

Board of Education Regular Meeting

Monday, April 11, 2016 8:00 PM

1. Call the meeting to order
2. Roll Call
3. Verification of Open Meetings Act Notice
4. Verification of Publication of Meeting Notice
5. Consider and Approve the Current Board Meeting Agenda
Motion to approve the current month's board meeting agenda as presented passed with a motion by Scott Herrick and a second by Raquel Felzien.
Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea
6. Ace Recipients Recognition
7. TeamMates Presentation
8. Invention Convention Presentation
9. Action Items
 - 9.1. Consent Agenda
Motion to approve consent agenda passed with a motion by James Haussermann and a second by Scott Herrick.
Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea
 - 9.1.1. Minutes of previous meetings
 - 9.1.2. Monthly Financial Report
 - 9.1.3. Claims
 - 9.2. Consider and Approve One Additional Fund Raiser for National FCCLA Convention
Motion to approve one additional fund raiser for National FCCLA Convention passed with a motion by Raquel Felzien and a second by Kim Molzahn.
Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea
 - 9.3. Ms. Brittany Marks , Kindergarten Teacher, Will Address The Board With Her Concerns About The 2016-17 Staffing Decisions
 - 9.4. Consider and Approve the Cancellation of the Contract of Mr. Derek Volker, HS SPED Teacher
Motion to approve the cancellation of the teaching contract of Mr. Derek Volker passed with a motion by Raquel Felzien and a second by Scott Herrick.
Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea
 - 9.5. Consider and Approve Hiring Drew Kendall as Middle School Science Teacher for the 2016-2017 School Year
Motion to approve hiring Drew Kendall as Middle School Science teacher for the 2016-17 school year passed with a motion by James Haussermann and a second by Scott Herrick.
Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea
 - 9.6. Consider and Approve Cyber Attack Liability Insurance

Motion to approve Option 3 Cyber Liability Insurance through EMC Insurance passed with a motion by Les Sidlo and a second by Scott Herrick.

Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea

9.7. Consider and Approve Facilities Priority List Recommended by the Building and Grounds Committee

Motion to approve the Facilities Priority List passed with a motion by Scott Herrick and a second by Kim Molzahn.

Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea

9.8. Consider and Approve 2016-2017 Master Services Agreement with ESU 11

Motion to approve the 2016-2017 Master Service Agreement with ESU 11 passed with a motion by Raquel Felzien and a second by Scott Herrick.

Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea

9.9. Consider and Approve Resignation of Pat Hogeland, Custodian, Effective May 31, 2016

Motion to approve the resignation of Pat Hogeland, custodian, effective May 31, 2016 passed with a motion by Kim Molzahn and a second by Les Sidlo.

Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea

10. Discussion Items

10.1. Classified and Certified Handbooks

11. Visitor Comments

12. Elementary Principal's Report

13. Secondary Principal/Activities Director's Report

14. Superintendent's Report

15. Positive Comments

16. Adjournment

Motion to adjourn at 9:45 pm passed with a motion by Raquel Felzien and a second by Scott Herrick.

Raquel Felzien: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, Les Sidlo: Yea, John Siel: Yea

March "Way-To-Go!" ACE Students

Richelle Schmidt March Flyer ACE

Audra Goosic March Flyer ACE

Trent Christiancy Zach Frerichs Holden Bruce Gia Gonzales
Hunter James Madalynn Welsh Logan Wentworth Bryson Zade
Gabe Ayers Bryanah Hindal Abby Yelken Elizabeth Olson
Levi Meade Matheson Hunt Terry Willis Jacob Harrison
Jordyn Falkenstine Keller Twohig Grant Kahrs Yancy Welsh Talon Carraher
Isaac DeJonge Anthony Trevarton Pete Davis Zayden Wilsey Rion Conn
Caiden Peterman Cauy Twohig Ellie Shaver Carter Trambly
Thomas Phifer Cole Jackson Callen Wenninghoff Chadd Watts Jacob Jackson
Zaiden Rodriguez Helen Casey RJ Largent Julianna Garlewicz Isaac Haack
Eldon Haack Johanna Haussermann Allison Boettcher



FRANKLIN PUBLIC SCHOOLS
IS PLEASED TO ANNOUNCE OUR
MARCH FLYER A.C.E.s
(ABOVE COMMON EXPECTATIONS)



Audra Goosic has been selected as the elementary ACE for the month. Audra received three "Way-to-go" tickets this month. One from Mrs. Angie Grube when Audra provided assistance teaching a classmate how to tie her shoes.

Mrs. Janet Kahrs gave Audra two tickets, one for being a good helper in the mornings to get ready for the day and the second for cleaning up around the lunch table to help others.

Richelle Schmidt has been selected as the Flyer ACE in the high school for the month of March. Richelle was nominated by her FCCLA sponsor, Theresa McDowell. Mrs. McDowell was impressed with Richelle's great



leadership skills during FCCLA officer elections. She put in a lot of time and effort into the evaluation of the applicants. She showed great maturity in making some tough choices.

The monthly ACE winner is drawn randomly from a group of students that were recognized in their classroom for their positive behavior.

This ad is sponsored by Franklin Public Schools.

Franklin Public Schools Board Of Education Meeting Minutes

Board of Education Regular Meeting

March 14, 2016 @ 7:00 PM

Franklin Public Schools Media Center

Board Members Present & Absent

Attendance Taken at 7:00 PM:

Present Board Members:

Raquel Felzien

James Haussermann

Scott Herrick

Kim Molzahn

Les Sidlo

John Siel

1. Call the meeting to order

Discussion:

The regular meeting of the Franklin Public School Board was opened at 7:00 PM.

2. Roll Call

3. Verification of Open Meetings Act Notice

Discussion:

Board Member Kim Molzahn verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

4. Verification of publication of meeting notice

Discussion:

Board Member Scott Herrick verified that the meeting notice was published in the Franklin Chronicle.

5. Consider and approve the current board meeting agenda

Motion Passed: Motion to approve the current month's board meeting agenda as presented passed with a motion by Raquel Felzien and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

6. Ace Recipients Recognition

7. Action Items

7.1. Consent Agenda

Motion Passed: Motion to approve consent agenda passed with a motion by Raquel Felzien and a second by Kim Molzahn.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.1.1. Minutes of previous meetings

7.1.2. Monthly Financial Report

7.1.3. Claims

7.1.4. Consider and approve declaring items as surplus for immediate disposal or sale as discussed

7.2. Consider and approve payment to H & Y Leveling for February snow removal in the amount of \$1200.00.

Motion Passed: Motion to approve a payment in the amount of \$1200.00 to H & Y Leveling for February snow removal passed with a motion by Raquel Felzien and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Abstain
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.3. Consider and approve payment to CEI for replacement camera in the amount of \$974.00 from the Depreciation Fund.

Motion Passed: Motion to approve payment from the Depreciation Fund to CEI in the amount of \$974.00 for HS office camera replacement passed with a motion by Scott Herrick and a second by Raquel Felzien.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.4. Consider and Approve Providing \$150 Tuition per Franklin Public Schools Students who Attend ESU 11 Summer Honors Program

Motion Passed: Motion to approve providing \$150 tuition per Franklin Public School Students who attend ESU 11 Summer Honors Program passed with a motion by Kim Molzahn and a second by James Haussermann.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.5. Consider and Approve Providing \$120 per Franklin Public Schools Students who Choose to Participate in the Driver's Education Program Provided at Franklin Public Schools Through the Nebraska Safety Center During the Summer of 2016.

Motion Passed: Motion to approve providing \$120 per Franklin Public Schools student who choose to participate in the driver's education program provided at Franklin Public Schools through the Nebraska Safety Center during the summer of 2016 passed with a motion by Raquel Felzien and a second by Scott Herrick.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.6. Consider and Approve Purchase of 2016 John Deere D 140 Lawn Tractor 22 HP 48" Deck

Motion Passed: Motion to approve the purchase of a 2016 John Deere D140 Lawn Tractor D140 22 HP 48" deck from LandMark Implement, Red Cloud for \$2,100 passed with a motion by Les Sidlo and a second by James Haussermann.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Abstain
Les Sidlo	Yes
John Siel	Yes

7.7. Consider and Approve Purchase of 2017 53 Passenger Bus

Motion Passed: Motion to approve purchase of 2017 53 Passenger International Bus from Cornhusker International Bus for \$74,100 passed with a motion by Scott Herrick and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.8. Consider and Approve Elementary Principal's Salary for the 2016-17 contract year.

Motion Passed: Motion to approve salary of \$87,020 for the 2016-17 school year contract for Mrs. Shelley Kahrs, Elementary Principal passed with a motion by Raquel Felzien and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.9. Consider and Approve MS/HS Principal & Activity Director's Salary for the 2016-17 contract year.

Motion Passed: Motion to approve salary of \$85,990 for the 2016-17 school year contract for Mr, Adam Boettcher, MS/HS Principal passed with a motion by Scott Herrick and a second by Raquel Felzien.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.10. Consider and Approve Rehiring the Slate of Teachers Presented Subject to The Teachers Not Receiving a Notice of Possible Non-Renewal, Termination or Cancellation Prior to the 2016-2017 school year

Motion Passed: Motion to Consider and Approve Rehiring the Slate of Teachers Presented Subject to The Teachers Not Receiving a Notice of Possible Non-Renewal, Termination or Cancellation Prior to the 2016-2017 school year passed with a motion by Raquel Felzien and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.11. Consider and approve a plan for staffing levels for 2016-2017, which may include expanding or reducing programs and corresponding elimination, reduction, or creation of positions

Motion Failed: Motion to approve plan for staffing levels for 2016-17 labeled 1st Choice failed with a motion by Scott Herrick and a second by Raquel Felzien.

Raquel Felzien	Yes
James Haussermann	Abstain
Scott Herrick	Yes
Kim Molzahn	No
Les Sidlo	No
John Siel	No

Motion Failed: Motion to approve plan for staffing levels for 2016-17 labeled 2nd Choice failed with a motion by Scott Herrick and a second by Raquel Felzien.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	No
Les Sidlo	No
John Siel	No

Motion Passed: Motion to approve plan for staffing levels for 2016-17 labeled 3rd Choice passed with a motion by Raquel Felzien and a second by Scott Herrick.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Abstain
Les Sidlo	No
John Siel	Yes

7.12. Consider and Approve Contracting with aha! Process, Inc. for "A Framework for Understanding Poverty" Professional Development for PK-12 Staff on August 11, 2016

Motion Passed: Motion to approve contracting with aha! Process, Inc. for "A Framework for Understanding Poverty" Professional Development for PK-12 Staff on August 11, 2016 passed with a motion by Kim Molzahn and a second by Scott Herrick.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.13. Consider and Approve Paying Certified Staff a Stipend of \$100 for Attending the August 11 Professional Development Day

Discussion:
Died for a lack of motion.

7.14. Consider and Approve Franklin Public Schools 2016-2017 School Calendar

Motion Passed: Motion to approve the 2016-2017 school year calendar as presented with changes passed with a motion by Scott Herrick and a second by Kim Molzahn.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.15. Consider and Approve Fund Raising Activities and Travel Allowances

Motion Passed: Motion to approve changes to policy #5303 Letters C & F. Letter C: One additional fundraiser per organization can be added per year if that organization qualified for National or International competition, but must be approved by the school board. Letter F. add d. The maximum amount paid will be \$800 per student and \$1,000 per sponsor. passed with a motion by Kim Molzahn and a second by Les Sidlo.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.16. Consider and Approve National FCCLA Convention

Motion Passed: Motion to approve \$800 per student who qualifies to attend and \$1000 per adult for National FCCLA Leadership Convention. passed with a motion by Raquel Felzien and a second by Kim Molzahn.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.17. Consider and Approve State FFA Convention

Motion Passed: Motion to approve \$5,074.60 for State FFA Convention. passed with a motion by Scott Herrick and a second by Kim Molzahn.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.18. Middle School Sports Practice Proposal

Motion Passed: Motion to approve the MS Sports Practice proposal as presented passed with a motion by Raquel Felzien and a second by James Haussermann.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

7.19. Prioritizing the Facilities Priority List

Discussion:

Agenda Item sent to the Building and Grounds Committee.

8. Discussion Items

8.1. Property Insurance Review presented by Ms. RoseAnn Platt

8.2. Policy Committee Decision on Dating Violence Policy # 5420

9. Visitor Comments

Discussion:

Holly Largent encourages the board to come into rooms and view our students. Becky Cleveland appreciate the 3 administrators, they are very helpful. Kelly Simmons mentioned she was often stuck with discipline before there were three administrators. Clark Vetter would like to see the visitor comments placed earlier on the agenda.

10. Elementary Principal's Report

11. Secondary Principal/Activities Director's Report

12. Superintendent's Report

13. Positive Comments

Discussion:

Raquel Felzien would like to than the community staff, administrators, students & Don Fritz for participating in the School/Community Process for Essential Planning. Kim Molzahn would like to encourage everyone to finish the year strong. Scott Herrick congratulates the students and staff involved in the Invention Convention. Candy Conradt congratulates Claire Harrison for winning History Day. Shelley Kahrs congratulates the FPS Quiz Bowl team for qualifying. RoseAnn Platt thanks the board for the school/Community Process for Essential Planning meetings. Candy Conradt thanks the teachers for coming this evening to share their interest and time for our students.

14. Adjournment

Motion Passed: 9:07 passed with a motion by Scott Herrick and a second by Raquel Felzien.

Raquel Felzien	Yes
James Haussermann	Yes
Scott Herrick	Yes
Kim Molzahn	Yes
Les Sidlo	Yes
John Siel	Yes

General Fund

March 31, 2016

Check Beginning Balance

	2/29/16	\$880,382.16	
	Claims for 3/14/16 Meeting	(\$118,997.37)	
	March Local PPD Claims	(\$622.95)	inc. NASB dues/FCCLA support approved 2/8/16
	Payroll	(\$296,244.01)	
	Bus and Mower	(\$76,200.00)	Bd approved 3/14/16
	Lunch Fund Reim for Payroll	\$6,170.74	
	Dir Dep's, Deposits & Int	\$96,095.33	
	NPERS rounding adjustment	(\$0.01)	
	End of Month Checking Balance		\$490,583.89

2/29/16 \$922,483.07
03/2016 Interest \$336.76

3/31/16 \$922,819.83

Total General Fund 3/31/16 \$1,413,403.72

Checking FSB \$540,307.73
Less Outstanding checks (\$49,723.84)
Plus Outstanding Deposits \$0.00
3/31/16 \$490,583.89

FSB	CD # 33723	\$107,051.41	5/1/16 3 Mths
FSB	CD # 34032	\$317,501.25	9/1/16 6 Mth
FSB	CD # 34800	\$300,529.55	5/26/16
SCSB	CD # 402352	\$123,423.95	3/1/16 Mthly
SCSB	CD # 402354	\$74,313.67	3/1/16 Mthly
	Investment Total 3/31/16		\$922,819.83

Recon Total 3/31/16 \$1,413,403.72

Regular; Processing Month 03/2016; Fund Number 01

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1110	LOCAL PROPERTY TAX	4,637,500.00	32,103.22	2,238,624.49	48.27	2,398,875.51
01 1115	CARLINE TAX	0.00	0.00	38.33	0.00	(38.33)
01 1125	MOTOR VEHICLE TAX	135,000.00	11,493.83	105,511.85	78.16	29,488.15
01 1240	TUITION REC FROM INDIVID - SP ED	2,500.00	0.00	0.00	0.00	2,500.00
01 1270	PRE-SCHOOL TUITION	0.00	380.00	1,910.00	0.00	(1,910.00)
01 1410	INTEREST	5,000.00	505.31	3,692.16	73.84	1,307.84
01 1610	LOCAL LICENSES AND FEES	1,000.00	0.00	1,078.00	107.80	(78.00)
01 1620	POLICE COURT FINES	0.00	166.00	1,000.00	0.00	(1,000.00)
01 1920	CONTRIBUTIONS & DONATIONS	0.00	0.00	1,500.00	0.00	(1,500.00)
01 1990	OTHER LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		4,781,000.00	44,648.36	2,353,354.83	49.22	2,427,645.17
01 2110	COUNTY FINES AND LIC. FEES	5,000.00	1,158.55	5,741.52	114.83	(741.52)
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	0.00	0.00	0.00
01 2210	ED SERVICE UNIT RECEIPTS	0.00	0.00	585.00	0.00	(585.00)
Subtotal: COUNTY AND ESU RECEIPTS		5,000.00	1,158.55	6,326.52	126.53	(1,326.52)
01 3110	STATE AID	45,959.00	4,595.86	32,171.02	70.00	13,787.98
01 3120	S.P.E.D.	200,000.00	35,904.00	142,810.00	71.41	57,190.00
01 3125	SPECIAL ED TRANSPORTATION SCHOOL AGE	0.00	0.00	19,864.00	0.00	(19,864.00)
01 3130	HOMESTEAD EXEMPTION	0.00	5,734.31	5,734.31	0.00	(5,734.31)
01 3131	RELIEF TO PROPERTY TAX	0.00	0.00	148,128.61	0.00	(148,128.61)
01 3135	HIGH ABILITY LEARNERS	4,256.00	0.00	4,326.00	101.64	(70.00)
01 3180	PRO-RATE MOTOR VEHICLE	5,000.00	0.00	2,917.21	58.34	2,082.79
01 3200	STATE APPORTIONMENT	35,000.00	0.00	33,967.91	97.05	1,032.09
01 3300	IN-LIEU OF SCH. LAND TAX	0.00	511.03	2,828.44	0.00	(2,828.44)
01 3500	STATE CATEGORICAL PROGRAMS	9,000.00	0.00	0.00	0.00	9,000.00
01 3510	EDUC INNOVATION FUNDS-Coor School Health	0.00	0.00	0.00	0.00	0.00
01 3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	0.00	4,000.00	0.00	(4,000.00)
01 3540	EARLY CHILDHOOD	0.00	0.00	8,492.00	0.00	(8,492.00)
01 3990	OTHER STATE RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: STATE RECEIPTS		299,215.00	46,745.20	405,239.50	135.43	(106,024.50)
01 4200	TITLE I	149,592.00	0.00	71,933.00	48.09	77,659.00
01 4310	TITLE IIA	12,500.00	0.00	0.00	0.00	12,500.00
01 4315	TITLE II, PART B NCLB	0.00	0.00	0.00	0.00	0.00
01 4320	Innovation Ed Prog(Include NCLB TitleV)	0.00	0.00	0.00	0.00	0.00
01 4404	IDEA BASE	125,000.00	0.00	0.00	0.00	125,000.00
01 4406	IDEA PRESCHOOL(619) BASE ALLOCATION	0.00	0.00	0.00	0.00	0.00
01 4410	IDEA ENROLLMENT/POVERTY	0.00	0.00	0.00	0.00	0.00
01 4450	MEDICAID IN SCHOOLS	10,000.00	1,162.65	5,812.94	58.13	4,187.06
01 4455	MEDICAID ADMIN. ACTIV.	15,000.00	1,745.17	3,370.97	22.47	11,629.03
01 4593	IDEA ENROLLMENT POVERTY	0.00	0.00	0.00	0.00	0.00
01 4599	FED STIMULUS/STATE AID	0.00	0.00	0.00	0.00	0.00
01 4610	ARRA: IDEA PART B(611) ENROLL/POV	0.00	0.00	0.00	0.00	0.00
01 4630	ARRA: IDEA PRESCHOOL(619) ENROLL/POV	0.00	0.00	0.00	0.00	0.00
01 4690	OTHER FEDERAL NON-CATEGORICAL RECEIPTS	22,890.00	0.00	12,278.52	53.64	10,611.48
01 4810	ARRA TITLE I PART D	0.00	0.00	0.00	0.00	0.00
01 4850	UNIVERSAL SERVICE FUND (E-RATE)	0.00	0.00	680.00	0.00	(680.00)
01 4940	HEAD START	0.00	0.00	350.00	0.00	(350.00)
01 4960	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00
01 4985	TITLE II PART D	0.00	0.00	0.00	0.00	0.00
01 4990	OTHER FEDERAL CATEGORICAL RECEIPTS	0.00	410.28	3,910.28	0.00	(3,910.28)
01 4992	REAP	26,778.00	0.00	4,645.00	17.35	22,133.00
Subtotal: FEDERAL RECEIPTS		361,760.00	3,318.10	102,980.71	28.47	258,779.29

Regular; Processing Month 03/2016; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 5200	LONG TERM LOANS	0.00	0.00	0.00	0.00	0.00
01 5300	INSURANCE ADJUSTMENTS	0.00	0.00	2,280.46	0.00	(2,280.46)
01 5400	SALE OF PROPERTY	500.00	0.00	0.00	0.00	500.00
01 5500	TRANSFERS FROM FUNDS (INCOMING)	0.00	0.00	0.00	0.00	0.00
01 5690	OTHER NON-REVENUE REC.	0.00	0.00	2,053.15	0.00	(2,053.15)
Subtotal: NON-REVENUE RECEIPTS		500.00	0.00	4,333.61	866.72	(3,833.61)
Fund Total:		5,447,475.00	95,870.21	2,872,235.17	52.73	2,575,239.83

General Fund- Cornerstone
March 28, 2016

Payroll

2/29/16	\$100.00
Payroll	(\$145,378.72)
Payroll Transfer from FSB	\$145,378.72

End of Month Checking Balance \$100.00

Total General Fund-Payroll 3/28/16 \$100.00

Checking Cornerstone Bank	\$100.00
Less Outstanding checks	\$0.00
Plus Outstanding Deposits	\$0.00
3/28/16	\$100.00

3/28/16 \$100.00

Lunch Fund

March 31, 2016

Balance on hand:	2/29/16	\$31,694.61
Receipts:	Meals, milk & juice	\$8,383.25
	Transfer from General Fund	\$0.00
	Fed Reim	\$7,304.79
	State Reim	\$893.98
	Interest Checking	\$3.97
Misc Deposits AF Reim's to Lunch		\$0.00
	Disbursements	(\$9,128.76)
	Payroll Reim to GF	(\$6,170.74)
	NSF	\$0.00

Balance on hand:	3/31/16	\$32,981.10
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Reconciliation:		
FSB	Super Now Acct Ckg	\$33,157.10
	plus outstanding deposits	\$0.00
	less outstanding checks	(\$176.00)

Recon Total	3/31/16	\$32,981.10
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	O/S claims, estimate due	\$0.00
	Payroll Estimates	(\$7,000.00)
	outstanding Receipts	
	Net Estimate Cash Resource	\$25,981.10

Building Fund

March 31, 2016

Balance on hand:	2/29/16	\$6,910.64	
Receipts:	Interest	\$0.88	
	Misc	\$11.05	
Disbursements:		\$0.00	
Balance on hand:	3/31/16	\$6,922.57	

Reconciliation:		\$6,922.57	
FSB	Super Now Acct Ckg	\$0.00	
	less outstanding cks	\$0.00	
Recon Total	3/31/16	\$6,922.57	

Depreciation Fund

March 31, 2016

Balance on hand:	2/29/16	\$6,906.43	
Receipts:		\$0.00	
Disbursements:	Claims	(\$974.00)	
Balance on hand:	3/31/16	\$5,932.43	
End Balance		\$5,932.43	

Reconciliation:		\$5,932.43	
FSB Checking		\$0.00	
	plus outstanding dep	\$0.00	
	less outstanding cks	\$0.00	
Recon Total	3/31/16	\$5,932.43	
End Balance		\$5,932.43	

Employee Benefit/Unemployment Ins Fund

March 31, 2016

Balance on hand:	2/29/16	\$3,462.07	
Receipts:	Interest	\$0.29	
Disbursements:		\$0.00	
Balance on hand:	3/31/16	\$3,462.36	
	2/29/16	\$3,926.21	
	Interest	\$4.40	
	3/31/16 Investments	\$3,930.61	
Recon Total	3/31/16	\$7,392.97	

Reconciliation:			Matures	Next Mature
FSB	Checking Account	\$3,462.36		
	Less Outstanding Ck	\$0.00		
	Plus Outstanding Deposits	\$0.00		
	3/31/16	\$3,462.36		
FSB	CD#33386	\$3,930.61	6 Mths	10/1/16
	Investment 3/31/16	\$3,930.61		
Recon Total	3/31/16	\$7,392.97		

Cafeteria Plan

March 31, 2016

Balance on hand:	2/29/16	\$19,461.67
Receipts:	Transfer frm General Fund for 2015-16 SY	
	Reim from Employees Payroll-March	\$1,939.98
	Reim from Employees Non-Qualified Exp	\$0.00
	Debit Card Expense Reimb	\$0.00
Disbursements:	Claims Checks for 2015-2016 SY	(\$1,723.32)
	Reimb GF for 2015-16 Start-up	\$0.00
	Check Supply Order	\$0.00
AMGL & Employees	Non-Qualified fee	\$0.00
	Claims Debit Cards	(\$549.46)
Balance on hand:	3/31/16	\$19,128.87
Reconciliation:		
FSB Checking		\$20,395.25
	less outstanding receipts	\$0.00
	less outstanding chks	(\$1,266.38)
Recon Total	3/31/16	\$19,128.87

Activity Fund

March 31, 2016

Balance on hand:	2/29/16	\$69,378.90
Receipts:	Dep/Interest	\$8,921.69
Disbursements:		(\$20,378.12)

Checking Account Balance	3/31/16		\$57,922.47
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		2/29/16 Investments	\$21,047.85
		Interest	\$0.00
	3/31/16		\$21,047.85

Total Activity Fund Balance			\$78,970.32
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Reconciliation:

FSB		Now Acct Ckg	\$63,658.29
		Plus Outstanding Dep	\$0.00
		Less Outstanding Ck	(\$5,735.82)

Recon Total	3/31/16		\$57,922.47
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		CD #404519	\$21,047.85
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Recon Total	3/31/16		\$78,970.32
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Regular; Beginning Month 03/2016; Processing Month 03/2016; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0001	ATHLETICS	(3,075.22)	4,733.34	706.91	0.00	(7,101.65)
05 704 0002	CAMPS	5,370.00	0.00	0.00	0.00	5,370.00
05 704 0003	CROSS COUNTRY	541.83	0.00	0.00	0.00	541.83
05 704 0004	BASKETBALL/BOYS	1,025.52	0.00	0.00	0.00	1,025.52
05 704 0005	BASKETBALL/GIRLS	4,269.27	4,011.00	0.00	0.00	258.27
05 704 0006	Football	2,696.60	0.00	0.00	0.00	2,696.60
05 704 0007	GOLF	1,104.72	60.00	400.00	0.00	1,444.72
05 704 0008	TRACK/GIRLS	2,299.52	1,115.00	1,135.00	0.00	2,319.52
05 704 0010	VOLLEYBALL	1,355.66	195.00	195.00	0.00	1,355.66
05 704 0011	WRESTLING	2,651.33	912.00	755.00	0.00	2,494.33
05 704 0015	ANNUAL	(4,043.53)	0.00	0.00	0.00	(4,043.53)
05 704 0016	BAND	3,908.51	30.49	0.00	0.00	3,878.02
05 704 0017	CHEER SQUAD	692.96	0.00	0.00	0.00	692.96
05 704 0019	CONCESSIONS	(1,681.71)	431.22	372.58	0.00	(1,740.35)
05 704 0020	FCCLA	1,826.09	339.79	545.70	0.00	2,032.00
05 704 0021	FFA	10,137.07	2,335.60	2,159.78	0.00	9,961.25
05 704 0022	FOREIGN LANGUAGE	1,613.91	0.00	0.00	0.00	1,613.91
05 704 0023	FRESHMAN	694.85	0.00	0.00	0.00	694.85
05 704 0024	JUNIORS	3,724.28	29.98	50.00	0.00	3,744.30
05 704 0025	SENIOR BANNERS	(302.07)	0.00	0.00	0.00	(302.07)
05 704 0026	NHS	7,041.21	82.48	145.70	0.00	7,104.43
05 704 0027	OM/GIFTED	(202.47)	27.15	0.00	0.00	(229.62)
05 704 0028	SCIENCE CLUB	320.10	0.00	0.00	0.00	320.10
05 704 0029	SENIORS	1,188.36	0.00	0.00	0.00	1,188.36
05 704 0030	SOPHMORES	505.11	0.00	0.00	0.00	505.11
05 704 0031	STUDENT COUNCIL	(401.80)	0.00	0.00	0.00	(401.80)
05 704 0032	VOCAL	425.16	0.00	0.00	0.00	425.16
05 704 0034	CAPS/GOWNS	2,759.81	633.85	0.00	0.00	2,125.96
05 704 0037	GREENHOUSE	9,925.24	1,238.57	0.00	0.00	8,686.67
05 704 0038	COURTESY	1,891.95	28.00	0.00	0.00	1,863.95
05 704 0039	ELEMENTARY TEACHERS	3,144.98	174.11	0.00	0.00	2,970.87
05 704 0040	INDUSTRIAL ARTS	1,202.81	1,397.53	266.00	0.00	71.28
05 704 0041	INVESTMENTS	21,047.85	0.00	0.00	0.00	21,047.85
05 704 0043	LIBRARY	103.99	2,031.57	2,031.57	0.00	103.99
05 704 0046	SPECIAL PROJECTS	9,428.14	0.00	8.45	0.00	9,436.59
05 704 0047	SPEECH/DRAMA	(2,599.22)	402.89	0.00	0.00	(3,002.11)
05 704 0048	ENTREPRENEURSHIP	73.86	0.00	0.00	0.00	73.86
05 704 0049	ACE, 40 Dev Assets	(77.00)	0.00	0.00	0.00	(77.00)
05 704 0050	IND ARTS/DONATIONS	196.54	0.00	0.00	0.00	196.54
05 704 0051	QUIZ BOWL	(357.46)	168.55	150.00	0.00	(376.01)
Fund Total: 05		90,426.75	20,378.12	8,921.69	0.00	78,970.32

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
Checking		1		
Checking	1	Fund: 01 GENERAL FUND		
	006773-192018	ALMQUIST M.G. & LUTH, P.C.	03/15/2016	152.00
01 2510 660 0		DATA PROCESSING, Flex March	152.00	
		Vendor Total:		152.00
	1182	ALPHA REHABILITATION PC	03/31/2016	1,010.11
01 4450 313 2		Puch Srvs, PUPIL SERVICES, J Riley OT	59.48	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, J Riley ST	325.85	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, J Riley PT	97.04	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, A Wagner OT	24.80	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, A Wagner ST	197.92	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, A Wagner PT	31.00	
01 4450 313 1		Puch Srvs, PUPIL SERVICES, B Wagner OT	159.31	
01 4450 313 1		Puch Srvs, PUPIL SERVICES, B Wagner ST	114.71	
		Vendor Total:		1,010.11
	16339	ASK SUPPLY CO., LLC	03/14/2016	292.86
01 2610 410 0		SUPPLIES, custodial	292.86	
		Vendor Total:		292.86
	28147	AURORA COOPERATIVE	03/28/2016	3,348.90
01 2750 336 0		GAS & OIL, March	3,348.90	
		Vendor Total:		3,348.90
4903Janet	5874186	BLICK ART MATERIALS LLC	03/31/2016	86.60
01 1100 414 2		ART, Guge	86.60	
		Vendor Total:		86.60
	53763	CAMELOT TRANSPORTATION INC.	01/31/2016	1,360.00
01 2760 331 0		CONTRACTED PUPIL TRANSPORT, January	1,360.00	
	54140	CAMELOT TRANSPORTATION INC.	03/01/2016	1,360.00
01 2760 331 0		CONTRACTED PUPIL TRANSPORT, February	1,360.00	
	54299	CAMELOT TRANSPORTATION INC.	04/01/2016	1,700.00
01 2760 331 0		CONTRACTED PUPIL TRANSPORT, March	1,700.00	
		Vendor Total:		4,420.00
	001457334	CENTRAL COMM. COLLEGE	03/18/2016	280.50
01 2190 633 2		Entries/Fees-FFA, 33 FFA CDE Registratio	280.50	
		Vendor Total:		280.50

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
	20160324	CHARTER COMMUNICATIONS	03/24/2016	110.01
01 1100 382 2		DISTANCE ED, MBPS Optical Eth	514.26	
01 1100 382 2		DISTANCE ED, NE Univer Fee	35.74	
01 1100 382 2		DISTANCE ED, NE Univer Fee	(28.59)	
01 1100 382 2		DISTANCE ED, 80% Erate	(411.40)	
		Vendor Total:		110.01
	20160326	CHASE CARD SERVICES	03/26/2016	329.21
01 1310 630 0		FEES, Lodging State Sp Bee	131.00	
01 2320 670 0		TRAVEL, TVC Meal	22.21	
01 2310 410 0		SUPPLIES, Sch/Comm Mtg	17.75	
01 2410 410 0		SUPPLIES, PT Conference	12.75	
01 2320 630 0		ENTRIES/FEES, Gibson State Data	125.00	
01 1100 690 0		MISCELLANEOUS	20.50	
		Vendor Total:		329.21
	20160331	CITY OF FRANKLN	03/31/2016	6,670.66
01 2610 322 0		ELECTRICITY, 02/15-03/15	5,986.36	
01 2610 323 0		WATER & SEWER, 02/15-03/15	210.30	
01 2610 324 0		GARBAGE DISPOSAL, 02/15-03/15	474.00	
		Vendor Total:		6,670.66
	F39375	COOPERATIVE PRODUCERS INC.	03/30/2016	19.80
01 2610 410 0		SUPPLIES, propane	19.80	
		Vendor Total:		19.80
1130Brittany 24884		CREATIVE TEACHER	03/25/2016	79.23
01 1100 410 1		SUPPLIES, Marks	79.23	
		Vendor Total:		79.23
	2016April	DEARBORN NATIONAL LIFE INSURANCE COMPANY	03/15/2016	252.00
01 1100 260 1		LIFE INSURANCE	45.30	
01 1100 260 2		LIFE INSURANCE	92.70	
01 1160 260 1		LIFE INSURANCE	6.00	
01 1190 260 0		LIFE INSURANCE	3.00	
01 1200 260 1		LIFE INSURANCE	15.00	
01 1200 260 2		LIFE INSURANCE	6.00	
01 1310 260 0		LIFE INSURANCE	1.20	
01 2120 260 1		LIFE INSURANCE	3.00	
01 2120 260 2		LIFE INSURANCE	3.00	
01 2222 260 0		LIFE INSURANCE	4.80	
01 2320 260 0		LIFE INSURANCE	18.00	
01 2410 260 1		LIFE INSURANCE	6.00	
01 2410 260 2		LIFE INSURANCE	6.00	
01 2610 260 0		LIFE INSURANCE	18.00	
01 4200 260 0		LIFE INSURANCE	6.00	
01 4310 260 0		LIFE INSURANCE	6.00	

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
01 4404 260 0		LIFE INSURANCE	3.00	
01 4410 260 1		LIFE INSURANCE	3.00	
01 9001 260 0		LIFE INSURANCE	6.00	
Vendor Total:				252.00
4878Chad-1	S82811	DUTTON-LAINSON CO.	03/10/2016	174.54
01 2610 410 0		SUPPLIES, custodial	174.54	
4878Chad	S82811-2	DUTTON-LAINSON CO.	03/14/2016	120.54
01 2610 410 0		SUPPLIES, custodial	120.54	
Vendor Total:				295.08
4907Jan	6943509-0	EAKES INC.	03/31/2016	80.00
01 2410 410 0		SUPPLIES, copier staples	80.00	
	S123016	EAKES INC.	03/21/2016	6,414.83
01 1100 410 1		SUPPLIES, copies	3,207.42	
01 1100 410 2		SUPPLIES, copies	3,207.41	
Vendor Total:				6,494.83
	2016February	ESU #9	03/14/2016	2,629.03
01 1219 313 2		Purchased Serv,PUPIL SERVICES, +18 Jacks	1,367.12	
01 3540 313 0		Early Chldhd Purch PUPIL SERVICES, Below	1,261.91	
Vendor Total:				2,629.03
	20160325	FGR Group, The	03/25/2016	6,799.89
01 2310 630 0		FEES, Essential Planning	6,799.89	
Vendor Total:				6,799.89
1142Dave-FM	17278	FLOWERS-N-MORE	03/31/2016	26.00
01 1100 418 2		Vo Ag, plants	26.00	
Vendor Total:				26.00
1142Dave-Apr	20160330	FRANKLIN AUTO PARTS	03/07/2016	499.00
01 1100 418 2		Vo Ag, Air compressor Rocker	499.00	
	20160330-1	FRANKLIN AUTO PARTS	03/30/2016	220.49
01 2750 690 0		MISC, lube, towels,lamp	74.50	
01 2750 336 0		GAS & OIL, filters	145.99	
Vendor Total:				719.49
	20160314	FRANKLIN COUNTY HOSPITAL & POOL MEDICAL CLINIC	03/14/2016	100.00
01 2750 690 0		MISCELLANEOUS, Smith	100.00	
Vendor Total:				100.00
	20160321	FRONTIER	03/21/2016	543.16
01 2510 342 0		TELEPHONE,02/21-03/20	543.16	
Vendor Total:				543.16
4840Chad	108917677	GLOBAL EQUIPMENT CO., INC.	12/21/2015	419.00

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>	
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>		
01 2620 410 0		SUPPLIES, water cooler	419.00		
				Vendor Total:	419.00
4881Katie	1014953-1	HANDWRITING WITHOUT TEARS	03/02/2016	60.45	
01 1200 410 0		SUPPLIES, Stroup	60.45		
				Vendor Total:	60.45
	2016Spelling Bee	HARRISON, LISA	03/12/2016	258.12	
01 2190 670 0		MILEAGE, St Spelling Bee	258.12		
				Vendor Total:	258.12
	20160304	HEAD START CHILD & FAMILY DEVELOPMENT PROGRAM, INC.	03/04/2016	203.69	
01 4404 410 0		SUPPLIES, Febraury	203.69		
	20160401	HEAD START CHILD & FAMILY DEVELOPMENT PROGRAM, INC.	04/01/2016	315.44	
01 4404 410 0		SUPPLIES, March	315.44		
				Vendor Total:	519.13
	2016 #27	HOMETOWN LEASING	04/01/2016	1,460.31	
01 5000 610 0		REDEMPTION OF PRINCIPAL, copiers	1,460.31		
				Vendor Total:	1,460.31
	20160331	HTMC	03/31/2016	174.00	
01 2510 350 0		ADVERTISING, Speech, Teach App, Prom, Gra	174.00		
				Vendor Total:	174.00
4891Melody	03474815	JW PEPPER & SON INC.	03/16/2016	74.49	
01 1100 412 2		VOCAL MUSIC, Antholz	74.49		
				Vendor Total:	74.49
	1483	KSB SCHOOL LAW	04/01/2016	90.00	
01 2310 317 0		LEGAL SERVICES, Section 504	90.00		
				Vendor Total:	90.00
4886Renee	2016-14285	Library World, Inc.	04/01/2016	439.00	
01 2222 465 0		COMPUTER SOFTWARE, renewal	439.00		
				Vendor Total:	439.00
4887Clark	13017857	MATHESON TRI-GAS, INC	03/10/2016	98.17	
01 1100 413 2		INDUSTRIAL ARTS, welding	49.09		
01 1100 418 2		Vo Ag, welding	49.08		
4895Clark	13046448	MATHESON TRI-GAS, INC	03/17/2016	27.43	
01 1100 418 2		Vo Ag, welding	13.71		
01 1100 413 2		INDUSTRIAL ARTS, welding	13.72		
				Vendor Total:	125.60
4876Chad	13546	MIDWEST FLOOR SPECIALISTS, INC	03/19/2016	104.50	
01 2610 410 0		SUPPLIES, custodial	104.50		

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
		blade/screw		
			Vendor Total:	104.50
	22659	MIERAU & CO PC	03/31/2016	350.00
01 2510 660 0		DATA PROCESSING, March PR	350.00	
			Vendor Total:	350.00
1142Dave-4	55156	MINDEN MACHINE SHOP INC	03/24/2016	15.00
01 1100 418 2		Vo Ag, Rocker sheet metal	15.00	
			Vendor Total:	15.00
	AXT0216-AW	MOSAIC	03/21/2016	1,977.36
01 4450 370 2		TUITION PD OTH SPED, February A Wagner	1,977.36	
	AXT0216-BW	MOSAIC	03/21/2016	1,986.53
01 4450 370 1		TUITION PD AGENCIES SPED, Feb B Wagn	1,977.36	
01 4450 313 1		Puch Srvs, PUPIL SERVICES, OT B Wagner	9.17	
	AXT0216-JR	MOSAIC	03/21/2016	2,740.47
01 4450 370 2		TUITION PD OTH SPED, February J Riley	2,636.48	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, PT Riley	58.14	
01 4450 313 2		Puch Srvs, PUPIL SERVICES, OT Riley	45.85	
			Vendor Total:	6,704.36
	2016FFA	Nebraska FFA Association	04/04/2016	853.00
	Registration			
01 2190 633 2		Entries/Fees-FFA - State Registraion	853.00	
			Vendor Total:	853.00
	2016-10	NEBRASKA FUTURE PROBLEM SOLVING	03/28/2016	600.00
01 1310 630 0		ENTRIES/FEES, El/MS FPS	600.00	
	2016-16	NEBRASKA FUTURE PROBLEM SOLVING	03/28/2016	450.00
01 1310 630 0		ENTRIES/FEES,HS FPS	450.00	
			Vendor Total:	1,050.00
	20160401	NEOFUNDS BY NEOPOST	04/01/2016	250.00
01 2510 341 0		POSTAGE	250.00	
			Vendor Total:	250.00
4888Amber	748514	NETA	03/11/2016	139.00
01 2320 630 0		ENTRIES/FEES, NETA Conf Gibson	139.00	
			Vendor Total:	139.00
	107929	NMC EXCHANGE LLC	03/02/2016	228.00
01 2750 338 0		VEHICLE REPAIRS, 08 bus	228.00	
			Vendor Total:	228.00

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
	20160328	OK TIRE STORE	03/28/2016	11.00
01 2750 337 0		TIRES & PARTS, lawn mower	11.00	
		Vendor Total:		11.00
	10304-160327	OMAHA WORLD-HERALD COMPANY	03/27/2016	2,774.00
01 2510 350 0		ADVERTISING/PRINTING, Job Ad	2,774.00	
		Vendor Total:		2,774.00
	2211-20160229	ONE SOURCE THE BACKGROUND COMPANY	02/29/2016	15.00
01 2320 690 0		MISC, H Lott	15.00	
	2211-20160331	ONE SOURCE THE BACKGROUND COMPANY	03/31/2016	15.00
01 2320 690 0		MISC, M Siel	15.00	
		Vendor Total:		30.00
	20160401	PALMER INSTRUMENTAL REPAIR INC.	04/01/2016	333.00
01 1100 411 2		BAND, repairs	333.00	
	2469	PALMER INSTRUMENTAL REPAIR INC.	11/24/2016	65.00
01 1100 411 2		BAND, repairs	65.00	
	2528	PALMER INSTRUMENTAL REPAIR INC.	12/15/2015	145.00
01 1100 411 2		BAND, repairs	145.00	
		Vendor Total:		543.00
	81	PERRY, GUTHERY, HAASE & GESSFORD, PC, LLO	03/24/2016	4,170.00
01 2330 317 0		LEGAL SERVICES, March	4,170.00	
		Vendor Total:		4,170.00
	201610330	PLANK LUMBER & HARDWARE	03/30/2016	56.75
01 2610 410 0		SUPPLIES, grounds	5.96	
01 2610 410 0		SUPPLIES, custodial	50.79	
1185Clark-AP L154079		PLANK LUMBER & HARDWARE	03/10/2016	1.89
01 1100 413 2		INDUSTRIAL ARTS, Vetter	1.89	
		Vendor Total:		58.64
	2016April	PRINCIPAL LIFE/DEPT. 900	03/17/2016	1,167.68
01 1100 290 1		DISABILITY INSURANCE	184.29	
01 1100 290 2		DISABILITY INSURANCE	377.75	
01 1160 290 1		DISABILITY INSURANCE	40.13	
01 1200 290 1		DISABILITY INSURANCE	67.95	
01 1200 290 2		DISABILITY INSURANCE	59.78	
01 1190 290 0		DISABILITY INSURANCE	12.32	
01 4404 290 0		DISABILITY INSURANCE	20.55	
01 1310 290 0		DISABILITY INSURANCE	6.31	
01 2120 290 1		DISABILITY INSURANCE	12.99	
01 2120 290 2		DISABILITY INSURANCE	13.00	
01 2222 290 0		DISABILITY INSURANCE	25.23	
01 2320 290 0		DISABILITY INSURANCE	97.76	
01 2410 290 1		DISABILITY INSURANCE	40.54	

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>		<u>Amount</u>
01 2410 290 2		DISABILITY INSURANCE	52.12	
01 2610 290 0		DISABILITY INSURANCE	53.66	
01 2760 290 0		DISABILITY INSURANCE	6.55	
01 4200 290 0		DISABILITY INSURANCE	31.05	
01 4310 290 0		DISABILITY INSURANCE	25.10	
01 4410 290 1		DISABILITY INSURANCE	12.41	
01 9001 290 0		DISABILITY INSURANCE	28.19	
			Vendor Total:	1,167.68
	00067679	PROTEX CENTRAL INC.	03/30/2016	110.20
01 2620 310 0		REPAIR SERVICES, fire alarm inspect	110.20	
			Vendor Total:	110.20
4894Jan	4210322	QUILL CORPORATION	03/16/2016	155.51
01 2410 410 0		SUPPLIES	129.12	
01 2130 410 1		SUPPLIES, med room	13.20	
01 2130 410 2		SUPPLIES, med room	13.19	
			Vendor Total:	155.51
	2016March - 372	RIGHTWAY INC.	03/24/2016	360.70
01 1100 418 2		FCS, McDowell	360.70	
	2016March - 376	RIGHTWAY INC.	03/24/2016	1,254.43
01 2310 410 0		SUPPLIES, Sch/Comm Mtg	239.51	
01 2620 410 0		SUPPLIES, custodial	891.42	
01 1100 410 1		SUPPLIES, PT Conf	29.53	
01 1100 410 2		SUPPLIES, PT Conf	29.52	
01 4404 410 0		SUPPLIES, 1016Casy	15.96	
01 4940 410 0		SUPPLIES, PreK Grant	9.27	
01 1100 410 1		SUPPLIES, 1029Angel	8.37	
01 1100 410 2		SUPPLIES, 1008Becky	25.36	
01 2130 410 1		SUPPLIES, med office	2.75	
01 2130 410 2		SUPPLIES, med office	2.74	
			Vendor Total:	1,615.13
4883Chad-1	59510	ROBERT BROOKE AND ASSOCIATES	03/08/2016	26.04
01 2610 410 0		SUPPLIES, door hinge repair kits	26.04	
4883Chad	59545	ROBERT BROOKE AND ASSOCIATES	03/08/2016	42.00
01 2610 410 0		SUPPLIES, door forearm	42.00	
			Vendor Total:	68.04
1039Janet-AP	S11765	S.E. SMITH & SONS	03/14/2016	14.25
01 1100 414 2		ART, Guge	14.25	
1185Clark-4	S11776	S.E. SMITH & SONS	03/15/2016	16.50
01 1100 413 2		INDUSTRIAL ARTS, Vetter	16.50	
	S11818	S.E. SMITH & SONS	03/21/2016	279.76
01 2610 410 0		SUPPLIES, grounds	54.96	
01 2610 410 0		SUPPLIES, custodial ceiling	224.80	

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
		tiles		
			Vendor Total:	310.51
	20160329	Schutz, Jennifer	03/29/2016	197.65
01 1218 313 2		Purchased Serv,PUPIL SERVICES, OT Ignows	197.65	
			Vendor Total:	197.65
	11803	SHAD'S AUTO, INC.	03/31/2016	1,066.80
01 2750 338 0		VEHICLE REPAIRS, Freightliner	1,066.80	
			Vendor Total:	1,066.80
	201359287794	SOURCE GAS	03/28/2016	2,423.62
01 2610 321 0		FUEL/NATURAL GAS, 02/26-03/28 Main	2,423.62	
	201359287795	SOURCE GAS	03/28/2016	218.16
01 2610 321 0		FUEL/NATURAL GAS, 02/26-03/28 Bus Barn	218.16	
	201448271683	SOURCE GAS	03/28/2016	302.13
01 2610 321 0		FUEL/NATURAL GAS, 02/26-03/28 Grnhse	302.13	
			Vendor Total:	2,943.91
	487	SPARQ DATA SOLUTIONS, INC.	04/01/2016	1,000.00
01 2310 318 0		CONTRACTED/SECURED SRV, Online Policy	1,000.00	
			Vendor Total:	1,000.00
	2016CDE	UNIVERSITY OF NE-LINCOLN	04/01/2016	266.00
01 2190 633 2	Contest	Entries/Fees-FFA, 2016 CDE Contest	266.00	
			Vendor Total:	266.00
	20-0001-2016	UNIVERSITY OF NEBRASKA AT KEARNEY	03/23/2016	65.00
01 2410 630 0		FEES, UNKEmploy Fair - Kahrs/Boettch	65.00	
			Vendor Total:	65.00
	9762700178	VERIZON WIRELESS	03/23/2016	220.63
01 2510 342 0		TELEPHONE, 02/24-03/23	220.63	
			Vendor Total:	220.63
	20160331	WEX BANK	03/31/2016	1,169.99
01 2750 336 0		GAS & OIL, March	546.15	
01 2760 336 0		GAS & OIL, March	623.84	
			Vendor Total:	1,169.99
	NO8663-1856	WOODWARD'S DISPOSAL SERV INC	03/28/2016	47.50
01 2510 690 0		MISCELLANEOUS, March	47.50	
			Vendor Total:	47.50

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
			Fund Total:	65,964.51
			Checking Account Total:	65,964.51

Franklin Public Schools
Board of Education
District 506
Franklin, Nebraska 68939

Regular April Meeting

**Monday – April 11th, 2016
8:00 Regular Meeting**

**Franklin Public Schools
Media Center
1001 M Street
Franklin, NE 68939**

Bills Committee: April & May (James & John)

Drew Kendall
Ohiowa, NE

Elementary School – Ohiowa, NE
High School – Bruning-Davenport Unified School

Graduated May 2011 from UNL with a BA in Secondary Science Education
Endorsement: Natural Science

Worked 1 year at the Youth Rehabilitation & Treatment Center – Geneva

Substitute teaching at Fillmore Central, Geneva, Bruning-Davenport Unified,
Shickley Public & meridian Public

CyberSolutions

Almost every business relies on data and computer systems, and when these systems experience an attack, critical information can be lost. The effects of a cyber attack or data breach, including loss of income and expensive litigation, can be long lasting and financially devastating.



Coverage When You Need It Most

CyberSolutions from EMC Insurance Companies provides the robust protection you need to respond to and recover from a data breach or cyber attack. We do this by combining data compromise and cyber liability coverage into one product that offers a variety of limits and deductibles at affordable rates.

Available to a wide variety of businesses and organizations—from schools and municipalities to offices, manufacturers and contractors—CyberSolutions helps pay for the costs associated with:

- Computer software restoration
- Data recovery
- Third-party liability protection
- Response efforts
- Defense and liability
- Identity recovery for key individuals within your organization

Cyber Liability Component

The cyber liability component of CyberSolutions protects your organization against two related risks: computer attacks and liability to third parties due to security weaknesses in your computer systems.

Computer Attacks

When a computer attack causes damage to your electronic data and computer systems, CyberSolutions pays for the costs associated with recovery, including:

- **Data Restoration:** The cost of a professional firm hired to replace lost or corrupted data from electronic sources
- **Data Re-Creation:** The cost of a professional firm hired to research, re-create and replace lost or corrupted data from nonelectronic sources*
- **System Restoration:** The cost of a professional firm hired to restore your computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of your computer system
- **Loss of Business:** Business income lost and extra expense incurred during the period of time when system and data recovery activities are taking place*
- **Public Relations Services:** Assistance from a professional public relations firm in communicating with outside parties concerning the computer attack and your response*

* Sublimits apply

Network Security Liability

Network security liability provides coverage for defense costs (within the policy limits) and associated settlement and judgment costs arising from actions brought by third parties who allege injuries as a result of a failure in the security of your business systems, including:

- A breach of third-party business data
- An unintended propagation of malware
- A denial of service attack in which you unintentionally participated

Data Compromise Component

The data compromise component of CyberSolutions provides the following coverages to help you notify and assist your clients and others following a breach of personal information:

Response Expense Coverage

Includes coverage for costs associated with a legal and forensic information technology review of the breach, public relations and notification to the affected individuals. This coverage also includes services for the affected individuals:

- A toll-free help line
- Credit monitoring
- Identity restoration case management

Defense and Liability Coverage

Provides coverage for data compromise defense and liability (within the policy limits) in the event that affected individuals or a government entity brings an action against you. There must first be a covered loss under the response expenses coverage before defense and liability coverage goes into effect.

Identity Recovery Coverage

Provides expense reimbursement and case management services caused by an identity theft for key individuals within your organization. Covered expenses may include:

- Various legal costs
- Lost wages
- Child and elder care costs
- Mental health counseling

Policyholders who are victims of covered identity thefts are assigned a case manager who provides a wide range of identity recovery services, including letter writing, phone calls, credit report requests, follow-up and record keeping.

Claim and Legal Services

Claim services are provided by data compromise and identity recovery claim specialists. Policyholders who need legal defense are represented by experienced law firms—a service that would normally be too expensive for many business owners.

Tools and Resources Through eRiskHub[®]

With CyberSolutions, you'll also receive access to eRiskHub, an online risk management portal that includes tools to manage cyber security risks and resources to help you stay informed of the latest security threats. Learn more about eRiskHub on our website.



Visit www.emcins.com/businessins/cybersolutions to view more information about CyberSolutions, including real examples of how this coverage can protect your business or organization.

Learn More

To learn more about CyberSolutions, contact your local insurance agent or visit www.emcins.com/businessins/cybersolutions.

EMC Insurance Companies
717 Mulberry Street
Des Moines, IA 50309
800-447-2295 • 515-280-2511



Disclaimer: The contents of this brochure are for informational purposes only and are not intended to be all-inclusive. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.



Agent, RoseAnn Platt

Cyber Solutions Coverage Proposal

Prepared for Franklin Public Schools
 Coverage provided by EMC Insurance Company
 Presented on April 11, 2016

Coverage Part	Limit	Deductible	Premium
Option 1			
Data Compromise	\$100,000	\$1,000	\$569
Cyber Liability	\$100,000	\$5,000	\$634
Total Annual Premium			\$1,203
Option 2			
Data Compromise	\$100,000	\$1,000	\$569
Cyber Liability	\$100,000	\$2,500	\$1,117
Total Annual Premium			\$1,686
Option 3			
Data Compromise	\$250,000	\$1,000	\$1,062
Cyber Liability	\$250,000	\$10,000	\$597
Total Annual Premium			\$1,659
Option 4			
Data Compromise	\$25,000	\$1,000	\$231
Cyber Liability	\$25,000	\$5,000	\$388
Total Annual Premium			\$619

Facilities Priority List recommended by the Building and Grounds Committee
John Siel, Chairperson, James Haussermann & Scott Herrick

Theme: Facilities

Goal: Maintain safe and quality facilities.

Key Performance Indicators:

- 1) **Repair roof**
- 2) **Repair concrete floors (cracks)**
- 3) **Update restrooms by the main gym**
- 4) **Move concession stand**
- 5) **Replace concrete sections in parking lot**
- 6) **Price remodeling room into Principal's office**
- 7) **Weight room- designate \$5,000 from general fund to start fund**
Use back-to-school bash evening to invite public and kick off campaign
- 8) **Create a facilities plan – prioritize future years**

**2016-2017 Master Services Agreement Between the
EDUCATIONAL SERVICE UNIT #11 (ESU11)
and
SCHOOL DISTRICTS within ESU 11 Boundaries**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this 15 day of March 2016 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT 11, a political subdivision of the State of Nebraska, hereinafter referred to as "ESU 11", and Franklin Public Schools, a political subdivision of the State of Nebraska referred to as "the DISTRICT."

Recitals

Whereas, ESU 11 by NEB. REV. STAT. § 79-1204 may contract to provide services;

Whereas, the DISTRICT wishes to receive certain services and participate in certain Projects that are conducted by the ESU 11; and

Whereas, the DISTRICT wishes to have certain services and initiatives made available to its school district.

Now, therefore, the ESU 11 and the DISTRICT agree as follows:

I. General Provisions

1. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESU 11 supplies to the DISTRICT for the 2015-2016 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU 11's Projects.

2. Participation in Individual Projects. This Agreement outlines several Projects which ESU 11 has undertaken for the benefit of their member school districts. The DISTRICT may choose to participate in some, but not all of the Projects referenced by this Agreement. The DISTRICT shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate in for 2016-2017. ESU 11 is only obligated to provide services to the DISTRICT for the Projects which the DISTRICT has marked as provided herein.

3. Term. The term of this Agreement shall be one (1) year,

commencing on August 1, 2016 and ending on July 31, 2017.

4. Provision of Services by ESU 11's Agents. The ESU 11 may contract with third parties to provide some or all of the services described in this Agreement. The DISTRICT hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESU 11 in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESU 11.

5. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.

6. New Projects. In the event ESU 11 determines to offer a new Project during the term of this Agreement and the DISTRICT wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.

7. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

8. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the DISTRICT and ESU 11 concerning the subject matter addressed herein.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

II. Technology Services

CONTRACT FOR TECHNOLOGY SERVICES & SUPPORT

1. ESU 11 agrees to deliver Local Area Network management via on site, the web, email, and phone, per a scheduled basis to the organization between July 1, 2016 and June 30, 2017 based on the support package selected below.
2. DISTRICT agrees to pay ESU 11 for the service used (**select one or more options**) and to budget for payment of:

TECHNOLOGY SUPPORT

		Rate
<input type="checkbox"/> 200 hours	\$10,500	(\$52.50/hour)
<input type="checkbox"/> 150 hours	\$8,250	(\$55.00/hour)
<input type="checkbox"/> 50 hours	\$3,000	(\$60.00/hour)
<input checked="" type="checkbox"/> Hourly Rate		(\$70.00/hour)

OTHER SERVICES

- LastPass Enterprise _____ number of users x \$20/user = \$ _____
- Universal Service Fund Filing (transport services only) \$500.00

- The DISTRICT wishes to contract for technology services and support as checked above.

DL/BlendEd Learning Services

Educational Service Unit No. 11 (ESU 11) provide DL/BlendEd Learning services in 2016-2017 at a cost of \$2,500. Educational Service Unit No. 11 will provide the following services:

1. Coordination/promotion of DL/BlendEd learning opportunities by working with school administrators and teachers to identify course needs and video conferencing or online course availability.
2. Learning Management System Training/support by ESU 11 staff.
3. Provide staff development related to distance learning equipment use and course instruction.
4. Assist in technical support related to distance learning.
 - a. ESU 11 Technology staff will support this aspect in the following ways
 - i. Provide assistance and troubleshooting related to connection issues.
 - ii. Assist with installation of video conferencing technology.
5. Support in using NVIS for DL classes.
6. Support for Virtual Field Trips/VFT and Coordinate enrichment/VFT programming for grades K-12.
7. At least 10 Lifesize Cloud video licenses.
8. Training/support for Lifesize Cloud video conferencing.
9. Pay up to \$500 in VFT incentives to be earned at the rate of \$25/VFT/participation by your students.
10. Provide research and updates dealing with changes in distance learning technology/infrastructure.
11. Support and coordinate video conferencing connections that take place at ESU 11.
12. Research for additional monetary assistance to provide distance education/ infrastructure hardware/software and services for member schools.
13. Assist in the planning, development, and implementation of local and state initiatives.
14. Maintain active communication with other ESU personnel, appropriate personnel of higher education, appropriate staff of the Nebraska Department of Education, etc. to provide training for identified district needs.

District agrees to participate in DL/BlendEd Learning Services with ESU 11 in 2016-2017.

III. Special Education

Student Records System (SRS): SRS is an online special education record keeping system. It creates all special education documents required by Rule 51, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files from anywhere via the internet. SRS training is provided across the state for district staff and college and university staff.

SRS Fee. DISTRICTS participating in the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the State established yearly cost per DISTRICT.

The DISTRICT wishes to participate in the SRS Special Education Project.

IV. NEW VIEW SCHOOL CONTRACT

The DISTRICT agrees to pay ESU 11 a sum equal to the ESU 11's per pupil cost of the educational program provided by ESU 11 for such students who are residents of the DISTRICT and who have verified handicapping condition, which requires the services being provided by the ESU 11.

Maximum time of instruction under this agreement shall not exceed one school year consisting of 180 days. The program of instruction shall include a nine-month regular term of 180 days.

ESU 11 agrees to formally bill the DISTRICT on a quarterly basis for services provided during the school year, to those students who are identified herein. ESU 11 shall provide a statement of account on a quarterly basis and ESU 11 agrees that the quarterly estimates of costs for services provided will be reconciled during the fourth quarter so that actual program costs to the DISTRICT for their share of the cost will be accurate and so reflected on the fourth quarter billing.

A report of each student's program during the tenure of service outlined in this contract is available on the Student Record System (SRS).

STUDENTS QUALIFYING FOR SERVICES FOR CONTRACT PERIOD IDENTIFIED

Student's Name	Birthdate	Date Enrolled
1. one student	1 1	1/1/02
2.		
3.		

The DISTRICT wishes to participate in the NEW VIEW SCHOOL.

V. Contracted Special Education Services

1. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the DISTRICT prior to the DISTRICT'S budget preparation.

2. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services as follows:

A. Speech Therapy

Speech Language Pathologist 4 Days per week

Speech Language Resource Teacher _____ Days per week

B. Psychological Services

Assessment and Evaluation, Behavior, RTI, ILCD, Consultative

2 Days per week

C. Program Supervisory Services will be provided at a rate not to exceed eight percent of your special education program costs in accord with State Department of Education allowable costs. 3 days per week

D. Transition Coordinator

18 Days per year

E. Occupational Therapy -- If contracted, will be provided as needed according to I.E.P.

We wish to contract with ESU #11 for O.T. Yes No

F. In-Service Training

Yes No

G. Early Childhood Education Services

Homebase Birth through Age 5

Yes No

Preschool Age 3 to 5/AK

Yes No

3. Services shall be provided only to children who qualify for such service as specified in State Department of Education, Special Education Rules and Regulations.

4. ESU 11 shall supply to the DISTRICT a copy of the plan of service for each service provided.

5. ESU 11 shall supply recorded information on each child for whom services are contracted. ESU 11 agrees that it will confer with the DISTRICT personnel for purposes of evaluating each child's progress.

6. The placing of a child in said program shall be made by joint decision of ESU 11, the DISTRICT and the parent/s or guardian/s of said child.

7. ESU 11 agrees to perform the services, and the DISTRICT agrees that it will repay in accordance with ESU 11 rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 2016-2017 commencing not earlier than August 11, 2016, and ending not later than May 30, 2017.

8. ESU 11 retains the right to designate personnel to provide the services. All personnel provided by ESU 11 shall be fully endorsed to provide their respective services.

9. Policies regarding sick leave, personal leave, and professional leave shall be determined by ESU 11 for personnel providing services to the DISTRICT.

10. If for any reason the DISTRICT does not pay as agreed, ESU 11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU 11 to the said DISTRICT to date of termination of service.

11. The School DISTRICT agrees that its payments will be made quarterly upon receipt of billings from ESU 11 in December, March, June, and August. The first three quarterly bills shall each reflect 1/4 of the estimated cost with the final quarterly billing adjusted to actual cost.

12. It is understood and agreed that in the event for any reason this contract does not comply with the State's requirements, it will be changed in accordance therewith, upon written notice by ESU 11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

The DISTRICT wishes to participate in Contracted Special Education Services as detailed above.

VI. High Ability Learner

ESU #11 HIGH ABILITY LEARNER EDUCATION CONSORTIUM Activities Provided for Participating Schools 2016-2017

Activity	HAL Consortium
ESU #11 Consultant/Enrichment Testing Service from Coordinator of Gifted Ed	Included
Summer Honors Program	No cost to School & Each student pays \$150
Academic Quiz Bowl	Included
Academic Summer Camp	Each student pays \$75
Battle of the Books	Included
Classroom Enrichment Activities	Included
Future Problem Solving Seminar	Included
Invention Convention	Included
Rural School Activity	Included

High Ability Learner Education Consortium

DISTRICT will participate in ESU #11 High Ability Learner Consortium
(100% remittance of State Funds)

VII. Nursing

CONTRACTED SERVICE AGREEMENTS:

A. Nurse Services - Regularly Scheduled or On-Call Services 2016-2017

1. THAT ESU #11 does hereby agree that it will provide the DISTRICT with the services of a fully qualified School Nurse during the 2016 - 2017 school year for the amount of time as specified below:

A. As needed (on call) YES NO

2. THAT ESU #11 does hereby agree to provide School Nurse services to the DISTRICT, and said DISTRICT does hereby agree to pay for said services in accordance with the provisions as set forth in Item 5 of this agreement. Said provisions shall be in full force and effect during the 2016 - 2017 school year, commencing not earlier than December 1, 2016 and ending not later than June 1, 2017.

3. THAT ESU #11 does hereby retain the right to designate personnel to provide the School Nurse services to the DISTRICT.

4. THAT ESU #11 does hereby agree to provide the DISTRICT with an itemized billing statement at the end of the year for the School Nurse services that were delivered during the year.

5. THAT the DISTRICT does hereby agree to make payment to ESU #11 upon receipt of a yearly-itemized billing from said ESU #11. The hourly rate for the service will be established by ESU #11 and provided to the DISTRICT after the budget for ESU #11's 2016-2017 fiscal year is determined.

6. THAT if for any reason the DISTRICT does not pay ESU #11 for the School Nurse services as agreed upon according to the provisions of this agreement, said ESU #11 may cancel this agreement and forthwith without notice refuse further service to said DISTRICT, but said DISTRICT shall not be relieved from paying for services rendered by said ESU #11 to said DISTRICT to date of termination of service.

DISTRICT will participate in the 2016-2017 ESU #11 School Nurse Services - Regularly Scheduled or On-Call Services.

B. School Nurse Services - Student Health Appraisals - Fall 2016

1. That ESU #11 does hereby agree that it will provide the DISTRICT with the following described School Nurse Services, which meet the requirements of the Nebraska State Department of Education and the Nebraska State Department of Health.
 - A. A Certificated School Nurse assigned by ESU #11 to administer individual student health appraisals at the locations of the DISTRICT'S elementary and secondary attendance centers at a mutually agreed upon time during the months of September - December, 2016. The student health appraisals and all related reports will be completed by a certificated School Nurse employed by ESU #11 in accordance with the requirements of the Nebraska State Department of Health and the DISTRICT.
2. THAT the contract rate for the School Nurse services described herein is \$9.50 per student for each individual student health appraisal.
3. THAT ESU #11 retains the right to designate personnel to provide the services. All School Nurses provided by ESU #11 shall be fully certificated by the Nebraska Department of Education to provide their services.
4. THAT policies regarding sick leave, personal leave, and professional leave shall be determined by ESU #11 for personnel providing services to the DISTRICT.
5. THAT the DISTRICT will be billed by ESU #11 following completion of the student health appraisals and all required reports. The amount billed to the DISTRICT will be the number of individual student health appraisals completed by the School Nurse multiplied by the contract rate as specified in Section 2 of this Agreement.
6. THAT if for any reason the DISTRICT does not remit payment for services provided as agreed, ESU #11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU #11 to the Said DISTRICT to date of termination of service.
7. THAT the School DISTRICT agrees to pay with one payment to be made within thirty days of receipt of the billing from ESU #11.
8. THAT it is understood and agreed that in the event for any reason this contract does not comply with the State of Nebraska Department of Education or the State of Nebraska Department of Health requirements, it will be changed in accordance therewith, upon written notice by ESU #11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

DISTRICT will participate in Nurse Services-Student Health Appraisals.

VIII. Title I Cooperative

ESU#11 Title I Consortium provides services for participating ESU 11 Schools. All of the schools are Targeted Assistance and serve students K-6 in reading and/or students in math. The Title I Consortium provides assistance to the local districts in fulfilling Title I Part A Requirements. The Title I Consultant provides compliance support and assists Title I Staff in preparing for monitoring visits and other required reports. The schools are also supported by contact with the Title I Staff through e-mails and school visits. ESU 11's fee is 6% of DISTRICT Title I funds for the fiscal year.

- DISTRICT will participate in the 2016-2017 ESU #11 Title 1 Cooperative. Participation in the Coop was authorized by the Board of Education and recorded in the minutes of its meeting held on _____, 2016. (Date of Board authorization is required on the proposal that we submit to the State Department of Education.)**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR Franklin Public Schools DISTRICT

I certify that I have checked the relevant boxes above indicate the Projects in which the DISTRICT wishes to participate.

OR

I certify that the DISTRICT Wishes to Participate in ALL of the above projects.

Candace Conradt
(Signature)

Candace Conradt, Superintendent
(Print Name and Title)

FOR THE EDUCATIONAL SERVICE UNIT # 11:

(Signature)

Paul Tedesco, ESU 11 Administrator

2016-2017 ESU 11 MSA Addendum #1

V. Contracted Special Education Services

1. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the DISTRICT prior to the DISTRICT'S budget preparation.
2. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services as follows:

H. Behavioral/Mental Health

2 Days per week

3. Services shall be provided only to children who qualify for such service as specified in State Department of Education, Special Education Rules and Regulations.
4. ESU 11 shall supply to the DISTRICT a copy of the plan of service for each service provided.
5. ESU 11 shall supply recorded information on each child for whom services are contracted. ESU 11 agrees that it will confer with the DISTRICT personnel for purposes of evaluating each child's progress.
6. The placing of a child in said program shall be made by joint decision of ESU 11, the DISTRICT and the parent/s or guardian/s of said child.
7. ESU 11 agrees to perform the services, and the DISTRICT agrees that it will repay in accordance with ESU 11 rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 2015-2016, commencing not earlier than August 11, 2015, and ending not later than May 30, 2016.
8. ESU 11 retains the right to designate personnel to provide the services. All personnel provided by ESU 11 shall be fully endorsed to provide their respective services.
9. Policies regarding sick leave, personal leave, and professional leave shall be determined by ESU 11 for personnel providing services to the DISTRICT.
10. If for any reason the DISTRICT does not pay as agreed, ESU 11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU 11 to the said DISTRICT to date of termination of service.
11. The School DISTRICT agrees that its payments will be made quarterly upon receipt of billings from ESU 11 in December, March, June, and August. The first three quarterly bills shall each reflect 1/4 of the estimated cost with the final quarterly billing adjusted to actual cost.
12. It is understood and agreed that in the event for any reason this contract does not comply with the State's requirements, it will be changed in accordance therewith, upon written notice by ESU 11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

The DISTRICT wishes to participate in Contracted Special Education Services as detailed above.

Franklin Public Schools

_____ DISTRICT Candace Conant Superintendent
(Signature) (Title)

FOR THE EDUCATIONAL SERVICE UNIT # 11:

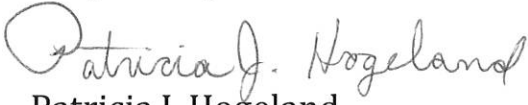
_____ (Administrator)

April 7, 2016

Dr. Candace Conratt,

I would like to take this opportunity to tenure my resignation as
custodian at Franklin Public School effective May 31, 2016.

Respectfully,


Patricia J. Hogeland

Franklin Public Schools

TEACHER HANDBOOK 2016-2017



Franklin Public Schools

1001 M Street
Franklin, Nebraska 68939
(308) 425-6283
Fax (308) 425-6553

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**Franklin Public Schools Teacher Handbook
2016-2017 School Year**

FOREWORD

Section 1 Intent of Handbook

Welcome to Franklin Public Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Franklin 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 Franklin Public Schools and the Franklin 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 2016-2017 and subsequent school years unless replaced by a later edition.

Foreword

Section 2 Board of Education Goals

- Develop positive relationships with our students by staying engaged and visible within our community, while acknowledging community involvement contributing to student success.
- Emphasize attention to building improvements and maintenance of our school facilities to assure safety and security for our building, students, and staff.
- Maintain cash reserve strength while adhering to budgeting limitations and parameters.
- Recruit and attract quality staff as that need develops over the next few years.
- Reduce paperwork for parents, patrons, and staff.

Section 3 School Mission Statement

The mission of the Franklin Public Schools is to equip all students with the skills and competencies needed to meet the challenges of the twenty-first century.

The mission of Franklin Public Schools is to provide its students with equitable opportunities for an essential education in an efficient manner. An essential education is one that enables students to reach the following outcomes:

- Proficient in meeting the State's academic content standards and essential learnings and such additional standards as are established by the Board of Education
- Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- Effective in functioning in and contributing to our culturally diverse democratic society

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

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students;
 - Addresses diverse learning needs;
 - Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;

Foreword

- Develops expected work ethics, as well as group participation and leadership skills;
- Incorporates character education and multicultural education, including respect for diversity;
- Provides for application of technology in all learning areas;
- Provides access to advanced courses; and
- Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment which includes:
 - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Section 4 Members of the Board of Education

Name	Contact Information
John Siel, President	308-425-6283 john.siel@fpsflyers.org
Raquel Felzien, Vice President	308-425-6283 raquel.felzien@fpsflyers.org
James Haussermann, Trustee	308-425-6283 james.haussermann@fpsflyers.org
Scott Herrick, Treasurer	308-425-6283 scott.herrick@fpsflyers.org
Kim Molzahn, Secretary	308-425-6283 kim.molzahn@fpsflyers.org
Les Sidlo, Trustee	308-425-6283 sidlo.les@fpsflyers.org

Section 5 Administrative Staff

Name	Position
Dr. Candace Conradt	Superintendent
Adam Boettcher	High School Principal/Activities Director
Shelley Kahrs	Elementary School Principal

Foreword

Section 6 Teachers and Counselors Staff

Name	Department	Grades
Melody Antholz	Vocal Music Teacher	
Linea Bonham		6 th Grade Teacher
Becky Cleveland	Spanish Teacher	
Casy Corr		Preschool Teacher
Dianna DeJonge		Elementary Title Teacher
Angel Dreher		4 th Grade Teacher
Julie Einspahr	Math Teacher	High School
Janet Guge	Art Teacher	
Diana Hammer	Accounting/Business Teacher	High School
Doyle Hanshaw	Band Instructor	
Lacey Hoffman		1 st Grade Teacher
Ryan Hoffman	Physical Education	High School
Cortney James		2 nd Grade Teacher
Taylor Janssen	Social Studies Teacher	High School
Shannette Kahrs	Science Teacher	High School
Drew Kendall	Science Teacher	Middle School
Carlie Kwiatkowski	Sped Teacher	Elementary School
Holly Largent		1 st Grade Teacher
Brittany Marks		Kindergarten Teacher
Theresa McDowell	FCS Teacher	High School
Elizabeth Miller	English Teacher	High School
Rebekah Miller	History Teacher	Middle School
Dave Rocker	Ag Teacher	
Sara Roether	Physical Education Teacher	
Kathy Schmidt	Math Teacher	Middle School

Foreword

Lynn Sidman	English	Middle School
Jamie Silas		3 rd Grade Teacher
Kelly Simmons	K-12 Counselor	
Polly Sindt	Sped Teacher	Elementary School
Katie Stroup	Sped Teacher	Elementary School
Clark Vetter	Industrial Arts Teacher	

Section 7 Support Staff

Name	Building	Position
Diane Fries		Para Educator
Amber Gibson	PK-12	Technology Coordinator
Angie Grube	Elementary School	Para Educator
Renee Haussermann	PK-12	Library/Gifted Coordinator
Pat Hogeland		Custodian
Beverly Jackson		Para Educator
Kathy James		Para Educator
Monica James	Business Office	Bookkeeper
Stacey James		Maintenance/Transportation
Ingrid Lennemann		Para Educator/Secretary
Barb Schauer	High School	Para Educator
Chad Schmidt		Custodian
Nichole Shaver	High School	Para Educator
Kelsey Sindt		Para Educator
Jan Weiss	PK-12	Secretary

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 School Calendar

Franklin Public Schools 2016-2017 School Calendar

Summary of Calendar

Days in classroom: 178
 First Semester 84
 Second Semester 94
Total Teacher contract days 185

Calendar Legend

Parent/Teacher Conferences	▲
Early Dismissal 12:00 pm	
Early Dismissal 2:00 pm	
End of Qtr/Sem	
Prof. Development - No Students	
No School - Students/Faculty	

Holidays

Labor Day (9/5)
 Thanksgiving Day (11/24)
 Christmas Day (12/25)
 New Year's Day (1/1)
 Easter Sunday (4/16)
 Memorial Day (5/29)

State Cross Country (10/21)
 State Volleyball (11/10-11/12)
 State Football (11/21-11/22)
 State Wrestling (2/16-2/18)
 State GBB (3/2-3/4)
 State BBB (3/9-3/11)
 State Track (5/19-5/20)
 State Golf (5/24-5/25)

August				
M	T	W	Th	F
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
September				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	▲	23
26	27	28	29	30
October				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
November				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
December				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
January				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
February				
		1	2	3
6	7	8	▲	10
13	14	15	16	17
20	21	22	23	24
27	28			
March				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
April				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
May				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Date	Events
Aug 11	Professional Development
Aug 15-16	Professional Development
Aug 17	No School – Faculty/Students
Aug 18	First Day of School
Sept 5	Labor Day (No School)
Sept 22	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:30 pm
Oct 3	No School Staff Development
Oct 21	End 1 st Qtr. (.45_ days) – 2:00 pm Dismiss
Oct 28	No School – Fall Break
Nov 11	Veterans Day
Nov 23-25	Thanksgiving Holiday (No School)
Dec 21	End 2 nd Qtr. (.39_ days) – 2:00 pm Dismiss
Dec 21	End 1 st Semester (.84_ days)
Dec 22-Jan 3	Holiday Break (No School)
Jan 4	No School – Professional Development
Jan 5	Begin 2 nd Semester
Feb 9	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:30 pm
Feb 17	Winter Break (No School)
March 8	End 3 rd Qtr. (.44_ days) – 2:00 pm Dismiss
March 9-10	No School – Spring Break
March 13	No School – Professional Development
Apr 4	Franklin Track Invite – 11:30 am
Apr 14	No School – Good Friday
Apr 17	No School
Apr 18	Franklin MS Track Invite – 1:00 pm
May 13	Graduation 2 pm
May 24	End 4 th Qtr. (.50_ days) – 2:00 pm Dismiss
May 24	End 2 nd Semester (.94_ days)
May 25	No School – Professional Development
May 29	Memorial Day

Section 2 Daily Schedule

Elementary Schedules

Gym	7:50 a.m.
1 st Bell	7:55 a.m.
Tardy Bell:	8:00 a.m.

Dismissal:
Monday – Thursday:
3:30 p.m. Town Students
3:35 p.m. Bus Students
Friday: 2:00 p.m.

MS/HS Class Schedule

Access Time	8:00 a.m. – 8:20 a.m.		
Period 1	8:22 a.m. – 9:11 a.m.	Period 5 (MS)	12:15 p.m. – 1:05 p.m.
Period 2	9:13 a.m. – 10:02 a.m.	HS – Lunch	12:35 p.m. – 1:05 p.m.
Period 3	10:04 a.m. – 10:53 a.m.	Period 6	1:08 p.m. – 1:57 p.m.
Period 4	10:55 a.m. – 11:44 a.m.	Period 7	2:00 p.m. – 2:49 p.m.
Period 5 (HS)	11:46 a.m. – 12:35 p.m.	Period 8	2:51 p.m. – 3:40 p.m.
MS – Lunch	11:45 a.m. – 12:15 p.m.		

*Bus Dismissal 3:35 p.m.

MS/HS 2:00 p.m. Schedule

Period 1	8:00 a.m. – 8:39 a.m.	Period 6 (HS)	11:25 a.m. – 12:04 p.m.
Period 2	8:41 a.m. – 9:20 a.m.	Period 6 (MS)	11:57 a.m. – 12:36 p.m.
Period 3	9:22 a.m. – 10:01 a.m.	HS Lunch	12:06 p.m. – 12:36 p.m.
Period 4	10:03 a.m. – 10:42 a.m.	Period 7	12:38 p.m. – 1:18 p.m.
Period 5	10:44 a.m. – 11:23 p.m.	Period 8	1:20 p.m. – 2:00 p.m.
MS – Lunch	11:24 a.m. – 11:45 a.m.		

*Bus Dismissal 1:55 p.m.

Severe Weather and School Cancellations

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

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

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via **School Messenger**. Teachers need to 1) Stay in your room with students 2) Follow instructions when they are made available 3) Do NOT call the office. 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. Franklin 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 1 - School Calendar and Schedules

Section 3 Contract Days

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

Section 4 Make-Up Days

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

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

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 is a part of the evaluation of the teacher’s overall performance to the District.

Article 2 – Employment, Compensation and Benefits

Section 3 Personnel File

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

Section 4 Grievances and Complaints

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

Section 5 Compensation

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

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

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

Section 6 Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at $1/185 \times$ that teacher's indexed salary \times number of additional days.

Article 2 – Employment, Compensation and Benefits

Section 7 Benefits

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

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A."

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

Section 8 Payroll and Payroll Deductions

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

Section 9 Expense Reimbursement

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

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

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Superintendent 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.

Article 2 – Employment, Compensation and Benefits

Section 10 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under Internal Revenue Code Section 403(b) provided that the certificated employee executes a “Salary Reduction Agreement” provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

Section 11 Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a “salary basis.” Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix “A” to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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

The District’s policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full

Article 2 – Employment, Compensation and Benefits

day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Article 3 – ABSENCES FROM WORK

Section 1 Paid Leave - Sick and Personal Leaves

Paid Leaves

1. *Paid Leaves Available.* Franklin Public Schools makes the following forms of paid leaves available to certificated employees: Sick Leave, Bereavement Leave and Discretionary (Personal) Leave.
2. *Nature of Paid Leave.* Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the District; (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.
3. *Leave Year.* The leave year for paid leaves is the District's fiscal year.
4. *Leave Days.* Paid leave days are provided based on the same number of hours the employee is scheduled to work on the day the leave is taken. For example, if an employee is scheduled to work 6 hours on a day that sick leave is used, the use of the sick leave on that day constitutes the use of 1 full sick day. Paid leave days may not be used in increments of less than one-half day unless otherwise specified or approved. *Discretionary (Personal) leave may be taken in hour increments. Staff will be paid at a rate of 50% the substitute teacher daily pay rate for each unused discretionary day after the conclusion of the school year.
5. *Carry-over and Accumulation.* Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Employees who have accumulated sick leave days in excess of said maximum prior to the 2015-2016 school year will continue to have the excess days available for use, but will not be given any additional sick leave days until their unused days are less than the maximum of 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days in a leave year.

Section 2 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days 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 = $1/185^{\text{th}}$ of total salary and fringe benefits.

Article 3 – Absences from Work

Section 3 Unpaid Leaves

Franklin Public Schools complies with laws that require leaves to be allowed without loss of pay, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee’s available paid leaves, the absence will be an unpaid leave. The employee’s salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

Discretionary Leave of Absence

An employee may apply to the Board for a leave of absence from duties. The Board will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated.

Section 4 Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee’s immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in jury service. The school district will reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee’s immediate supervisor.

Legal Reference:	§ 25-1640
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Section 5 Family and Medical Leave Act

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA.

The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District’s existing employee handbooks.

Employee Rights and Responsibilities under the 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.

Article 3 – Absences from Work

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 Franklin 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 Franklin 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

Article 3 – Absences from Work

basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or Franklin Public Schools may require 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) TTY: 1-877-889-5627

www.wagehour.dol.gov

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Dr. Candace Conradt at (308) 425-6283.

Section 6 Military and Family Military Leave

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

Article 3 – Absences from Work

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

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

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

Legal Reference:	Neb. Rev. Stat. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
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Section 7 Adoption Leave

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

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

Legal Reference:	§ 48-234
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Section 8 Subpoena to Testify Leave

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the school district, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's work duties, the actions of the employee were not inappropriate, and the school district is not an opposing party in the legal matter.

Article 3 – Absences from Work

Section 9 Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

Legal Reference:	§ 32-922
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Article 4 – DUTIES AND RESPONSIBILITIES

Section 1 Hours of Work & Meetings

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

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

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

Section 2 Arrival to Duty Assignments

Full-time teachers have a designated on-site normal work day: 7:50 am – 3:50 pm. Early dismissal day: 7:50 am – 2:10 pm. Teachers are to be in the building by no later than 7:50 am, to be in their classroom no later than 7:55 am and to remain on duty until 3:50 pm. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

Article 4 – Duties and Responsibilities

Section 3 Leaving School

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

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out in the Principal's office when leaving, and check back in the office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out in the 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 submit prepared written lesson plans to the online system which cover at least a week in advance instruction. The lesson plans must be linked to the standards, sufficiently clear in establishing objectives, and contain related activities.

Substitute folders need to be readily available and easily located in/on your desk. They must be sufficiently clear in establishing objectives and contain related activities that are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The plans must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5 PowerSchool

Every teacher is required to complete attendance and achievement of every student in PowerSchool.

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. Bulletin Boards
Each teacher shall be responsible for completing an appropriate bulletin board regarding curriculum related matters in their primary classroom.
2. Text Book 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.

Article 4 – Duties and Responsibilities

3. Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time.

Teachers are not to use wireless cell phones or otherwise engage in distracted driving while transporting students. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Teachers will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. Cell phones will not be used while the vehicle is in motion.

4. Use of Teacher Aides (Paras)

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. Teacher aides may be used to 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 and preparing bulletin boards. Teacher aides are NOT to grade or record student grades. Teacher aides are to work only on their assigned work days and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned work day, contact the Superintendent for approval.

5. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are **NEVER** to be given to students, whether they are student aides or not.

6. Checking Out of Equipment

All equipment must be checked out through the Superintendent. All school equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy and/or Superintendent approval.

7. Requisition of Equipment and Supplies

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

Article 4 – Duties and Responsibilities

employee. Teachers should not make purchases on behalf of the District without prior approval of the Superintendent.

8. 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 through out 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.
9. Teacher Mail Box
Each teacher will be assigned a mailbox located in the teachers 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 mail boxes are to be limited to communications regarding school business. Mail boxes should not be used as storage.
10. Teachers Meetings
Teachers' meetings will be held as determined by the administration. **ALL** teachers are expected to be present for the 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 recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
 - If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember,

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though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).

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

2. Proper Instructions

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

3. Proper Maintenance of Buildings, Grounds, and Equipment

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

4. Proper Warnings

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

Contact the Office for Assistance

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

Article 4 – Duties and Responsibilities

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

Student Rights

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

Section 8 Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom (ACE) 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 (ACE) 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, complete an ACE Form, make calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the

Article 4 – Duties and Responsibilities

- student’s counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to “bullying.”
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student’s and teacher’s stories are different. Be prepared to provide documentation.
 5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.
 6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
 7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
 8. Read and understand the student handbook and the student conduct rules of the District.
 9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
 10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

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 designated medication aide and are to be stored in the nursing station. 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.

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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:

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

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

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

Section 11 Curriculum – Assessments

1. State Assessments.

Franklin Public Schools has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

Article 4 – Duties and Responsibilities

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards. Assessments are required to be submitted to the Principal's office in order to establish a curriculum guide.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments.

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
 - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
 - ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.
- b. Teaching for Success on Assessments.

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It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.

- i. Teach the Essential Standards. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
 - ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.
- c. Conditions for Successful Assessments.
- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
 - ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
 - iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.

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- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
 - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student’s 504 Plan or IEP. This includes giving “hints,” giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
 - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students’ work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all “bubble” sheet assessments and completely erase mistaken answers and extra marks on “bubble” sheet assessments). Educators are not to change answers on a student’s assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District’s standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Professional Ethics Standards

The Franklin 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
- 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

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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.

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- 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 personal relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

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

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

Section 2 Evaluations

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

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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.

A. Notification of Arrest, etc.

Employees must notify Superintendent by the next business day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. Would impact the responsibility to be a role model for students or relations with other employees of Franklin Public Schools;
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
 - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on property of Franklin Public Schools, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of this Policy. As a condition of employment, applicants for employment

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must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

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

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

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

B. Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with Franklin Public Schools. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

C. Visitors to Employees

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Superintendent or designee. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on Franklin Public Schools' property. Employees are not to bring their children to work with them in lieu of taking them to childcare.

D. Tobacco

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to

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cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference:	§§ 71-5716 to 71-5734
Date of Adoption:	

E. Complaints or Concerns of Employees

Employees are to inform Franklin Public Schools of any complaints or concerns about the operations of Franklin Public Schools using the established chain of command (immediate supervisor, next higher level supervisor, etc.) 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 Franklin Public Schools and a duty of all of the District’s employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All employee official communications must be accurate, demonstrate sound judgment, and promote Franklin Public Schools’ mission. Employees must ensure that all applicable laws and regulations are followed by Franklin Public Schools and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee’s immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of Franklin Public Schools.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

Franklin Public Schools will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee’s act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Administrator or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

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

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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.

Professional Boundaries Between Employees and Students

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

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

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

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

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

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. Dress leggings must be covered by a top that falls at or below hip level (Use fingertip rule as a guide). Sports/athletic spandex shorts, capris and pants are **NOT** allowed. Jeans are only allowed on designated days. The administration may establish more detailed guidelines for individual employees should that be necessary.

Section 6 Private Tutoring

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

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in

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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.

Section 8 Safe Transportation

When driving a school vehicle or transporting students, teachers are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

When transporting students, teachers are not to use cell phones or otherwise engage in distractions. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Article 6 – ACADEMIC MATTERS

Section 1 Purpose and Goals of Academic Achievement

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

Section 2 Teaching to Student Understanding to Assure Learning

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

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

Section 3 Instruction in the Curriculum

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

Section 4 Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least 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 Daily Class Record. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades

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for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grading System

With the understanding that there are distinct differences between elementary and secondary students, Franklin Public Schools' Teachers will employ age appropriate grading practices at the K-6 level and at the 7-12 grade level.

K-6 Grading System

The grading system of Franklin Public Schools shall be as follows:

- a. Grading periods of approximately nine (9) weeks shall be used four (4) times per year.
- b. Achievement marks shall be given on a standards basis/numerical basis for all grades K-6.
- c. The grading and conversion scale are as follows:

A= 90-100	E –Exceeds the Standards
B = 80-89	M- Meets the Standards
C = 70-79	B – Below Standards
D = 60-69	
F = 0-59	
- d. All grade reports will contain a standard based/numerical grade for each subject, as well as the following: absences, tardiness, conduct, comments (if instructor desires).
- e. On all absences, students will not receive zeros but will be expected to make up their work according to the discretion of their teacher.
- f. Classroom behaviors will not be included or affect academic grades.

7-12 Grading System

Grading periods of approximately nine weeks shall be used four times per year along with semester grades twice a year and shall be determined as follows:

1. Grades shall be based on achievement, and achievement marks shall be given on a standards basis/numerical basis for all grades 7-12.
2. No student shall receive a permanent zero for missing assignments or late work until the appropriate teacher has made parent/guardian contact and reasonable time has been given for completion of work (reasonable time shall be a minimum 1-10 days with constant teacher redirection).

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3. Students who miss school for excused absences will be given a minimum of two school days per missed day with a maximum of 10 make-up days to complete all classroom assignments. Missed work accumulated due to an unexcused absence(s) will be addressed according to item two.
4. Grades will be based primarily on summative assessments while formative assessments shall be used to check for student understanding and growth.
5. Grading will be an exercise in professional judgment wherein classroom teachers will seek to ensure that the grade each student receives is an accurate representation of his or her academic achievement within subject areas.
6. Students will be informed of grading practices in individual classrooms at the beginning of the year/semester.
7. Classroom behaviors will not be included or have an effect on academic grades.

The grading scale is as follows:

A	=	4.0	90-100
B+	=	3.5	88-89
B	=	3.0	80-87
C+	=	2.5	78-79
C	=	2.0	70-77
D+	=	1.5	68-69
D	=	1.0	60-67
F	=	0.0	0-59

Students receiving a D or lower in two or more classes when progress is reported will be ineligible to participate in extracurricular activity contests or performances if the grades remain below a D one week after progress is reported.

Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference which includes the teacher(s) involved and the Principal. In the event a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

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

Reduced Credit. Some students in certain situations may qualify for less than the number of

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credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

Transfer Grades. A student transferring into Franklin Public Schools at the 15 to 18 week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire 18 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, quarterly Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from

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attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school years is as follows:

Parent-Teacher Conferences:

Thursday, September 22	2:30 – 8:30 pm
Thursday, February 9	2:30 – 8:30 pm

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

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 is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

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.

Article 7 - Use of School Facilities and Equipment

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

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

Article 7 - Use of School Facilities and Equipment

Section 4 Use of District Computer Network and Internet

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

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

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. 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 on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to

Article 7 - Use of School Facilities and Equipment

- indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
 14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
 15. The District reserves the right to refuse posting of files, and to remove files.
 16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
 17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
 18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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 teacher's Internet account and computer privileges, reprimand, suspension, or termination.

Section 5 Use of School Facilities

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

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be 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.

Article 7 - Use of School Facilities and Equipment

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 be limited during duty time except in the event of an emergency.

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

Article 7 - Use of School Facilities and Equipment

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 to be appropriately 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.

Article 7 - Use of School Facilities and Equipment

Section 14 Lost and Found

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

Section 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 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 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 a member of the safety committee, (2) contact the head of the safety committee, or (3) contact the Principal or 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, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

Article 7 - Use of School Facilities and Equipment

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

Workers Compensation

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

Article 8 – STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination

Franklin Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status 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 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
One Petticoat Lane
1010 Walnut Street
3rd Floor, Suite 320
Kansas City, MO 64106
816-268-0550; FAX: 816-268-0599
TDD: 800-877-8339
ocr.kansascity@ed.gov

US Equal Employment Opportunity Commission
(EEOC)
Gateway Tower II
400 State Avenue, Suite 905
Kansas City, KS 66101
(800) 669-4000; FAX: 913-551-6957
TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “D” to this handbook.

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: Franklin Public Schools, 1001 M Street, Franklin, Nebraska 68939, (308) 425-6283.

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	Superintendent

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Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
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

Franklin 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: Franklin 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 Franklin 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status 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

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

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 Franklin 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:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.

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4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within 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. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

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.

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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:
 1. Political affiliations or beliefs of the student or the student's parent;
 2. Mental or psychological problems of the student or the student's parent;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating or demeaning behavior;
 5. Critical appraisals of other individuals with whom the student has close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 7. Religious practices, affiliations, or beliefs of the students or the student's parent;
 8. 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.

Article 8 – State and Federal Programs

Section 9 Parental Involvement

General - Parental/Community Involvement in Schools

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

1. provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child's records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children have 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.

Article 8 – State and Federal Programs

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.

Model General Notice Of COBRA Continuation Coverage Rights
(For use by single-employer group health plans)

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

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage [*choose and enter appropriate information: must pay or aren't required to pay*] for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days. You must provide this notice to: Monica James, Bookkeeper. [

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage

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

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

Monica James, Bookkeeper
1001 M Street
Franklin, NE 68939
308-425-6283

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

- OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.
- Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:
- No more than*
- 3 hours on a school day or 18 hours in a school week;
 - 8 hours on a non-school day or 40 hours in a non-school week.
- Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.
- ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.
- Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
 - Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
 - Some state laws provide greater employee protections; employers must comply with both.
 - The law requires employers to display this poster where employees can readily see it.
 - Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
 - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV



EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide 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 the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status 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 single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

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 the employee from performing the functions of the employee's 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 3 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

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is 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. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers 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 employer must provide a reason for the ineligibility.

Covered employers 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 employer determines that the leave is not FMLA-protected, the employer 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; and
- 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.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

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



Appendix C
WHD Publication 1420 Revised February 2013

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

**RECEIPT OF 2016-2017 TEACHER HANDBOOK
OF FRANKLIN PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2016-2017 Teacher Handbook of Franklin Public Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: _____

Teacher's Signature

Return to:

Dr. Candace Conradt, Superintendent
Franklin Public Schools
1001 M Street
Franklin, Nebraska 68939

Franklin Public Schools

CLASSIFIED EMPLOYEES HANDBOOK 2016-2017



Franklin Public Schools

1001 M Street
Franklin, Nebraska 68939
(308) 425-6283
Fax (308) 425-6553

**2016-2017
Classified Employees Handbook
Franklin Public Schools**

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**Franklin Public Schools
Classified Employees Handbook
2016-2017**

FOREWORD

Section 1 Intent of Handbook

Welcome to Franklin Public Schools. This handbook is intended to be used by classified employees to provide general information about the District 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 "classified employees" are intended to apply to all staff who are 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, including your employment contract 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 adopted after this handbook, 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 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 2016-2017 and subsequent school years unless replaced by a later edition.

Foreword

Section 2 Board of Education Goals

- Develop positive relationships with our students by staying engaged and visible within our community, while acknowledging community involvement contributing to student success.
- Emphasize attention to building improvements and maintenance of our school facilities to assure safety and security for our building, students, and staff.
- Maintain cash reserve strength while adhering to budgeting limitations and parameters.
- Recruit and attract quality staff as that need develops over the next few years.
- Reduce paperwork for parents, patrons, and staff.

Section 3 School Mission Statement

The mission of the Franklin Public Schools is to equip all students with the skills and competencies needed to meet the challenges of the twenty-first century.

The District seeks to satisfy this mission by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students;
 - Addresses diverse learning needs;
 - Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
 - Develops expected work ethics, as well as group participation and leadership skills;
 - Incorporates character education and multicultural education, including respect for diversity;
 - Provides for application of technology in all learning areas;
 - Provides access to advanced courses; and
 - Is organized in a schedule that is functional and meets student needs in all curriculum areas.

Foreword

- Providing a supportive learning environment which includes:
 - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Section 4 Members of the Board of Education

John Siel
Raquel Felzien
Kim Molzahn
Scott Herrick
James Haussermann
Les Sidlo

Section 5 Administrative Staff

Name	Position	Contact Information
Dr. Candace Conradt	Superintendent	candace.conradt@fpsflyers.org (308) 425-6283
Adam Boettcher	High School Principal	adam.boettcher@fpsflyers.org (308) 425-6283
Shelley Kahrs	PreK-8 Principal	shelley.kahrs@fpsflyers.org (308) 425-6283

For other staff contacts, please visit the school's webpage.

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 School Calendar

The school calendar is found at Appendix “E.”

Section 2 Severe Weather and School Cancellations

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

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

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via **School Messenger**. Employees will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students. Employees need to 1) Follow instructions when they are made available 2) Do NOT call the office.

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. Franklin 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, COMPENSATION AND BENEFITS

Section 1 Employment

Employment occurs when the employee signs the Employee's Contract and the Board of Education approves such contract of employment.

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

Section 2 Assignments

The duties to be performed are subject to assignment by the administration and your supervisor. Job descriptions, where available, provide additional information about the position duties.

Employees are expected to devote full time during days of school to their work and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

Section 3 Personnel File

The District will follow the requirements of state and federal law and regulation with regard to an employee's personnel file.

Section 4 Grievances and Complaints

Employee grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy or this handbook.

Section 5 Compensation

Compensation. Compensation is paid only as authorized by the Board of Education.

Salary Payments. Employees are paid on the 20th of the month, or the last preceding school day, if the 20th falls on a holiday or weekend. In emergency cases exceptions may be made, subject to the approval of the Board. Upon separation of employment, or upon fulfillment of the contract, employees may, at the option of the Board, be paid all salary due in one lump sum.

Article 2 – Employment, Compensation and Benefits

Section 6 Benefits

Classified employees are provided benefits in accordance with their employment contract and Board policy. Annual fringe benefit elections are to be made 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. Employees are responsible for informing the Superintendent’s Office in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA, subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is incorporated into this handbook as Appendix “A.”

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

Section 7 Payroll and Payroll Deductions

Payroll deductions are made in accordance with law and elections made by employees.

Section 8 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 to the 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.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Superintendent 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.

Reimbursable mileage or other reimbursement expenses will be considered separate from compensation and be paid at the time of the next monthly payroll after sufficient support documentation is provided.

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 Superintendent. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Article 2 – Employment, Compensation and Benefits

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Superintendent 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 9 403(b) Salary Reduction Agreements

The District will cooperate with any employee who chooses to participate in an investment program under Internal Revenue Code Section 403(b) that has been approved by the Board of Education.

Section 10 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 “D” to 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. Those who are “non-exempt” are eligible for overtime.

The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

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 the Superintendent 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 workweek and are expected to accurately and timely report overtime hours to their supervisor.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee’s regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District’s policy is to not permit improper deductions from the salary of exempt employees

Article 2 – Employment, Compensation and Benefits

who are required to meet a “salaried basis” test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent’s designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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

Article 3 – ABSENCES FROM WORK

Section 1 Absence Procedures

Requesting Leave. Leave requests should be made as soon as practicable under the circumstances. An employee who wants to use available leave is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute.

Giving Notice of Unscheduled Absences. An employee who is unable to request advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. To report the need to take a sick or bereavement leave, employees are to contact Ingrid Lenneman by 6:00 am Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report to Ingrid Lenneman whether the employee will be able to return to work on the next duty day. For sick or bereavement leaves occurring in circumstances where the need for the leave can be determined in advance, the employee is to make a report of the need to take the leave as soon as possible.

Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.
2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

Article 3 – Absences From Work

Section 2 Paid Leave - Sick and Personal Leaves

Employees are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with their employment contract and Board policy. During such paid leaves, employees continue to receive their salary and fringe benefits.

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

Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.

Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. Bereavement leave shall be granted in the event of death of spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and any other member of the immediate family. Additional bereavement leave may be granted by the Superintendent as needed. Such additional days would come from sick leave. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.

Section 3 Payroll Deductions for Absences in Excess of Paid Leave

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves called for in the negotiated agreement, 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 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 year as the denominator.

Section 4 Leaves of Absence

An employee may apply to the Board of Education for a leave of absence from the employee's duties. The Board of Education considers such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except as may be required under applicable state or federal laws.

Section 5 Unpaid Leaves

The District complies with laws that require leaves to be allowed, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as may be required by law. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

Section 6 Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty.

Article 3 – Absences From Work

There will be no loss of salary or deduction in leave time for time spent in jury service. The District will reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

Section 7 Family and Medical Leave

Employee Rights and Responsibilities under the 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.

Article 3 – Absences from Work

Eligibility Requirements. You are eligible if you have been employed with Franklin 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 the District 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. You may choose or Franklin Public Schools may require 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;

Article 3 – Absences from Work

- 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 poster (Appendix “B”) or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

www.wagehour.dol.gov

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Candace Conradt, Superintendent, at 308-425-6283.

Section 8 Military and Family Military Leave

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

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

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

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

Section 9 Adoption Leave

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

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child

Article 3 – Absences from Work

relationship, except as the Superintendent and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent as early as possible.

Section 10 Subpoena to Testify Leave

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the District, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's work duties, the actions of the employee were not inappropriate, and the District is not an opposing party in the legal matter.

Section 11 Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

Article 4 – DUTIES AND RESPONSIBILITIES

Section 1 Hours of Work & Meetings

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

Employees are required to attend meetings called by the administration or their supervisors, except those meetings which are designated for optional attendance.

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. If approval is given, employees must sign out in the office when leaving the building

Employees who leave the school during their designated lunch period or for an approved absence must check out and check back in the office. Employees who need to leave during the school day for reason of illness or emergency are to 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 school procedures in the performance of their duties:

1. Use of Cell Phones. Employees are not to use personal cell phones for any non-school purpose during duty time.

Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using student vehicles. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies. Employees will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems are to be utilized by all occupants.

2. Checking Out of Equipment. All equipment must be checked out through the Superintendent. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy and/or Superintendent approval.
3. Requisition of Equipment and Supplies. Books and supplies which are needed for instruction should be requested through the Superintendent's office. Employees

Article 4 – Duties and Responsibilities

shall not make purchases on behalf of the District without prior approval of the Superintendent.

4. E-mail. Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail throughout the duty 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.
5. Employee Mail Box. Employees may be assigned a mailbox. Employees should check for mail upon arrival, in the course of the school day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly. Employee mail boxes are to be limited to communications regarding school business.

Section 5 Supervision of Students

Proper supervision of students is an important responsibility. Employees responsible for student supervision are expected to meet the four “P’s” for 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 interacting with students.

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 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 on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
 - If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
 - Be careful with touching students. Touching students should be limited to that necessary to protect the student. Corporal punishment is prohibited in our

Article 4 – Duties and Responsibilities

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.

- Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

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

4. Proper Warnings

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

Contact the Office for Assistance

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

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office 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

Article 4 – Duties and Responsibilities

- presence of an intruder (a non-student or staff member who refuses to go to the office)

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.

Student Searches

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

Student Rights

Treat students fairly and consistently without consideration of race, color, religion, gender, or disability. Students who need special accommodations are to be given those accommodations as needed for them to participate in school and school activities. Follow IEP and 504 Plans for the students for whom you are responsible. Be attentive and respond to “bullying.” Maintain the confidentiality of student records. Student record information should be shared only with other school staff with a need to know the information to perform their duties.

Section 6 Dispensing Medication

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

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 nurse’s office; with the exception of students who have a diabetes self-management or asthma self-management plan. 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 slips 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 are not to 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.

Article 4 – Duties and Responsibilities

Section 7 Reporting Child Abuse

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

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

Employees are to inform their Principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for an 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 promptly interview the child. A counselor or an administrator will help you.

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Ethics Standards

The Franklin Public School District 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 ethics 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:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
8. Shall report to the Superintendent any known violation of paragraphs 2 or 5 above.
9. 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 worthy goals.

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

1. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
2. 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.

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3. 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 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:

1. 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.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of 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 employment practices, the employee:

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

Competent Performance

Employees must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each employee shall:

Article 5 – Personal and Professional Conduct

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

Each employee shall:

1. Utilize available materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the District which has been communicated to the educator;
3. Use channels of communication when interacting with educators, community agencies, and groups, in accordance with policy.

Each supervisor shall:

1. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

Communication Skills: In communicating with students and other employees, each employee, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;
4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;
6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

Management techniques: The employee shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Develop and maintain positive standards of conduct.

Human and Interpersonal Relationships: Employees shall possess effective human and interpersonal relations skills and therefore:

1. Shall allow others who hold and express differing opinions or ideas to freely express such ideas;
2. Shall not knowingly misinterpret the statement of others;
3. Shall not show disrespect for or lack of acceptance of others;
4. Shall provide leadership and direction for others by appropriate example;
5. Shall offer constructive criticism when necessary;

Article 5 – Personal and Professional Conduct

6. Shall comply with reasonable requests and orders given by and with proper authority;
7. Shall not assign unreasonable tasks;
8. Shall demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: Each employee within the scope of delegated authority shall:

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

Contractual Obligations: Employees shall adhere fully to the terms of a contract or appointment.

Section 2 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 professional manner.

Section 3 Professional Boundaries

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.

Article 5 – Personal and Professional Conduct

- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

Employees who observe or become aware of a violation of the foregoing expectations by other employees are to report the matter to the Principal or the Superintendent.

Section 4 Relationships

It is important for employees to maintain an effective working relationship with the administration and all co-workers. Employees 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

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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 Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the District. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

Section 6 Notification of Arrest, etc.

Employees must notify Superintendent by the next business day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. Would impact the responsibility to be a role model for students or relations with other employees of the District;
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee's work duties include driving; or
 - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on District property, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.

2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position.

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3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employee must give full disclosure of any Child Protection Act investigation that resulted in an “inconclusive” determination that occurred at any time. Current employees must give such disclosure within ten days following receipt of this handbook.

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

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

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

Section 7 Evaluations

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

Section 8 Employee Complaints or Concerns

Employees are to inform their supervisor or the Superintendent of any complaints or concerns about the operations of the District using the established chain of command (immediate supervisor, next higher level supervisor, etc.) 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 such as to: (1) not disrupt the proper functioning of their duties, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All official communications from employees must be accurate, demonstrate sound judgment, and promote the District’s mission. Employees must ensure that all applicable laws and regulations are followed by the District and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee’s immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of the District.

Article 5 – Personal and Professional Conduct

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

The District will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Superintendent or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

Section 9 Attire

It is important for employees 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. Employees are expected to maintain conservative and professional 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. Dress leggings must be covered by a top that falls at or below hip level (Use fingertip rule as a guide). Sports/athletic spandex shorts, capris and pants are **NOT** allowed. Jeans are only allowed on designated days. The administration may establish more detailed guidelines for individual employees should that be necessary.

Section 10 Outside Employment

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

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 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 employees 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 an employee 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, 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 employee 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 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 is prohibited in all buildings and all vehicles owned or under the control of the District. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

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:

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;

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4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sandclub, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;
8. An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and 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;
9. 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; and
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 an employee's personal possession, as well as in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 4 Use of District Computer Network and Internet

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. Such access is subject to the following computer acceptable use policy:

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources as made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

Article 6 - Use of School Facilities and Equipment

2. Access and User Agreements. Use of the District's technology resources is a privilege and not a right. The Superintendent or designee may develop appropriate user agreements and require that employees sign such user agreements as a condition of access to the technology resources.

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

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Incidental or de minimis personal use is not prohibited by this provision. This exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time.

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

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,

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1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 7. Users shall not engage in any form of vandalism of the technology resources.
 8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy or any applicable law. Without limitation, this means that technology resources may not be used:
1. To access any material contrary to the District's Internet Safety Policy; or to create or generate any such material.
 2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 3. To engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 4. To promote or tolerate violations of student conduct rules.
 5. To engage in illegal activity, such as gambling.
 6. In a manner contrary to copyright laws.
 7. In a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will

Article 6 - Use of School Facilities and Equipment

operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.

Sanctions. Violation of the policies and procedures concerning the use of the District's technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Section 5 Use of School Facilities

An employee who is issued school keys is 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 such access is for work-related purposes and the Principal or supervisor has given permission for such access. 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.

Article 6 - Use of School Facilities and Equipment

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

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 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 duty time 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.

Section 8 Visitors

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Principal or supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow procedures for being on District property, including checking in. Employees are not to bring their children to work with them in lieu of taking them to childcare.

Section 9 Salespersons

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees must not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees must not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of these restrictions will be considered to be willful insubordination.

Section 10 Security of Desks and Lockers

Offices, employee 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 District exercises exclusive control over school property and reserves the right to 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

Article 6 - Use of School Facilities and Equipment

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 an employee 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 employees may bring to school. Employees 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 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 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 building user and may also be provided to law enforcement agencies.

Section 12 Bulletins and Web Page

Bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about the District's activities and programs and for educational purposes related to such activities and programs. The District's communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the District's communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the District, or communications that promote activities not suitable for school-age children.

Any website links on the District's web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the District. The District makes no representations or warranties of any kind with regard any such links.

Section 13 Copyright and Fair Use Policy

It is the District's policy to follow the federal copyright law. Employees 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,

Article 6 - Use of School Facilities and Equipment

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.” Employees should seek assistance from administration if there are any questions regarding what may be copied.

Section 14 Lost and Found

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

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. 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 administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Employees 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 for employees 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.

Article 6 - Use of School Facilities and Equipment

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, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and employee 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.

Safe Driving

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 provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid.

Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices and are responsible for any injury or accident. Employees are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. When transporting students or using a school vehicle, employees are not to use cell phones or otherwise engage in distracted driving. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Accidents

Every accident which results in a personal injury must be reported to the Principal or supervisor immediately. In the event the injury involves a student, the employee who is responsible for the supervision of the student is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

Workers Compensation

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

Article 7 – STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination

Franklin Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The Coordinator listed in Section 2 has 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
One Petticoat Lane
1010 Walnut Street
3rd Floor, Suite 320
Kansas City, MO 64106
816-268-0550; FAX: 816-268-0599
TDD: 800-877-8339
ocr.kansascity@ed.gov

US Equal Employment Opportunity Commission
(EEOC)
Gateway Tower II
400 State Avenue, Suite 905
Kansas City, KS 66101
(800) 669-4000; FAX: 913-551-6957
TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

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: Franklin Public Schools, 1001 M Street, Franklin, Nebraska 68939; Phone: (308) 425-6283:

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent

Article 7 – State and Federal Programs

Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent Special Services Director for student matters
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

Policy of Non-Discrimination

The policy of Franklin Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status or with regard to employment. The District and its staff shall comply with all applicable state and federal laws prohibiting discrimination.

Decisions with regard to employment, discharge, compensation, and terms and conditions of employment shall not be made based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. There shall be no discrimination against an applicant or employee because of membership or activity in an employee organization or because of protected free speech activities.

Preventing Harassment and Discrimination

Franklin 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, and other employees, students or other persons is prohibited. In addition, the District will endeavor 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status is prohibited. The following are general definitions of what might constitute prohibited harassment:

1. In general, verbal or physical conduct relating to a person’s protected status constitutes harassment when the conduct unreasonably interferes with the person’s work performance or creates an intimidating work, instructional or educational environment.
2. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person’s age.
3. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

Article 7 – State and Federal Programs

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

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

Grievance Procedures

1. Employees should initially report all instances of discrimination or harassment to their immediate supervisor. However, if the employee is uncomfortable in presenting the problem to the supervisor, or if the supervisor is the problem, the employee is encouraged to go to the next level of supervision.
2. If the employee's complaint is not resolved to his or her satisfaction within five to ten working days, or if the discrimination or harassment continues, please report your complaint to the Superintendent. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
3. The supervisor 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 or removal of offending students may be taken.
4. The person who makes the complaint shall not be threatened or retaliated against for alleging a violation of this anti-discrimination policy or for use of this grievance procedure.

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 by employees of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the

Article 7 – State and Federal Programs

- relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
 4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
 5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
 6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within 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. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
 7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

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. Employees may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An employee who violates this restriction shall be subject to disciplinary action up to and including termination. 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.

Article 7 – State and Federal Programs

Section 7 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 8 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.

**Model General Notice of COBRA Continuation Coverage Rights
(For use by single-employer group health plans)**

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

Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

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

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

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

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;

- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days [*or longer period if permitted under the terms of the Plan*] after the qualifying event occurs. You must provide this notice to the agency designated by the EHA and submit such other information as required by Plan procedures for this notice. Contact the EHA or the Superintendent's Office for further information.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Review the Plan procedures for any additional Plan procedures for this notice. Contact the EHA or the Superintendent's Office for further information.

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

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

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

Plan Contact Information

Information about the plan and COBRA continuation coverage can be obtained on request from the EHA. Contact the Superintendent's Office for further details.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide 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 the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status 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 single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

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 the employee from performing the functions of the employee's 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 3 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

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is 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. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers 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 employer must provide a reason for the ineligibility.

Covered employers 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 employer determines that the leave is not FMLA-protected, the employer 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; and
- 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.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

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



WHD Publication 1420 · Revised February 2013

Appendix "B"

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

- OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.
- Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:
- No more than**
- **3** hours on a school day or **18** hours in a school week;
 - **8** hours on a non-school day or **40** hours in a non-school week.
- Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.
- ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.
- Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
 - Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
 - Some state laws provide greater employee protections; employers must comply with both.
 - The law requires employers to display this poster where employees can readily see it.
 - Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
 - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Franklin Public Schools 2016-2017 School Calendar

Summary of Calendar

Days in classroom: 178
 First Semester 84
 Second Semester 94
Total Teacher contract days 185

Calendar Legend

Parent/Teacher Conferences	△
Early Dismissal 12:00 pm	
Early Dismissal 2:00 pm	
End of Qtr/Sem	
Prof. Development - No Students	
No School - Students/Faculty	

Holidays

Labor Day (9/5)
 Thanksgiving Day (11/24)
 Christmas Day (12/25)
 New Year's Day (1/1)
 Easter Sunday (4/16)
 Memorial Day (5/29)

State Cross Country (10/21)
 State Volleyball (11/10-11/12)
 State Football (11/21-11/22)
 State Wrestling (2/16-2/18)
 State GBB (3/2-3/4)
 State BBB (3/9-3/11)
 State Track (5/19-5/20)
 State Golf (5/24-5/25)

August				
M	T	W	Th	F
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
September				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	△	23
26	27	28	29	30
October				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
November				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
December				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
January				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
February				
		1	2	3
6	7	8	△	10
13	14	15	16	17
20	21	22	23	24
27	28			
March				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
April				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
May				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Date	Events
Aug 11	Professional Development
Aug 15-16	Professional Development
Aug 17	No School – Faculty/Students
Aug 18	First Day of School
Sept 5	Labor Day (No School)
Sept 22	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:30 pm
Oct 3	No School Staff Development
Oct 21	End 1 st Qtr. (.45_ days) – 2:00 pm Dismiss
Oct 28	No School – Fall Break
Nov 11	Veterans Day
Nov 23-25	Thanksgiving Holiday (No School)
Dec 21	End 2 nd Qtr. (.39_ days) – 2:00 pm Dismiss
Dec 21	End 1 st Semester (.84_ days)
Dec 22-Jan 3	Holiday Break (No School)
Jan 4	No School – Professional Development
Jan 5	Begin 2 nd Semester
Feb 9	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:30 pm
Feb 17	Winter Break (No School)
March 8	End 3 rd Qtr. (.44_ days) – 2:00 pm Dismiss
March 9-10	No School – Spring Break
March 13	No School – Professional Development
Apr 4	Franklin Track Invite – 11:30 am
Apr 14	No School – Good Friday
Apr 17	No School
Apr 18	Franklin MS Track Invite – 1:00 pm
May 13	Graduation 2 pm
May 24	End 4 th Qtr. (.50_ days) – 2:00 pm Dismiss
May 24	End 2 nd Semester (.94_ days)
May 25	No School – Professional Development
May 29	Memorial Day

**RECEIPT OF 2016-2017 CLASSIFIED EMPLOYEE HANDBOOK OF
FRANKLIN PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2016-2017 Classified Employee Handbook of Franklin Public Schools. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District’s policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: _____

Employee’s Signature

Return to the Principal’s Office

Elementary 3rd Quarter Honor Roll

4th Grade

High Honors 93% and above

Sierra Bloos
Gregory Boettcher
Aiden Bydalek
Kyler Carraher
Isaac DeJonge
Jordyn Falkenstine
Alexa Goosic
Grant Haussermann
Caitlyn Hindal
Grant Kahrs
Emma Largent
Levi Meade
Alek Molzahn
Elizabeth Olson
Sadie Pritchard
Keller Twohig
Madison Zade

Honors 90%-92%

Mika Baker
Anna Grube
Sheridan Trompke
Yancy Welsh

Boosters

Isaac DeJonge
Levi Meade
Elizabeth Olson

5th Grade

High Honors 93% and above

Tavin Uden
Meredith Shaver
Cheyenne Cherry
Breanna Travarton
Miles Cleveland
Macy Cline
Josh Cooper
Cody Greuter
Emma Jackson
Tamia Phifer
Taylor Rochette
Tucker Rose

Honors 90%-92%

Ayden Schmidt

Boosters

Tavin Uden
Cheyenne Cherry
Miles Cleveland
Cody Greuter
Emma Jackson
Taylor Rochette
Tucker Rose
Ayden Schmidt
Meredith Shaver
Breanna Trevarton

6th Grade

High Honors 93% and above

Stephen Aberle
Landon Boettcher
Colton Bower
Carrin Gramke
Barett Haussermann
Jaycob McNiff
Emily Rutt
Kaitlyn Schurman
Abigail Yelken
Aaliyah Wilsey

Honors 90%-92%

Bailey Lennemann

Boosters

Stephen Aberle
Landon Boettcher
Colton Bower
Carrin Gramke
Barett Haussermann
Emily Rutt
Kaitlyn Schurman
Aaliyah Wilsey
Abigail Yelken

Elementary Principal's Report April 2016

Tornado Safety Drill

With severe weather season upon us we will be conducting our Tornado Safety Drill on April 15th We will also be having our quarterly safety meeting at the end of April. If there are safety concerns from the board's building and grounds committee beyond the current list of facility repairs or something you have noticed around the facility, please let me know and I will add to the agenda.

NeSA Testing

NeSa Testing has started in the elementary and in the high school part of the buildings and will hopefully be completed by April 28th. The state representative will be visiting one of the testing session on April 7th.

STOP Day

STOP Day is scheduled for April 19th. Students will have a variety of activities and presentations in the elementary on "bullying", Care-Act-R, Happy Bear, and a group called R5. It will be a fun morning of activities and character building!

Upcoming Activities

The 4th grade will be traveling to Kearney for their annual trip for "Life on the Farm" on April 13th. The 5th grade will be traveling to Hastings Museum on April 20th.

2016-2017 Activities Sponsors

Varsity Sports	Head Coach	Assistant Coach	Assistant Coach
Cross Country	Cortney James		
Football	Aaron Lewis		
Volleyball	Rebekah Miller	Brittany Wagner	
Wrestling	Ryan Hoffman	Simon James	
Girl's Basketball	Adam Boettcher	Jamie Silas	
Boy's Basketball	Taylor Janssen	Chase Bislow	
Track & Field	Rebekah Miller - Head Girls	Taylor Janssen - Head Boys	
Golf	Sara Roether		
Junior High Sports	Head Coach	Assistant Coach	
Football	Ryan Hoffman		
Volleyball	Sara Roether	Angel Dreher	
Wrestling	Simon James		
Girl's Basketball		Holly Largent	
Boy's Basketball	Clark Vetter	Sara Roether	
Track & Field	Angel Dreher - Head	Ryan Hoffman - Head	
Activities	Head Sponsor	Assistant Sponsor	
Annual	Lynn Sidman		
Assistant AD	Sara Roether		
Athletic Trainer	Lacey Hoffman		
Cheer	Brittany Marks	Katie Stroup	
Concessions	Lacey Hoffman		
Elem. Quiz Bowl	Linea Bonham		
FCCLA	Theresa McDowell		
FFA	Dave Rocker		
Flags	Melody Antholz		
FPS Elem, HS, MS	Renee Haussermann	Shannette Kahrs	
HS/MS Quiz Bowl	Becky Cleveland		
Instrumental Music	Doyle Hanshaw		
Invention Convention	Becky Cleveland		
National Honor Society	Renee Haussermann		
One-Acts	Lynn Sidman		
Science Fair	Drew Kendall		
Speech	Doyle Hanshaw	Elizabeth Miller	
Student Council	Taylor Janssen		
Teammates		Casy Corr - Elem. Coor.	
Class	Sponsor	Sponsor	Sponsor
9th	Lynn Sidman	Ryan Hoffman	
10th	Shannette Kahrs	Julie Einspahr	
11th	Janet Guge	Renee Haussermann	Clark Vetter
12th	Diana Hammer	Elizabeth Miller	Amber Gibson

Big Marijuana: Big Deal?

BY THE HON. DOUG PETERSON, Nebraska Attorney General



Peterson

I did not anticipate being immersed in the public policy debate over legalizing marijuana before I became Attorney General. However, once I took office, three things made marijuana a front-and-center issue: Nebraska filed a lawsuit against Colorado; a bill was introduced to legalize medical marijuana; and another bill was introduced that minimized the penalties for the possession of marijuana edibles. Soon, I found myself reading numerous medical articles and mental health studies, to gain an understanding of exactly what the future impact could be on Nebraskans. I was specifically concerned about the potential harm to our young people.

In Colorado there are over 1,000 licensed retail marijuana businesses. Multiple news outlets have reported that nationwide, in 2015 alone, the recreational pot industry made over \$5.4 billion. The industry is very creative, marketing its marijuana products in not only natural leaf form, but also edible products such as candy bars, pixie sticks, gummy bears, cookies and power drinks. They use product names like Kushy Punch, Monkey Bar, Orange Kush Soda, Dixie Rolls, Ganja Joy, and Cheeta Chews. It is obvious that the industry is targeting a very young market and it's working. Their efforts have been successful. Data compiled by the Rocky Mountain High Intensity Drug Trafficking Area shows that marijuana used in Colorado was 55 percent above the national average among teens and young adults. According to recent data collected in Colorado, the highest age bracket for the entry into the use of marijuana is the range of age 10 to 14. The National Institute on Drug Abuse reports that high school students are more likely to use marijuana than any other illegal drug. 36.4 percent of 12th graders have tried marijuana and 29.8 percent of 10th graders had experimented with marijuana. Not surprisingly, these percentages are notably higher in states that have either medical marijuana laws or recreational marijuana laws.

Not only is the marijuana industry creative in their marketing forms, the industry recognizes that the true commercial value of their product is found in its strong potency. The commercial market is producing the strongest THC potency seen in the world. The 2014 High Times reported 15 strains of cannabis plants with a Delta 9 THC strength factor of 23 percent. (Delta 9 THC produces the high.) The top cannabis plants tested in 2015 and reported by High Times were over 25 percent THC. In com-

parison, the standard THC factor prior to the Colorado open market was typically below 8 percent. This degree of strong potency has made the Colorado product extremely popular in markets outside of Colorado. In 2015, law enforcement reported that Colorado marijuana had been exported to at least 36 states.

In the last year, I have traveled to dozens of counties throughout Nebraska meeting with law enforcement and prosecutors to better understand some of the criminal issues they are dealing with. During those trips, I have spoken to students in as many high schools as possible. Typically, I will speak to an assembly or a government class. During those meetings we will commonly discuss marijuana. In speaking with several school administrators, they tell me they believe legalization of marijuana in Colorado has had a significant impact on how students view the use of marijuana. Administrators explain that it is common for students to minimize the effect of marijuana based on the fact that if it were dangerous it would not have been legalized in Colorado. Students are also aware that the penalties in Nebraska are more severe for a minor in possession of alcohol than they are for the infractions issued for the possession of marijuana, so it must not be that big of a deal.

What is most disturbing about the marijuana industry is how it unabashedly targets these young people. From a business profit model it makes sense, you go after the young people as quickly as possible to turn them into early users of the product and then they will continue to use into adulthood. Does that sound familiar? Do you remember Joe Camel? We despised the fact that big tobacco used our young people in this manner, the problem is that when it comes to the marijuana industry and the potency of the product, the potential harm to young people is so much more. If the marijuana industry is targeting our youth, it is imperative that we as adults fully understand the risk of harm caused by marijuana.

According to a study done by Northwestern University/Harvard Medical School, MRI studies confirmed that casual marijuana use did cause structural harm to the brain. The study was done using casual marijuana users versus nonusers in the age range of 18 to 25. The MRI test showed "Significant shape differences were detected in the left nucleus accumbens and right amygdala" of those

(continued on page 6)

Big Marijuana: Big Deal? (continued from page 5)

who were recreational users. These shape differences were specifically found in brain regions associated with emotion and motivation. Co-Senior study author, Hans Breiter, M.D., commented, "This study raises a strong challenge to the idea that casual marijuana use isn't associated with bad consequences."

Equally concerning is the long-term impact on young people's mental health. Numerous studies have confirmed that the impact of regular THC exposure on an adolescent brain makes them more susceptible to serious mental health conditions such as anxiety disorder and schizophrenia. The state of Nebraska and many other states are currently in a poor position to properly address many mental health issues that face our communities. As far as social cost, it's difficult to understand the progressive logic of legalizing recreational drugs when it is undisputed that such usage will only exacerbate our current mental health treatment crisis.

Both medical and psychiatry associations have evaluated the impact of marijuana on young people and have taken strong positions in opposition to legislation for recreational use. In 2015, the American College of Pediatrics issued a report setting forth several medical concerns regarding marijuana usage by adolescents. They noted the damage caused to the lungs, to the brain, and particularly the risk caused to the mental health of regular marijuana users. In the report it noted:

"In chronic adolescent users, marijuana's adverse impact on learning and memory persists long after the acute effects of the drug wear off. A major study published in 2012 in Proceedings of the National Academy of Science, provides objective evidence that marijuana is harmful to the adolescent brain."

The college also noted an extensive study regarding marijuana's impact on IQ. Participants started in the study at age 13 and were given their final IQ test at age 38. The participants who used

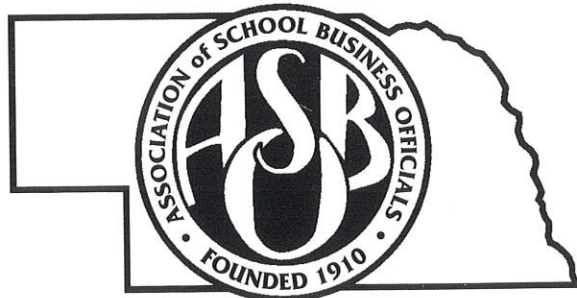
cannabis heavily in their teens continued through adulthood, showing a significant drop in IQ between ages 13 and 38. The study was considered notable because it tested 1,000 individuals before the first use of marijuana and then had a significant time period to measure the impact over 20-plus years. Additionally, in 2014, The American Academy of Child and Adolescent Psychiatry came out strongly against any legislation legalizing marijuana, noting that:

"Marijuana's deleterious effects on adolescent brain development, cognition, and social functioning may have immediate and long term implications, including increased risk for motor vehicle accidents, sexual victimization, academic failure, lasting decline in intelligence measures, psychopathology, addiction, and psychological and occupational impairment."

Obviously, you do not hear the marijuana industry reporting this information. In order to have continued success, it is imperative for this industry to do everything it can to legitimize its business model, and convince most people that marijuana is not harmful. Just like any other free market enterprise, the impairment industry is retaining well-recognized lobbying groups, attempting to associate with legitimate business interests, and engaging the services of former law enforcement officials to give the perception that they are "doing it the right way." In order to expand a multibillion-dollar business, it's critical that the industry spend millions of dollars to create the illusion of legitimacy to persuade all Americans that a legal marijuana market "is really not that big of a deal."

As Nebraskans, we care deeply about our youth and the safety of our communities. Because we understand the serious risk that these potent marijuana products pose to our students, it will be imperative that we all work together to prevent our youth from being consumed by the marijuana industry. It is the only responsible response. In short, we need to make students aware that it is a big deal both for today and for their future.

To access sources and additional information please see the digital version at ncaa.org/publications/ncaa-today. ■



Please join us for the
NASBO Annual State Convention
April 14th-15th, 2016
Holiday Inn - Kearney, NE

Check out www.ncaa.org
 for more information and registration!

High School Principal's Report - April 2016
Board of Education

1. Academic Information

- ✓ NeSA Testing is underway...
- ✓ State Legislature has passed a legislative bill that will require all juniors to take the ACT in lieu of the NeSA assessment. It still has to go through the second round and then be signed into law by the governor. The idea is to have this in place for the 2016-2017 school year, but it could be another year out.

2. Activity Information

- ✓ Uniform Rotation - Track & Cross Country Uniforms will be updated this year along with MS Track Sweats.
- ✓ Coaching Assignments - See Attached Document - Once again this is just an FYI - This is still a work in progress and we will probably be looking to advertise within the community to fill some of the positions.
- ✓ I want to thank all of the staff, students, and community members that helped out with Tuesday's and Thursday's Track meets. We still have two more meets to host this month on the 19th and 30th.
- ✓ The Middle School Track Meet will take place on Tuesday of next week starting at 1:00 pm
- ✓ Fine Arts Awards Night is scheduled for Monday, April 25th at 7:00 pm
- ✓ Athletic Awards Night is scheduled for Monday, May 2nd at 7:00 pm

4. Other Information

- ✓ I have sent out the School Lunch Survey to the Staff, and all students K-12. I will leave it open throughout the month of April and the Wellness Committee will be taking a look at the results during a May Meeting.
- ✓ Open vs. Closed Campus for Lunch - Discussion - I feel that with the current rise in drug issues throughout our student body (tobacco, marijuana, and alcohol), that we should consider making lunch closed campus. And allow it to be used as an incentive for students throughout the year, instead of just having it be an open campus.

Mtgs. & Activities Attended

Thurs, March 17	NRCSA Conference
Mon, March 21	Admin Team Mtg
Tues, March 22	Building & Grounds Committee Meeting
Wed, March 30	IEP Mtg
Wed, March 30	Supt Mtg @ Kearney 5 pm
Frid, April 1	Admin Team Mtg
Sat, April 2	Prom
Mon, April 4	Elementary & Science Interviews
Wed, April 6	Elementary Interview
Fri, April 8	Admin Team Mtg

Board members "Abstain" vote

I have been asked to research information concerning "Abstain" votes. Board members do have the right to abstain. Depending on the reason the number of votes needed to make a majority changes.

Technically a board member can abstain for any reason. However, there are specific accountability and disclosure laws (conflict of interest) that provide specific instances where a **board member MUST abstain** for conflict of interest purposes.

When a board member does abstain, it may affect the vote, so it is important to know if the person is abstaining for a **legal reason or a "just because" reason**. For example, if you have a 6 member board and the person abstains for a valid legal conflict of interest reason, that person is removed from the denominator of the vote. So you need a majority of 5 "ayes" to pass the motion (4 out of 5).

If the person **abstains and does not have a valid legal reason** for abstaining, the board will still need a majority of 6 "ayes" to pass the motion, (4 out of 6) with one person's vote being an abstention. So it is harder to pass a vote if someone abstains for a "just because" reason.

We had several board members who "abstained" last month. Considering the above information and the reason for abstaining, the outcome of the votes are still valid.

Cafeteria Report

BREAKFAST		2014 / 2015		
	Free	Reduced	Paid	TOTAL
August	412	64	104	580
September	814	117	263	1194
October	924	141	298	1363
November	711	110	255	1076
December	668	120	225	1013
January	919	97	321	1337
February	843	89	291	1223
March	902	147	346	1395
April	797	134	360	1291
May	535	95	197	827
Total				11299

BREAKFAST		2015 / 2016		
	Free	Reduced	Paid	TOTAL
August	443	140	158	741
September	708	228	263	1199
October	845	207	344	1396
November	739	163	348	1250
December	584	106	283	973
January	935	155	414	1504
February	675	115	329	1119
March	995	167	523	1685
April				
May				
Total				9867

LUNCH		2014 / 2015		
	Free	Reduced	Paid	TOTAL
August	1084	362	1147	2593
September	1781	635	1835	4251
October	1850	719	2095	4664
November	1326	500	1456	3282
December	1230	443	1397	3070
January	1636	533	1780	3949
February	1481	511	1709	3701
March	1624	559	1850	4033
April	1538	570	1838	3946
May	982	395	1225	2602
Total				36091

LUNCH		2015 / 2016		
	Free	Reduced	Paid	TOTAL
August	1045	421	1128	2594
September	1503	604	1650	3757
October	1579	594	2005	4178
November	1466	515	1795	3776
December	1185	366	1352	2903
January	1614	480	1818	3912
February	1311	385	1478	3174
March	1823	508	2076	4407
April				
May				
Total				28701

Account Number	Account Description	2016 Revised Budget	2015 Previous Revised Budget	2016 Expenditures to Date	2015 Previous Expenditures to Date
06	SCHOOL LUNCH FUND				
2100	SUPPORTIVE SERVICES-PUPILS				
06 2100 110 0	REGULAR SALARIES	\$0.00	\$0.00	\$0.00	\$0.00
06 2100 140 0	KITCHEN SALARIES	\$57,000.00	\$55,000.00	\$32,571.80	\$36,256.44
06 2100 200 0	EMPLOYEE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00
06 2100 210 0	SOCIAL SECURITY	\$4,365.00	\$4,208.00	\$2,478.90	\$2,689.06
06 2100 220 0	RETIREMENT	\$4,150.00	\$4,059.00	\$2,336.13	\$2,637.33
06 2100 221 0	INCREASED RETIREMENT CONTRIBUTION RATE	\$1,425.00	\$1,375.00	\$802.23	\$905.71
06 2100 230 0	HEALTH INSURANCE	\$18,000.00	\$17,230.00	\$8,777.34	\$10,016.99
06 2100 260 0	LIFE INSURANCE	\$72.00	\$72.00	\$0.00	\$0.00
06 2100 290 0	Disability, OTHER BENEFITS	\$600.00	\$600.00	\$0.00	\$0.00
06 2100 300 0	PURCHASED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
06 2100 400 0	SUPPLIES AND MATERIALS	\$10,000.00	\$10,000.00	\$5,288.09	\$4,080.09
06 2100 470 0	FOOD	\$154,388.00	\$157,456.00	\$67,319.96	\$69,087.07
06 2100 480 0	NON-CAPITALIZED OPERATIONAL PURCHASES	\$0.00	\$0.00	\$2,162.00	\$0.00
06 2100 500 0	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
06 2100 670 0	TRAVEL EXPENSE AND MILEAGE	\$0.00	\$0.00	\$44.85	\$0.00
2100	SUPPORTIVE SERVICES-PUPILS	<u>\$250,000.00</u>	<u>\$250,000.00</u>	<u>\$121,781.30</u>	<u>\$125,672.69</u>
8000	TRANSFERS (OUTGOING)				
06 8000 759 0	OTHER TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00
8000	TRANSFERS (OUTGOING)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
06	SCHOOL LUNCH FUND	<u>\$250,000.00</u>	<u>\$250,000.00</u>	<u>\$121,781.30</u>	<u>\$125,672.69</u>

under this year \$3,891.39

Account Number	Account Description	Budget to Date	Activity During Month	Activity to Date	Balance at EOM	% of Budget
8	Revenue					
06	SCHOOL LUNCH FUND	\$197,148.00	\$15,146.45	\$108,214.82	\$88,933.18	54.89
8	Revenue	\$197,148.00	\$15,146.45	\$108,214.82	\$88,933.18	54.89
9	Expenditure					
06	SCHOOL LUNCH FUND	\$250,000.00	\$17,581.27	\$125,672.69	\$124,327.31	50.27
9	Expenditure	\$250,000.00	\$17,581.27	\$125,672.69	\$124,327.31	50.27
Grand Total:		\$447,148.00	(\$2,434.82)	(\$17,457.87)	(\$35,394.13)	52.31

Revenue/Expenditure Summary

03/2016

Account Number	Account Description	Budget to Date	Activity During Month	Activity to Date	Balance at EOM	% of Budget
8	Revenue					
06	SCHOOL LUNCH FUND	\$201,988.00	\$16,585.99	\$106,751.09	\$95,236.91	52.85
8	Revenue	\$201,988.00	\$16,585.99	\$106,751.09	\$95,236.91	52.85
9	Expenditure					
06	SCHOOL LUNCH FUND	\$250,000.00	\$15,299.50	\$121,781.30	\$128,218.70	48.71
9	Expenditure	\$250,000.00	\$15,299.50	\$121,781.30	\$128,218.70	48.71
Grand Total:		\$451,988.00	\$1,286.49	(\$15,030.21)	(\$32,981.79)	50.56

I need to have board committees/members help prioritize the 1) Program/Course Priorities & 2) Financial Priorities

I also need the board finance committee/members to set classified salaries for the 2016-2017 school year.

Program/Course Priorities

Elementary Program Priorities

- Exceed Rule 10 requirements
- Low student –teacher ratios
- Preschool/Head Start
- Life Skills
- Learning Styles – Instructional
- Technology
- Community Service

Middle School/High School Program Priorities

- Exceed Rule 10 requirements
- Career ready/life skills/vocational
- Learning Styles – instructional
- Community Service
- Technology
- Extra-curricular

Financial Priorities

- Educate the students and support the program priorities
- Maintain financial stability
- Maintain the cash reserve
- Maintain the facilities
- Maintain quality faculty and staff
- Involve and educate the community

- Technology (i.e. student use & instructional use)
- Maintain smaller class sizes (elementary)
- Maintaining enrollment
- Maintain and continue to enhance staff development
- More state aid
- Meeting all student needs
- Maximizing personnel and resources