WARRANTY DISCLAIMERS AND EXCLUSION OF LIABILITY.

CONTRACTOR PROVIDES THE SERVICES SOLELY ON AN "AS-IS" BASIS. CONTRACTOR MAKES NO EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND UNDER THIS AGREEMENT AND CONTRACTOR HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF QUALITY, ACCURACY, COMPLETENESS, TIMELINESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO

THE SERVICES AND WORK PRODUCT (AS DEFINED BELOW.) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN THOUGH ADVISED OR OTHERWISE AWARE OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE ACTUAL AMOUNT PAID AND OWED BY CLIENT TO CONTRACTOR HEREUNDER.

#### SECTION 8. CLIENT PROPERTY.

8.1 Work Product. All work product resulting or derived from, or made in the course of performance of the Services, including any invention, research results, software program, and written material (collectively, "Work Product"), will be considered "work for hire" and, unless already in the public domain, all right, title, ownership and interest in items of Work Product will be vested exclusively in Client. Contractor will promptly execute any and all documents and instruments as may be necessary to evidence, protect, perfect or otherwise confirm Client's rights hereunder in respect of Work Product.

8.2 Other Client Property. Any and all equipment, tools, materials, records and data furnished to Contractor by Client in connection with the provision of Services by Contractor and any and all materials, records and data containing Confidential Information, including in each case all copies thereof regardless of form, format or medium (collectively, "Other Client Property"), are and will remain the sole property of Client.

#### SECTION 9. GENERAL PROVISIONS.

9.1 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, permitted assigns, heirs and personal representatives. Contractor may not assign, delegate or transfer to any third party any of its rights or obligations hereunder without the prior written consent of Client.

9.2 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors, permitted assigns, heirs and personal representatives and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.

9.3 No Exclusive Agreement. This is not an exclusive agreement. Client is free to engage others, and Contractor is free to accept engagement by others, to provide services the same as or similar to the Services.

9.4 Governing Law. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to principles of conflicts of law.

9.5 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered in person; by overnight courier service, upon written confirmation of receipt; by certified or registered mail, with proof of delivery; or by email, with confirmation of receipt, using the recipient party's address, facsimile number or email address set forth in the Services Agreement. A party may change its address or email address by notice to the other party in accordance with this section.

9.6 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. If any provision contained in the Services Agreement conflicts with any provision contained in these Terms and Conditions, the provision contained in the Services Agreement will govern.

9.7 Amendment. This Agreement may be amended and the terms hereof may be waived only by a written instrument signed by Client and Contractor or, in the case of a waiver, by the party waiving compliance.

9.8 No Waiver. No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power, or privilege will preclude the further or full exercise thereof.

9.9 Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

9.10 Remedies. Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

9.11 Publicity. Contractor will not use any Client trademark, name or logo in any publicity release, advertising or other promotional activity without the prior written consent of Client.

9.12 Consent to Conduct Business Electronically. Either or both parties may use electronic records and electronic signatures for the execution and delivery of this Agreement and in connection with the matters contemplated by this Agreement. Except as otherwise specifically set forth in this Agreement, the parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement.

9.13 Construction; Additional Definitions. In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise: (a) all captions, headings and similar terms are for convenience of reference only; (b) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole; (c) terms used in the plural include the singular and the masculine gender includes the feminine, in each case vice versa; (d) reference to any document means the document as amended or modified and as in effect from time to time; (e) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation"; (f) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all", respectively; (g) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement; (h) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded; (i) "law" means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; (j) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private); (k) "party" and "parties" means each or all, as appropriate, of the persons who have executed and delivered this Agreement; (l) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority; and (m) "nonparty affiliates" means, with respect to a party, the affiliates and the members, partners, stockholders, trustees, directors, managers, officers, employees, consultants, advisors representatives, agents and subcontractors, as applicable, of that party and its affiliates. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

## CONTRACT FOR MUSIC THERAPY SERVICES

This contract is made by and between *Melissa J. Hyde, MT-BC of Columbus, Nebraska* and *Columbus Public Schools of Columbus, Nebraska*.

**Witnesseth:** *Melissa J. Hyde, MT-BC* agrees to contract Music Therapy Services, to the students of *Columbus Public Schools*. This contract is subject to the following provisions.

### To Wit:

**Terms of Contract:** This contract shall commence on June 1, 2020. Melissa agrees to provide Music Therapy Services for a minimum of two days a week. This contract may be renegotiated at the end of the contract duration, May 31, 2021. Either party can also terminate this contract at any time, with 30 days notice.

#### **I. Responsibilities of the Music Therapist:**

1. Assess students referred for music therapy services. Assessment tools may include: SEMTAP, questionnaires for specific students/parents and/or direct consultation with student/parent/teacher.
2. Assign individual music therapy goals and objectives to each student receiving individual music therapy. Assign group music therapy goals and objectives to those students receiving group music therapy. Goals and Objectives may also be continued from other therapists/teachers.
3. Develop music therapy interventions directed towards obtaining specific goals and objectives.
4. Provide music therapy services to students during the school year and/or during the summer school session.
5. Submit progress reports on student receiving music therapy services every quarter or as deemed necessary by the school district.
6. Communicate, collaborate, and attend meetings with the Special Education Department and other providers of therapy within each assigned school when necessary.
7. Provide music therapy consultation on music therapy techniques to classroom, music educators and service providers when requested.

#### **II. Responsibilities of Columbus Public Schools:**

1. Refer students for music therapy services, and provide historical and Individual Educational Plan (IEP) information for each student referred to music therapy.
2. Provide guidelines to the music therapist concerning scheduling, referral procedures, documentation requirements, and any other relevant agency policies or procedures.
3. Provide appropriate facilities for music therapy services: i.e. classroom space, table, and appropriate size chairs.
4. Provide use of a copy machine, computer and printer if needed.
5. Provide funding for contracted music therapy service.

#### **III. Rate of Compensation:**

1. Sessions, Assessments, and Evaluations:
  - a. **Individual Client:** \$62 per hour.
  - b. **Group Clients:** (two (2) or more students simultaneously): \$62 per hour.
2. Administration efforts: \$62 per hour.

- a. Includes: All Individual Education Plan meetings, reports, goal and objectives, assessments, research, teacher/therapist meetings, and communication.
  - b. Up to three hours per quarter may be billed for a music therapy progress report.
  - c. 5 minutes @ \$62 per hour preparation/documentation will be compensated for each 10 minute individual/group session.
  - d. 7 minutes @ \$62 per hour preparation/documentation will be compensated for each 15 minute individual/group session.
  - e. 10 minutes @ \$62 per hour preparation/documentation will be compensated for each 20 minute individual/group session.
  - f. 12 minutes @ \$62 per hour preparation/documentation will be compensated for each 25 minute individual/group session.
  - g. 15 minutes @ \$62 per hour preparation/documentation will be compensated for each 30 minute individual/group session.
3. Mileage will be based on the "*State Mileage Reimbursement Rate*".
  4. The therapist does not charge for school holidays, school closings, vacation, or professional absences. Although sessions may be rescheduled so two (2) sessions can be attended per week. The following is the policy for illness:
    - a. In the event of illness of the therapist, the therapist will contact the school district as soon as possible to notify of cancellation with no charge assessed. Missed sessions may be rescheduled if possible and billed at that time.
    - b. Missed sessions due to school scheduled events such as field trips or assemblies may also be rescheduled at the convenience of the therapist.
  5. The therapist will give at least a one week notification for vacation and professional activities requiring absence, with an option of rescheduling missed sessions.
  6. The therapist is free to contract with other schools, clients, and/or facilities.
  7. Professional Development: The therapist will be reimbursed for up to \$500 for any professional development expenses incurred during the contract year due to course fee, travel or lodging.

**In Witness Thereof:** Both parties have discussed, understand, and agree to this service fee contract as signed below. The parties have executed this contract on the dates indicated below.

**Accounting:** *Melissa J. Hyde, MT-BC* will provide a detailed account of all services provided, service contact hour, administrative hours, and mileage.

**Payment:** *Melissa J. Hyde, MT-BC* will provide the above accounting information by the 20<sup>th</sup> of the month. *Columbus Public Schools* will remit payment.

**Schedule:** *Melissa J. Hyde, MT-BC* will provide teachers and staff with a weekly and/or monthly schedule for accessibility purposes.

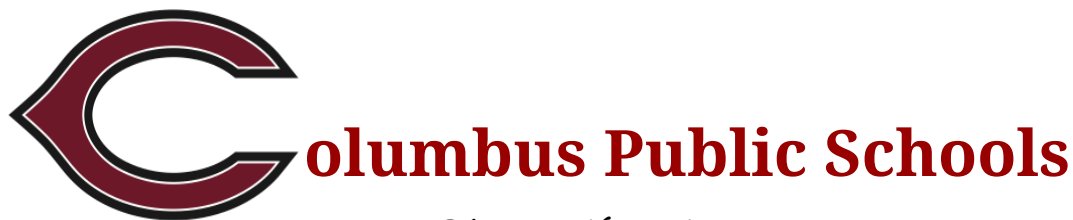
**In Witness Thereof:** Both parties have discussed, understood, and agree to this contract as signed below. The parties have executed this contract on the dates indicated below.

\_\_\_\_\_  
Staff Signature and Title

*Melissa Hyde*  
\_\_\_\_\_  
Melissa J. Hyde, MT-BC

\_\_\_\_\_  
Date

*5-15-2020*  
\_\_\_\_\_  
Date



*Discover Your Future*

*Jason Harris, Executive Director of Special Education and Student Services*

*Phone: (402)563-7000, 12176*

*Fax: (402)563-7025*

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I would like to request the Columbus Public Schools Board of Education consider extra duty pay for the CPS Crisis Team Co-Leaders starting the 2020-21 school year. The extra duty stipend pay would be a total of \$1,070. The two co-leaders would split that, each getting \$535.

The crisis team co-leaders supports the Director of Student Services in carrying out the functions of the crisis team. Some of the essential duties they perform are:

- Lead the crisis team when I am not available
- Coordinate crisis team response and give guidance to crisis team members and administrators
- Meet with the crisis team to update practices and procedures
- Attend training to enhance their skills as a crisis team leader

Thank you for considering my request.

Jason Harris  
Director of Student Services

*"Engaging All Learners to Achieve Success"*

2508 27 Street, P.O. Box 947

Columbus, NE 68602-0947