

February Board Meeting

Monday, February 11, 2013 7:00 PM

1. Call the meeting to order
 - 1.1. Roll Call
 - 1.2. Verification of Open Meetings Act Notice
 - 1.3. Verification of publication of meeting notice
2. Consider and approve minutes of previous meeting
3. 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 John Siel.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
4. Consider and approve bills

Motion to approve bills as presented passed with a motion by Raquel Felzien and a second by John Siel.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
- 4.1. Consider and approve R & R repair bill in the amount of \$?????
- 4.2. Consider and approve bill from H&Y Leveling in the amount of \$300

Motion to consider and approve bill from H&Y Leveling passed with a motion by John Siel and a second by Raquel Felzien.

Scott Herrick: Abstain (With Conflict), Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Kim Molzahn: Yea, John Siel: Yea
5. Visitors' Comments
6. Reports
 - 6.1. Principal's Report
 - 6.2. Superintendent's Report
 - 6.2.1. Principal Hiring Process Update
 - 6.3. Board Members' Reports
 - 6.4. Committee Reports
7. New Business
 - 7.1. Planning
 - 7.2. Policy Review
 - 7.2.1. School Wellness Policy
8. Action Items
 - 8.1. Consider and approve continuing membership in the Nebraska Association of School Boards

Motion to consider and approve continuing membership in the Nebraska Association of School Boards passed with a motion by Raquel Felzien and a second by Kim Molzahn.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
 - 8.2. Consider and approve contract with ESU 11 for special education services for the 2013-14 school year

Motion to consider and approve entering into a service contract with Educational Service Unit #11 for special education services for the 2013-14 school year passed with a motion by John Siel and a second by Scott Herrick.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea

8.3. Consider and approve first reading of Board policies in 4000 series

Motion to adopt the Board policies in 4000 series as presented and to repeal and rescind all existing Board policies that pertain to the same matters or that are otherwise conflicting, including without limitation existing policies passed with a motion by Raquel Felzien and a second by Kim Molzahn.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea

8.4. Consider and approve Superintendent's Contract for Ken Schroeder (Possible Executive Session)

Motion to consider and approve Superintendent's Contract for Ken Schroeder passed with a motion by John Siel and a second by Scott Herrick.

James Haussermann: Nay, Kim Molzahn: Nay, Raquel Felzien: Yea, Ron Fritson: Yea, Scott Herrick: Yea, John Siel: Yea

9. Discussion Items

9.1. Smart Music Student Presentation

9.2. NRCSA Spring Conference Registration-March 21st & 22nd-Kearney, NE

9.3. Positive Behavioral Support Data Update

9.4. RTI & Alt Ed. Software Presentation

9.5. School Safety (Possible Executive Session)

9.6. Superintendent's Evaluation (Possible Executive Session)

10. Positive Comments

11. Adjournment

Motion to adjourn at 8:42 PM passed with a motion by John Siel and a second by Raquel Felzien.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	§§ 79-570; 79-571; § 84-1411 (3) and (6); § 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	§ 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	§ 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	§ 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the Board will be required to identify themselves.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference:

§ 84-1412 (1) (2) and (3)

Franklin Public Schools Board Of Education Meeting Minutes

January 2013 Regular Meeting

January 14, 2013 @ 07:00PM

Franklin Public Schools Media Center

Board Members Present & Absent

Attendance Taken at 7:03 PM:

Present Board Members:

Raquel Felzien
Ron Fritson
James Haussermann
Scott Herrick
Kim Molzahn

Absent Board Members:

John Siel

1. Call the meeting to order

The regular, January 14th, 2013, meeting of the Franklin Public School Board was opened by Board President Ron Fritson at 7:02 PM.

1.1. Oath of Office for most recently elected board members & annual election of board officers

Scott Herrick and Raquel Felzien were sworn in.

1.2. Roll Call

The regular, January 14th, 2013, meeting of the Franklin Public School Board was called to order by Board President Ron Fritson.

1.3. Verification of Open Meetings Act Notice

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

1.4. Verification of publication of meeting notice

Board Member Raquel Felzien verified that the meeting notice was published in the Franklin Chronicle.

2. Consider and approve minutes of previous meeting

Motion to approve the the minutes from the previous month's meeting passed with a motion by Raquel Felzien and a second by James Haussermann.

3. 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 Kim Molzahn and a second by Scott Herrick.

4. Reorganization of Board of Education-Election of Officers as per Franklin Public School Board Policy #8130

Officers were elected:

President: Ron Fritson

Vice-President: John Siel

Secretary: Raquel Felzien

Treasurer: Scott Herrick

4.1. Consider and approve appointments to the Franklin Board of Education Committees as presented by Superintendent Ken Schroeder

Motion to approve the appointments to the Franklin Board of Education Committees as presented by Superintendent Ken Schroeder passed with a motion by Raquel Felzien and a second by James Haussermann.

4.2. Consider and approve selecting Greg Perry as legal counsel for Franklin Public Schools

Motion to consider and approve selecting Greg Perry as legal counsel for Franklin Public Schools passed with a motion by Raquel Felzien and a second by Scott Herrick.

4.3. Consider and approve selecting Franklin State Bank and South Central State Bank as depository banks for Franklin Public Schools for 2013

Motion to consider and approve selecting Franklin State Bank and South Central State Bank as depository banks for Franklin Public Schools for 2013 passed with a motion by Kim Molzahn and a second by Raquel Felzien.

4.4. Dissemination of conflict of interest statutes to each board member as per Franklin Public Schools Board Policy 8130

4.5. Consider and approve selecting the Franklin Chronicle as the Franklin Public School District's newspaper of record for 2013

Motion to consider and approve selecting the Franklin Chronicle as the Franklin Public School District's newspaper of record for 2013 passed with a motion by Scott Herrick and a second by James Haussermann.

5. Consider and approve bills

Motion to approve bills as presented passed with a motion by Scott Herrick and a second by Kim Molzahn.

5.1. Consider and approve payment of \$6600.14 to Chief Electric from the special building fund for electrical improvements made in conjunction with the high school roof replacement during the summer of 2012

Motion to approve payment of \$6600.14 to Chief Electric from the special building fund for electrical improvements made in conjunction with the high school roof replacement during the summer of 2012 passed with a motion by Kim Molzahn and a second by James Haussermann.

5.2. Consider and approve R & R repair bill in the amount of \$112.93

Motion to approve bill from R & R passed with a motion by Raquel Felzien and a second by Kim Molzahn. Herrick Abstained.

5.3. Consider and approve H & Y Leveling bill for snow removal in the amount of \$1200

Motion to approve bill from H & Y Leveling passed with a motion by Raquel Felzien and a second by Kim Molzahn. Herrick abstained.

5.4. Consider and approve payment of \$3842.20 from the depreciation fund to Chief Electric for electrical repairs in the classrooms

Motion to approve payment of \$3842.20 from the depreciation fund to Chief Electric for electrical repairs in the classrooms passed with a motion by Raquel Felzien and a second by Scott Herrick.

6. Visitors' Comments:

Vistors were in to discuss the possibility of a dance squad, as a school sponsored activity.

7. Reports

7.1. Principal's Report

7.2. Superintendent's Report

7.2.1. Activities Director

7.2.2. Bowling Team Insurance Question

7.3. Board Members' Reports

7.4. Committee Reports

8. Action Items

8.1. Consider and approve 1st reading of 4000 series policies

Item was tabled until the February Board Meeting

8.2. Consider and approve providing \$120 per Franklin Public Schools Student who chooses to participate in the driver's education program provided at Franklin Public Schools through the Nebraska Safety Center during the summer of 2013

Motion to approve providing \$120 per Franklin Public Schools Student who chooses to participate in the driver's education program provided at Franklin Public Schools through the Nebraska Safety Center during the summer of 2013 passed with a motion by Raquel Felzien and a second by Kim Molzahn.

8.3. Consider and approve providing financial support for art teacher attending national art teaching convention

Motion to approve providing financial support for art teacher attending national art teaching convention in the amount discussed for attendance at the national art teaching convention passed with a motion by Raquel Felzien and a second by James Haussermann.

8.4. Consider and approve the Superintendent's Contract as discussed

Motion was tabled until Regular February Board Meeting.

9. Discussion Items

9.1. FCCLA Presentation-Brigitte Siel

9.2. Wellness Council Membership

9.3. Security & Safety Protocols at Franklin Public Schools

9.4. Future Holiday Tournament Options

9.5. Annual Transportation Report

9.6. School Climate Survey

9.7. Championship Banners and Record Boards

9.8. Superintendent's Evaluation

10. Positive Comments

Simmy's Lakeside Grill in Almas will be making donations to area schools,

including Franklin Public Schools during the month of March. Thanks, Mrs. Simmons! -Ken Schroeder, Superintendent

Mr. & Mrs. Hoffman & Mr. Walton did a great job with the wrestling invitational. I've heard nothing but positive comments. We are lucky to have Mr. Walton in our community. He's a strong resource in this area. Mary Goebel did a fantastic job with the hospitality room. People ate very well due to her hard work. -James Haussermann

The number of kids who made the honor roll and who were "boosters" at the elementary level is a testament to the students hard work and the teachers hard work. Ron Fritson, Board President

Transportation staff and staff members who help supervise students in the morning and afternoon during arrival and dismissal are an asset to our children's safety. They do a great job, day in and day out, to get our students to and from school safely. -Scott Herrick, Board Treasurer

Raising all the money for the St. Jude's through the mathathon is a testament to our students' desire to serve and help others. -Raquel Felzien

11. Adjournment

Motion to adjourn at 11:35 PM passed with a motion by Raquel Felzien and a second by James Haussermann.

BOARD OF EDUCATION

Franklin Public Schools

District 506

Franklin, Nebraska 68939

Regular Meeting

7:00 PM
February 11, 2013
Media Center

REMINDERS - -

BILLS COMMITTEE:

Raquel & Ron

February & March

*R & R claim \$0

*H Y Leveling \$300

General Fund

January 31, 2013

Check Beg Balance	12/31/12	\$380,759.52		
	Claims 1/14/2013 Mtg	(\$46,389.96)		
	Jan Local PPd Claims	(\$3,498.61)		
	Jan Payroll	(\$280,331.64)		
Lunch Fund Reim Jan Payroll will be in February		\$0.00		
	Dir Dep's, Deposits & Int	\$634,217.01		
	Outstanding Dep	\$0.00		
	CD moved to Checking	\$0.00		
End of Month Checking Balance			\$684,756.32	
	01/31/13	\$922,391.18		
	1/2013 Interest	\$764.99		
	Less CD moved to Checking	\$0.00		
	1/31/13		\$923,156.17	
Total General Fund 1/31/13			\$1,607,912.49	
	Checking FSB 1/31/13	\$731,805.46		
	Less Outstanding checks	(\$47,049.14)		
	Plus Outstanding Deposits	\$0.00		
	1/31/13		\$684,756.32	
FSB	CD # 33723	\$105,854.62	2/1/13	3 Mths
FSB	CD # 34031	\$310,832.18	4/1/13	3 Mths
FSB	CD # 34032	\$312,756.32	4/1/13	6 Mth
SCSB	CD # 402352	\$120,911.89	2/1/13	Mthly
SCSB	CD # 402354	\$72,801.16	2/1/13	Mthly
Investment Total 1/31/13			\$923,156.17	
Recon Total	1/31/13		\$1,607,912.49	

Regular; Processing Month 01/2013; 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	2,727,378.00	486,810.00	1,292,042.38	47.37	1,435,335.62
01 1115	CARLINE TAX	0.00	0.00	67.52	0.00	(67.52)
01 1125	MOTOR VEHICLE TAX	100,000.00	6,926.41	37,755.50	37.76	62,244.50
01 1240	TUITION REC FROM INDIVID - SP ED	500.00	0.00	0.00	0.00	500.00
01 1270	PRE-SCHOOL TUITION	0.00	240.00	1,620.00	0.00	(1,620.00)
01 1410	INTEREST	20,000.00	907.53	4,662.20	23.31	15,337.80
01 1610	LOCAL LICENSES AND FEES	1,000.00	50.00	1,350.00	135.00	(350.00)
01 1620	POLICE COURT FINES	0.00	25.00	70.00	0.00	(70.00)
01 1990	OTHER LOCAL RECEIPTS	1,000.00	0.00	0.00	0.00	1,000.00
Subtotal: LOCAL RECIEPTS		2,849,878.00	494,958.94	1,337,567.60	46.93	1,512,310.40
01 2110	COUNTY FINES AND LIC. FEES	5,000.00	585.73	1,990.50	39.81	3,009.50
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	860.16	0.00	(860.16)
01 2160	PRO-RATE MOTOR VEHICLES	0.00	1,293.26	2,025.05	0.00	(2,025.05)
Subtotal: COUNTY AND ESU RECEIPTS		5,000.00	1,878.99	4,875.71	97.51	124.29
01 3110	STATE AID	951,513.00	95,151.40	475,757.00	50.00	475,756.00
01 3120	S.P.E.D.	150,000.00	35,160.00	69,415.00	46.28	80,585.00
01 3125	SPECIAL ED TRANSPORTATION SCHOOL AGE	2,500.00	0.00	0.00	0.00	2,500.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	0.00	0.00	0.00
01 3131	RELIEF TO PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
01 3135	HIGH ABILITY LEARNERS	3,500.00	0.00	4,288.00	122.51	(788.00)
01 3180	PRO-RATE MOTOR VEHICLE	3,000.00	0.00	0.00	0.00	3,000.00
01 3200	STATE APPORTIONMENT	35,000.00	0.00	0.00	0.00	35,000.00
01 3300	IN-LIEU OF SCH. LAND TAX	5,000.00	377.73	2,598.25	51.97	2,401.75
01 3500	STATE CATEGORICAL PROGRAMS	25,000.00	0.00	0.00	0.00	25,000.00
01 3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	0.00	5,000.00	0.00	(5,000.00)
01 3540	EARLY CHILDHOOD	0.00	0.00	12,919.00	0.00	(12,919.00)
01 3990	OTHER STATE RECEIPTS	2,500.00	0.00	0.00	0.00	2,500.00
Subtotal: STATE RECEIPTS		1,178,013.00	130,689.13	569,977.25	48.38	608,035.75
01 4200	TITLE I	70,000.00	0.00	60,300.00	86.14	9,700.00
01 4310	TITLE IIA	14,000.00	0.00	13,994.00	99.96	6.00
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	5,000.00	0.00	0.00	0.00	5,000.00
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	5,000.00	693.55	3,660.97	73.22	1,339.03
01 4455	MEDICAID ADMIN. ACTIV.	50,000.00	6,761.39	13,461.16	26.92	36,538.84
01 4580	ARRA: ED JOBS FUND PROGRAM	0.00	0.00	0.00	0.00	0.00
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	90,000.00	0.00	0.00	0.00	90,000.00
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	4,236.03	0.00	(4,236.03)
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 FED CATEGORICAL REC.	0.00	0.00	0.00	0.00	0.00
Subtotal: FEDERAL RECEIPTS		234,000.00	7,454.94	95,652.16	40.88	138,347.84
01 5200	LONG TERM LOANS	337,665.00	0.00	0.00	0.00	337,665.00
01 5300	INSURANCE ADJUSTMENTS	48,000.00	0.00	0.00	0.00	48,000.00
01 5400	SALE OF PROPERTY	100.00	0.00	3,094.50	3,094.50	(2,994.50)

Revenue Summary Report
Processing Month: 01/2013
Regular; Processing Month 01/2013; 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 5690	OTHER NON-REVENUE REC.	0.00	0.00	205.00	0.00	(205.00)
	Subtotal: NON-REVENUE RECEIPTS	385,765.00	0.00	3,299.50	0.86	382,465.50
	Fund Total:	4,652,656.00	634,982.00	2,011,372.22	43.23	2,641,283.78

Lunch Fund**January 31, 2013**

Balance on hand:	12/31/12	\$18,257.34
Receipts:		
	Meals, milk & juice	\$3,138.39
	Transfer from General Fund	\$0.00
	Fed Reim	\$5,573.97
	State Reim	\$0.00
	Interest Checking	\$4.34
	Misc Deposits AF Reim's to Lunch	\$7,526.05
Disbursements:		
	Claims	(\$5,057.70)
	Payroll Jan to Reim GF in February	\$0.00
		\$0.00
Balance on hand:	1/31/13	\$29,442.39
Reconciliation:		
FSB	Super Now Acct Ckg	\$30,405.31
	plus outstanding deposits	\$0.00
	less outstanding checks	(\$962.92)
Recon Total	1/31/13	\$29,442.39
	outstanding claims	(\$9,690.02)
	Payroll Jan	(\$5,035.06)
	Payroll estimate /Febr	(\$6,000.00)
	outstanding Receipts	\$0.00
	Net Estimate Cash Resource	\$8,717.31

Building Fund**January 31, 2013**

Balance on hand:	12/31/12	\$99,783.29
Receipts:	Interest	\$93.65
	Misc	\$0.00
Disbursements:		\$6,600.14
Balance on hand:	1/31/13	\$93,276.80

Reconciliation:			Matures	Next Mature
FSB	Super Now Acct Ckg	\$7,501.30	NA	NA
	C#33233	\$34,485.61	3 Mths	4/2/13
	C#33381	\$10,680.04	Mthly	3/1/13
SCSB	C#404520	\$40,609.85	12 Mths	10/1/13
Recon Total	1/31/13	\$93,276.80		

Depreciation Fund**January 31, 2013**

Balance on hand:	12/31/12	\$132,371.43
Receipts:		\$0.00
Disbursements:	Claims	\$3,842.20
Balance on hand:	1/31/13	\$128,529.23

Reconciliation:		
FSB Checking	12/31/12	\$132,371.43
	plus outstanding dep	\$0.00
	less outstanding chks	(\$3,842.20)
Recon Total	1/31/13	\$128,529.23

Employee Benefit/Unemployment Ins Fund**January 31, 2013**

Balance on hand:	12/31/12	\$9,047.52
Receipts:	Interest	\$1.71
Disbursements:		\$0.00
Balance on hand:	1/31/13	\$9,049.23

Reconciliation:			Matures	Next Mature
FSB	Now Acct Ckg	\$5,179.48	N/A	N/A
		\$0.00		
	C#33386	\$3,869.75	6 Mths	4/1/13
Recon Total	1/31/13	\$9,049.23		

Cafeteria Plan**January 31, 2013**

Balance on hand:	12/31/12	\$39,570.01
Receipts:	Transfer frm General Fund for 2012-13SY	\$0.00
	Reim from Employees Payroll	\$3,053.32
Disbursements:	Claim Checks 2011-12SY	\$0.00
	Claims Checks 2012-13SY	(\$1,647.34)
	FLEX Reim GF for Debit Card Expenses	\$0.00
	Claims Debit Cards	\$50.00
	Repayment to GF for 2011-12 SY	\$0.00
Balance on hand:	1/31/13	\$41,025.99
Reconciliation:		
FSB Checking	1/31/13	\$41,025.99
	less outstanding chks	\$0.00
Recon Total	1/31/13	\$41,025.99

Activity Fund Balance Report - Summary - Exclude Encumbrances
01/2013 - 01/2013

Regular, Beginning Month 01/2013; Processing Month 01/2013; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	ATHLETICS	(6,330.86)	5,506.28	3,524.10	0.00	(8,313.04)
05 704 0002	CAMPS	5,370.00	0.00	0.00	0.00	5,370.00
05 704 0003	CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00
05 704 0004	BASKETBALL/BOYS	1,134.50	685.00	128.00	0.00	577.50
05 704 0005	BASKETBALL/GIRLS	811.23	0.00	0.00	0.00	811.23
05 704 0006	Football	1,344.87	0.00	38.00	0.00	1,382.87
05 704 0007	GOLF	0.00	0.00	158.20	0.00	158.20
05 704 0008	TRACK/GIRLS	1,064.51	0.00	0.00	0.00	1,064.51
05 704 0010	VOLLEYBALL	1,050.48	0.00	0.00	0.00	1,050.48
05 704 0011	WRESTLING	1,371.17	871.96	110.00	0.00	609.21
05 704 0015	ANNUAL	(3,302.16)	0.00	0.00	0.00	(3,302.16)
05 704 0016	BAND	5,931.89	0.00	249.36	0.00	6,181.25
05 704 0017	CHEER SQUAD	4.42	270.00	745.82	0.00	480.24
05 704 0019	CONCESSIONS	1,593.93	2,210.72	2,807.62	0.00	2,190.83
05 704 0020	FCCLA	1,731.33	185.36	731.15	0.00	2,287.12
05 704 0021	FFA	14,750.87	7,679.16	1,012.00	0.00	8,083.71
05 704 0022	FOREIGN LANGUAGE	1,646.38	0.00	0.00	0.00	1,646.38
05 704 0023	FRESHMAN	511.36	14.43	0.00	0.00	496.93
05 704 0024	JUNIORS	4,377.51	151.60	0.00	0.00	4,225.91
05 704 0025	SENIOR BANNERS	487.88	0.00	0.00	0.00	487.88
05 704 0026	NHS	5,128.71	0.00	71.30	0.00	5,200.01
05 704 0027	OW/GIFTED	727.53	141.03	0.00	0.00	586.50
05 704 0028	SCIENCE CLUB	1,006.62	0.00	0.00	0.00	1,006.62
05 704 0029	SENIORS	847.17	0.00	0.00	0.00	847.17
05 704 0030	SOPHMORES	924.14	2.05	0.00	0.00	922.09
05 704 0031	STUDENT COUNCIL	261.44	0.00	555.51	0.00	816.95
05 704 0032	VOCAL	938.94	0.00	568.62	0.00	1,507.56
05 704 0034	CAPS/GOWNS	1,614.39	0.00	0.00	0.00	1,614.39
05 704 0037	GREENHOUSE	3,433.57	0.00	60.00	0.00	3,493.57
05 704 0038	COURTESY	75.77	0.00	0.00	0.00	75.77
05 704 0039	ELEMENTARY TEACHERS	724.00	1,339.05	1,413.63	0.00	798.58
05 704 0040	INDUSTRIAL ARTS	2,393.96	1,021.29	206.00	0.00	1,578.67
05 704 0041	INVESTMENTS	20,804.58	0.00	20.98	0.00	20,825.56
05 704 0043	LIBRARY	100.00	0.00	0.00	0.00	100.00
05 704 0046	SPECIAL PROJECTS	8,128.92	0.00	9.97	0.00	8,138.89
05 704 0047	SPEECH/DRAMA	(761.84)	252.09	0.00	0.00	(1,013.93)
05 704 0048	ENTREPRENEURSHIP	73.86	0.00	0.00	0.00	73.86
05 704 0049	ACE, 40 Dev Assets	2,000.00	0.00	0.00	0.00	2,000.00
05 704 0050	IND ARTS/DONATIONS	1,283.28	0.00	0.00	0.00	1,283.28
Fund Total: 05		83,254.35	20,340.02	12,410.26	0.00	75,324.59

<u>Vendor Name</u>		<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>		<u>Description</u>		<u>Amount</u>	
Checking		2			
Checking	2	Fund: 02 DEPRECIATION FUND			
CHIEF ELECTRIC, INC		55-0497	224	3,842.20	
02 2500 318 0		Contract Sec Serv, Clssrm		3,842.20	
		Repairs elec			
					Vendor Total: 3,842.20
					Fund Total: 3,842.20
					Checking Account Total: 3,842.20

<u>Vendor Name</u>		<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>		<u>Description</u>		<u>Amount</u>	
<u>Checking</u>		8			
Checking	8	Fund: 08	SPECIAL BUILDING FUND		
CHIEF ELECTRIC, INC		55-0496	1142	6,600.14	
08 2515 318 0		Cont,Sec Serv, Elec Imprv		6,600.14	
		roof HVAC&Lts			
					Vendor Total:
					6,600.14
					Fund Total:
					6,600.14
					Checking Account Total:
					6,600.14

<u>Vendor Name</u>		<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>		<u>Amount</u>
<u>Checking</u>	1			
Checking	1	Fund: 01 GENERAL FUND		
CHASE CARD SERVICES		2012 1214Stmnt	1495	1,252.38
01 2310 670 0		TRAVEL/M, School Board Conv Rooms		850.64
01 2310 690 0		MISCELLANEOUS, Meals		228.61
01 2190 410 2		SUPPLIES, TrackWrestling.Com Scoring Mt		50.00
01 1100 690 0		MISC, School Improv Meeting Meals		63.04
01 1100 414 2		ART Supplies, Hobby Lobby		48.10
01 1100 410 2		SUPPLIES, I pad App, J Guge		11.99
CHASE CARD SERVICES		2013 0114Stmnt	1513	165.64
01 2190 630 2		Dues/Entries/Fees-OTHER, Quiz Bowl Pizza		103.98
01 1100 418 2		Vo Ag, Burpee plants		26.75
01 2510 341 0		POSTAGE, Payroll Docs		6.05
01 1100 414 2		ART Supplies, J Guge		28.86
		Vendor Total:		1,418.02
DOANE COLLEGE		2013 0102	1493	92.00
01 2190 631 2		Dues/Entries/Fees-MUSIC, Honor Choir		92.00
		Vendor Total:		92.00
FRANKLIN STATE BANK		2013 0110Postg	1502	250.00
01 2510 341 0		POSTAGE		250.00
		Vendor Total:		250.00
HALLIN REPAIR		2013 0110	1500	241.12
01 2760 337 0		TIRES & PARTS, SPED Van#1, 2 Tires		241.12
		Vendor Total:		241.12
KEARNEY HIGH		2013 0110	1501	100.00
01 2190 631 2		HBand Entries-MUSIC, Undr Clsmn Honor Band		100.00
		Vendor Total:		100.00
NAEA DIST 6		2013 0128	1511	289.80
01 2190 633 2		Dues/Entries/Fees-FFA, LSE Registration		289.80
		Vendor Total:		289.80
NCSA		2013 0117Regist	1503	150.00
01 1100 319 0		Prof Dev, Bonhm,Schgg,Schrdr Health Care		150.00
		Vendor Total:		150.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
NEBRASKA STATE READING ASSOCIATION	2013 0128Conf	1510	300.00	
01 1200 319 0	Prof Dev, P Sindt, Annual Conf Reg		150.00	
01 4200 319 0	Prof Dev D DeJonge, Annual Conf Reg		150.00	
			Vendor Total:	300.00
NSBA, NE STATE BANDMASTERS ASSOCIATION	2013 0117	1505	138.00	
01 1100 319 0	Prof Dev, Annual Bandmasters Conv, Price		138.00	
			Vendor Total:	138.00
PRICE, MARCUS	2013 0117Reim	1506	65.27	
01 2190 631 2	Dues/Entries/Fees-MUSIC Honor Band Meals		65.27	
			Vendor Total:	65.27
RANDALL, THOMAS	2013 0117Spch J	1509	50.00	
01 2190 632 2	Dues/Entries/Fees-SPEECH Judge 1/19/13		50.00	
			Vendor Total:	50.00
SIEL, ROXANNE	2013 0104SpchJ	1496	50.00	
01 2190 632 2	Dues/Entries/Fees-SPEECH Judge 1/19/13		50.00	
SIEL, ROXANNE	2013 0129 SpchJ	1512	50.00	
01 2190 632 2	Dues/Entries/Fees-SPEECH Judge 2/2/13		50.00	
			Vendor Total:	100.00
SUNRISE MIDDLE SCHOOL	2013 0117	1507	30.00	
01 2190 631 2	Dues/Entries/Fees-MUSIC, MS Honor Band		30.00	
			Vendor Total:	30.00
SUPER 8 CRETE	2013 0114Melody	1497	59.40	
01 2190 670 0	TRAVEL/MILEAGE, Doane Honor Choir		59.40	
			Vendor Total:	59.40
UNK-Fine Arts Bldg.	2013 0102HonorC	1494	25.00	
01 2190 631 2	Dues/Entries/Fees-MUSIC, Honor Choir		25.00	
			Vendor Total:	25.00
WALMART COMMUNITY GEMB	2012 1216Stmnt	1499	50.00	
01 1200 410 0	SUPPLIES, Audio Bks, C Rocker		50.00	
			Vendor Total:	50.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
YORK PUBLIC SCHOOL	2013 0104H Band	1498	140.00
01 2190 631 2	Dues/Entries/Fees-MUSIC, MS Honor Band		140.00
		Vendor Total:	140.00
		Fund Total:	3,498.61
		Checking Account Total:	3,498.61

<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		
	9923000	A-1 REFRIGERATION	01/23/2013	80.00
01 2620 314 0		HEATING WORK, Furnace Repair 3	80.00	
	9923018	A-1 REFRIGERATION	01/23/2013	332.00
01 2620 314 0		HEATING WORK, Thermostat	332.00	
	9923019	A-1 REFRIGERATION	01/23/2013	381.24
01 2620 314 0		HEATING WORK, Control Board	381.24	
		Vendor Total:		793.24
	2013 0118Stmnt	ALMQUIST M.G. & LUTH	01/18/2013	100.00
01 2510 660 0		DATA PROCESSING, FLEX Jan 2013	100.00	
		Vendor Total:		100.00
	3022	BILL'S ELECTRIC	01/14/2013	160.96
01 2610 410 0		SUPPLIES, Ballast	160.96	
		Vendor Total:		160.96
	3233145	BLUE CROSS BLUE SHIELD OF NEBRASKA	01/15/2013	459.54
01 1100 230 2		HEALTH INS, R Lienemann	459.54	
		Vendor Total:		459.54
	2013 0124Stmnt	CHARTER COMMUNICATIONS	01/24/2013	335.83
01 1100 382 2		DISTANCE ED, MBPS Opt Ethr Intra	1,570.00	
01 1100 382 2		DISTANCE ED, NE Univ Serv	21.83	
01 1100 382 2		DISTANCE ED, Adjustment	(1,256.00)	
		Vendor Total:		335.83
	2013 0131Stmnt	CITY OF FRANKLN	01/31/2013	6,209.49
01 2610 322 0		ELECTRICITY	5,543.49	
01 2610 323 0		WATER & SEWER	192.00	
01 2610 324 0		GARBAGE DISPOSAL	474.00	
		Vendor Total:		6,209.49
	2013 0131Stmnt	COOPERATIVE PRODUCERS INC.	01/31/2013	64.00
01 2620 410 0		SUPPLIES, Ice Melt	64.00	
		Vendor Total:		64.00
	2013 0128Stmnt	CULLIGAN OF KEARNEY	01/28/2013	10.50
01 2610 410 0		SUPPLIES, Rent Water Cooler	10.50	
		Vendor Total:		10.50
	2013 0131Stmnt	DON QUINN PLUMBING SERV	01/31/2013	362.99
01 2620 312 0		PLUMBING WORK, Wght Rm	362.99	
		Vendor Total:		362.99

<u>PO Number</u> <u>Account Number</u>	<u>Invoice</u> <u>Number</u>	<u>Vendor Name</u> <u>Description</u>	<u>Invoice Date</u> <u>Amount</u>	<u>Amount</u>
01 2310 642 0	387	DORN INSURANCE AGENCY INC. FIDELITY BOND, S Herrick	01/17/2013 225.00	225.00
Vendor Total:				225.00
01 1100 410 1	2013 0128Stmnt	EAKES OFFICE PLUS SUPPLIES, Copies	01/28/2013 2,367.41	4,734.83
01 1100 410 2		SUPPLIES, Copies	2,367.42	
Vendor Total:				4,734.83
01 1219 313 2	2012 1218Stmnt	ESU #9 Purch Pupil Srv,Billiar,Hardt,Wilson Nov	12/18/2012 (735.53)	(735.53)
01 1219 313 2	2013 0125Stmnt	ESU #9 Purch Pupil Srv,Billiar,Hardt,Wilson Dec	01/25/2013 2,939.97	2,939.97
Vendor Total:				2,204.44
01 1100 410 2	1565	ESU 11 SUPPLIES, Media Banner Printg, Sci Fair	01/07/2013 81.71	81.71
Vendor Total:				81.71
01 2310 410 0	578302	FRANKLIN COUNTRY CLUB SUPPLIES, Rent Staff Christmas	01/15/2013 125.00	125.00
Vendor Total:				125.00
01 2510 350 0	2012 1231Stmnt	FRANKLIN COUNTY CHRONICLE ADVERTISING/PRINTING	12/31/2012 135.23	135.23
Vendor Total:				135.23
01 2750 690 0	2013 0115Stmnt	FRANKLIN HOSPITAL MISC, Bus Phys S James	01/15/2013 100.00	200.00
01 2750 690 0		MISC, Bus Phys P Reiber	100.00	
Vendor Total:				200.00
01 2510 342 0	2013 0107Stmnt	FRONTIER TELEPHONE	01/07/2013 564.47	564.47
Vendor Total:				564.47
01 1100 410 2	3475Les 49834351	GOVCONNECTION, INC SUPPLIES,Lamp, D Hammer	01/11/2013 283.23	283.23
Vendor Total:				283.23
01 2620 310 0	763950	H Y LEVELING REPAIR SERVICES, Snow	01/30/2013 300.00	300.00

<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>	
		Removal 1/30/13		
			Vendor Total:	300.00
01 2410 670 0	2013 0201Mileag	HAMMER, DIANA	02/01/2013	50.85
		MILEAGE/TRAVEL, Reim 90@ .565 Holdrege	50.85	
			Vendor Total:	50.85
3463Shelley2	725353-1	HANDWRITING WITHOUT TEARS	12/06/2012	215.00
01 1240 410 0		SUPPLIES, C Corr	215.00	
			Vendor Total:	215.00
3466Dave	46074	HUMMERT INTERNATIONAL	01/02/2013	106.53
01 1100 418 2		Vo Ag, Supplies Shrpner, & Repl Blades	106.53	
			Vendor Total:	106.53
3155Diana	2013 0118	I-SAFE INC.	01/18/2013	520.00
01 1100 410 2		SUPPLIES, D Hammer Subs Renew 1 YR	520.00	
			Vendor Total:	520.00
3486Pat	3454	IDEAL LINEN SUPPLY	01/31/2013	218.09
01 2610 410 0		SUPPLIES	218.09	
			Vendor Total:	218.09
3481Melody	3333125	JW PEPPER & SON INC.	01/24/2013	177.49
01 1100 412 2		VOCAL MUSIC	177.49	
			Vendor Total:	177.49
	13-112	LEE FRENCH BLEACHER REPAIR	01/10/2013	117.00
01 2610 410 0		SUPPLIES	117.00	
			Vendor Total:	117.00
	573118	LOCK & SAFE OF KEARNEY	12/19/2012	206.00
01 2620 310 0		REPAIR SERVICES	206.00	
			Vendor Total:	206.00
	13067	MENARDS	01/15/2013	539.00
01 1100 418 2		FCS Dishwasher	539.00	
			Vendor Total:	539.00
	2013 0129Member	NASB	01/29/2013	3,441.00
01 2310 630 0		DUES/ENTRIES/FEES, Annual Membership	3,441.00	
			Vendor Total:	3,441.00
	2013 0131Stmnt	ONE SOURCE	01/31/2013	30.00
01 2320 690 0		MISC, T Randall, K Rocker	30.00	
			Vendor Total:	30.00

<u>PO Number</u> <u>Account Number</u>	<u>Invoice</u>	<u>Vendor Name</u> <u>Description</u>	<u>Invoice Date</u> <u>Amount</u>	<u>Amount</u>
01 2620 315 0	79963	PLATTE VALLEY COMMUNICATIONS/KEARNEY ELECTRICAL WORK, Camera mount repairs	01/09/2013	182.50
			Vendor Total:	182.50
01 2620 310 0	30018070	PRESTO-X REPAIR SERVICES, 1/7/13	01/07/2013	117.60
			Vendor Total:	117.60
01 1100 410 2	3469Diana 8288266	QUILL CORPORATION SUPPLIES, D Hammer Appt Bk	01/03/2013	21.59
01 2410 410 0	3478Shelley 8779267	QUILL CORPORATION SUPPLIES, Toner	01/21/2013	153.87
01 2410 410 0	3478Shelley2 8785085	QUILL CORPORATION SUPPLIES, Toner	01/21/2013	461.61
			Vendor Total:	637.07
01 1100 418 2	2013 0126Reim	ROCKER, DAVID Vo Ag Supplies, Reim D Rocker, Notebooks	01/26/2013	12.91
			Vendor Total:	12.91
01 2620 530 0	3438John 208109706678	SCHOOL SPECIALTY FURNITURE/EQUIPMENT, Actv Tables	01/10/2013	1,031.84
			Vendor Total:	1,031.84
01 2320 670 0	2013 0123Mileag	SCHROEDER, KENNETH TRAVEL/MILEAGE, 126@ .565 TVC Mtg	01/23/2013	71.19
01 2320 670 0	2013 0130Mileag	SCHROEDER, KENNETH TRAVEL/MILEAGE, Reim92 @ .565 Esu Mtg	01/30/2013	51.98
			Vendor Total:	123.17
01 1218 313 2	2013 0203Stmnt	Schutz, Jennifer Purch Pupil Serv, M Ignowski	02/03/2013	129.48
			Vendor Total:	129.48
01 2750 338 0	9026	SHAD'S AUTO, INC. VEHICLE REPAIRS, 05 Short Bus	01/23/2013	3,245.64
			Vendor Total:	3,245.64
01 2610 321 0	201001951208	SOURCE GAS FUEL/NATURAL GAS,Greenhouse	01/29/2013	617.76
01 2610 321 0	201179739276	SOURCE GAS FUEL/NATURAL GAS, Main	01/29/2013	4,069.40
			Vendor Total:	4,687.16

<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 2610 321 0	201179739277	SOURCE GAS	01/29/2013	412.43
		FUEL/NATURAL GAS, Bus Barn	412.43	
			Vendor Total:	5,099.59
01 1100 382 2	790439	STATE OF NEBRASKA	01/01/2013	222.15
		DISTANCE EDUCATION	222.15	
			Vendor Total:	222.15
01 1100 411 2	3467Marcus 747498	STELLING BRASS & WINDS	12/31/2012	65.00
		BAND, Mellophone Repair	65.00	
01 1100 411 2	3467Marcus2 747568	STELLING BRASS & WINDS	12/31/2012	176.25
		BAND, Mellophone Repair	176.25	
			Vendor Total:	241.25
01 2620 310 0	2013 0108	SWEET'S GARAGE	01/08/2013	756.96
		REPAIR SERVICES, Ford Tractor	756.96	
			Vendor Total:	756.96
01 2610 410 0	301040634	SYSCO LINCOLN	01/04/2013	99.64
		SUPPLIES, Trash Liners	99.64	
			Vendor Total:	99.64
01 2510 342 0	5401013	VERIZON BUSINESS	01/25/2013	122.15
		TELEPHONE	122.15	
			Vendor Total:	122.15
01 2510 342 0	2854023856	VERIZON WIRELESS	01/06/2013	250.23
		TELEPHONE	250.23	
			Vendor Total:	250.23
01 2510 690 0	2013 0122Stmnt	WOODWARD'S DISPOSAL SERV INC	01/22/2013	47.50
		MISCELLANEOUS, Doc Destruction	47.50	
			Vendor Total:	47.50
01 2620 310 0	6849	ZIEMBA ROOFING COMPANY	01/31/2013	285.00
		REPAIR SERVICES, Front Entry Roof	285.00	
			Vendor Total:	285.00
			Fund Total:	35,576.10
			Checking Account Total:	35,576.10

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	§§ 79-570; 79-571; § 84-1411 (3) and (6); § 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	§ 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	§ 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	§ 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the Board will be required to identify themselves.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference:

§ 84-1412 (1) (2) and (3)

Students

School Wellness Policy

A mission of Franklin Public Schools is to provide curriculum, instruction, and experiences in a health-promoting school environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following School Wellness Policy.

1. Goals to Promote Student Wellness

The District has established the following student wellness goals that are designed to promote student wellness in a manner that the District determines to be appropriate:

- a. Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.
- b. Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- c. Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.

The Superintendent or designee shall establish such further goals as are determined appropriate to meet the stated mission.

2. Nutrition Guidelines

Nutrition guidelines have been selected by the District for all foods available in each school building during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows: (1) school breakfast and lunch programs will be offered which meet or exceed the requirements of federal and state law and regulatory authorities and (2) no foods in competition with the school lunch or breakfast program shall be sold or otherwise made available to students anywhere on school premises during the period of one-half hour prior to the serving period for breakfast and lunch and lasting until one-half hour after the serving of breakfast and lunch. The Superintendent or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Assurance for Reimbursable School Meals

The District gives the assurance that the District's guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the

Child Nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)), as those regulations and guidance apply to the District.

4. Plan for Measuring Implementation and Designation of Responsible Persons

The Superintendent or the Superintendent's designee is charged with operational responsibility for ensuring that the school meets the Wellness Policy. The Superintendent or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

5. Program Policy

The local wellness program shall:

- 1) Include goals for nutrition education, physical activity, and other school-based activities designed to promote student wellness in a manner that the Board of Education determines is appropriate.

Nutrition Education to include:

- Continued coverage within PE/ Health 9 curriculum that is a required class for all freshmen
- Annual health fairs and other information-based sessions for K-12 students and families
- Continued coverage during FCCLA and explore classes
- Heightened awareness of “portion distortion,” “my plate”, and other nutrition-based issues through displays throughout school building
- Continue to introduce lifetime nutritional goals during K-6 PE classes

Physical Activity to Include:

- Continued physical activities at the K-8 level through PE Classes.
- Emphasis on lifetime sports and weight training at the 9-12th grade levels.
- Promotion of a healthy balance through daily exercise and a balanced diet for all staff members and students

Other School-Based Activities to include:

- Guest speakers and assemblies as they become available on this important topic
- Communication of nutrition guidelines and portion information from the Food Service Department

- 2) Continue to monitor and log the nutritional components of all foods

available in school during the school day through the work of our Food Service Department; the objectives of the guidelines shall be to promote student health and to reduce childhood obesity.

- 3) Assure that the guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture, as those regulations and guidance apply to schools.
- 4) Establish a plan for measuring implementation of the local wellness policy, including designation of the superintendent who shall be charged with operational responsibility for ensuring the wellness policy is effectively enforced.

Plan for Measuring Implementation:

- This policy will be reviewed **annually when the Franklin Board of Education Reviews the 5000 series of policy each year** at the regularly scheduled Board of Education meeting.
 - **Each Spring a survey will be given to all 3-12th grade students and all K-12 staff to provide feedback on how well we addressed nutrition education and guidelines throughout that school year's various activities and programs. (We will touch base with the director from the Healthy Schools Program to see how they think we should solicit feedback from students, staff, and parents).**
- 5) Involve parents, students, members of the school food service department, the Board of Education, administrators, and the public in the development of the school wellness policy.

History of this Committee:

- Initial meeting was held at 7:45am on Thursday, February 16th in the Superintendent's office. The following committee members attended: Julie Bydalek, Barb Goosic, Pam Wallin, Ed Beam, Paul Nepodal, Sandy Schegg, Mary Goeble, and Mike Lucas
- **A meeting to reorganize the Wellness Committee at Franklin Public Schools was held on January 22, 2013, in the school's media center. Committee members of the reorganized committee include: Julie Bydalek, Cody Jester, Sara Roether, Renee Sandy Schegg, Schnuerle, Ken Schroeder, Travis Tarman, Hanna Uden, & Jan Weiss.**

Guidelines we use to follow this policy and focus on as a wellness council include:

- Nutrition services policies and guidelines for reimbursable meals shall not be more restrictive than federal and state regulations require.
- Vending Machines where student meals are served or eaten shall not include carbonated beverages
- The beverage vending machine area near our high school entrance shall include choices that include bottled water and 100% fruit juices
- A focus on providing wellness activities and opportunities for staff.
- A focus on working with Blue Cross/Blue Shield to enhance the wellness activities and opportunities for the staff.
- Promoting exercise to our students through a running club.
- Promoting opportunities for physical activity for students and for staff inside and outside of the school day.
- Continue to evaluate our school's lunch program to improve healthy offerings that promote good health among students and staff.
- Our Snack vending machines shall provide an assortment of snacks where:
 - At least 3/4 of the choices are single serving snacks
 - At least 2/3 of the choices contain 300 or fewer calories
 - At least 1/3 of the choices contain 8 grams of fat or less

Policy Approved: [Insert Date]

WELLNESS AND NUTRITION

The Board of Education shall promote and monitor a local wellness program. The program shall:

- 1) Include goals for nutrition education, physical activity, and other school-based activities designed to promote student wellness in a manner that the Board of Education determines is appropriate.

Nutrition Education to include:

- continued coverage within PE/Health 9 curriculum that is a required class for all freshmen
- annual health fairs and other information-based sessions for K-12 students and families
- continued coverage during FCCLA and explore classes
- heightened awareness of “portion distortion,” food pyramid, and other nutrition-based issues through displays throughout school building
- continue to introduce lifetime nutritional goals during K-6 PE classes

Physical Activity to include:

- continued physical activities at the K-8 level through PE classes
- emphasis on lifetime sports and weight training at the 9th-12th grade levels
- promotion of a healthy balance through daily exercise and a balanced diet for all staff members and students

Other School-Based Activities to include:

- Guest speakers and assemblies as they become available on this important topic
- Communication of nutrition guidelines and portion information from the Food Service Department

- 2) Continue to monitor and log the nutritional components of all foods available in school during the school day through the work of our Food Service Department; the objectives of the guidelines shall be to promote student health and to reduce childhood obesity.
- 3) Assure that the guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture, as those regulations and guidance apply to schools.

WELLNESS AND NUTRITION, cont.

- 4) Establish a plan for measuring implementation of the local wellness policy, including designation of the superintendent who shall be charged with operational responsibility for ensuring the wellness policy is effectively enforced.

Plan for measuring implementation:

- this policy will be reviewed each April at the regularly scheduled Board of Education meeting
- each spring a survey will be given to all 3rd-12th students and all K-12 staff to provide feedback on how well we addressed nutrition education and guidelines throughout that school year's various activities and programs

- 5) Involve parents, students, members of the school food service department, the Board of Education, administrators, and the public in the development of the school wellness policy.

History of this committee:

- Initial meeting was held at 7:45 AM on Thursday, February 16th in the Superintendent's office. The following committee members attended: Julie Bydalek, Barb Goosic, Pam Wallin, Ed Beam, Paul Nepodal, Sandy Schegg, Mary Goebel, and Mike Lucas

Guidelines we will work to follow that support this policy include:

- Nutrition services policies and guidelines for reimbursable meals shall not be more restrictive than federal and state regulations require
- Vending machines where student meals are served or eaten shall not include carbonated beverages
- The beverage vending machine area near our high school entrance shall include choices that include bottled water and 100% fruit juice
- Our snack vending machines shall provide an assortment of snacks where:
 - At least 3/4 of the choices are single serving snacks
 - At least 2/3 of the choices contain 300 or fewer calories
 - At least 1/3 of the choices contain 8 grams of fat or less

Policy Approved: May 8, 2006




EDUCATIONAL SERVICE UNIT No. 11

412 W. 14TH AVE. • P.O. Box 858
HOLDREGE, NE 68949-0858

TELEPHONE (308) 995-6585 • FAX (308) 995-6587

WWW.ESU11.ORG

TO: Ken Schroeder
Franklin Public Schools
1001 M St
Franklin, NE 68939

FROM: Jane Moody,  Director of Special Education

DATE: Wednesday, February 6, 2013

RE: Contracted Service Agreements for 2013-2014 School Year

Enclosed is the ESU#11 Contracted Service Agreement for the 2013-2014 academic year. In addition I have enclosed a composite sheet of services used in 2012-2013 and a projection of your District's needs. Please return your contract(s) to me as soon as possible following your February or March board meeting.

This response from your district is the basis for our employment and/or re-employment of our personnel to serve your needs. Please note we are projecting a 5% increase in your current costs for the 2013-2014 school year.

I thank you in advance for your prompt and timely attention to this matter.

**2013-2014 SCHOOL YEAR
SPECIAL EDUCATION SERVICES**

**SCHOOL DISTRICT:
Franklin Public Schools**

Service	Time Utilized/Amount of Services 2012-2013	Projected Needs 2013-2014
Speech Services	Language Resource Teacher – 2 days per week Speech Pathologist – 2 days per week	Same
Psychological Services Assessment and Evaluation, Behavior, RTI, ILCD, Consultative	90 Days per Year (2.5 days/wk)	72 Days per Year (2 days/wk)
Program Supervisory Services	Will be provided at a rate not to exceed 8% of your Special Education Program costs in accordance with NDE allowable costs	Will be provided at a rate not to exceed 8% of your Special Education Program costs in accordance with NDE allowable costs
Transition Counselor	11 Days per Year	Same
Occupational Therapy	Yes	Yes
In-Service Training	As Needed	As Needed
Early Childhood Educational Services Birth to Age 5 Includes: Homebase Preschool Schoolage Preschool	As Needed	As Needed
New View School – Oxford	1.5 Students	1 Student

NEW VIEW SCHOOL CONTRACT

LEVEL III CONTRACT
SPECIAL EDUCATION SERVICES
FOR NEW VIEW SCHOOL AT OXFORD, NEBRASKA
Between the Local Education Agency and Educational Service Unit #11

THIS AGREEMENT, made and entered into this 11th day of February, 2013 by and between Educational Service Unit #11, of the State of Nebraska, hereinafter called the "Service Agency", and Franklin Public Schools, hereinafter called the "District".

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

Such service to begin on August 19th 2013 (Tentative)
(month) (date) (year)

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.

This Service Agency agrees to formally bill the District on a quarterly basis for services provided during the school year, to those students who are identified herein. The Service Agency shall provide a statement of account on a quarterly basis and the Service Agency 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).

Date _____

Signed by _____

Service Agency Officer
Paul Tedesco, Administrator

Date 2-11-2013

Signed by Kenneth E Schrader
District Officer

STUDENTS QUALIFYING FOR SERVICES
FOR CONTRACT PERIOD IDENTIFIED

	Student's Name	Birthdate	Date Enrolled
1.	Michael Ignowski	01/24/1997	10/01/2012
2.			
3.			
4.			

AGREEMENT
Contracted Special Education Services

THIS AGREEMENT, made and entered into this 11th day of February 2013, by and between Educational Service Unit #11 of the State of Nebraska, hereinafter called "Service Agency" and Franklin Public Schools, hereinafter called "District".

1. That the Service Agency 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 the Service Agency does hereby agree that it will furnish to the District the following described special education services as follows:

A. Speech Therapy

2 Days per week

B. Psychological Services

Assessment and Evaluation, Behavior, RTI, ILCD, Consultative
72 Days per year

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.

D. Transition Counselor

11 Days per year

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

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

F. In-Service Training

As Needed Per year

G. Early Childhood Education Services – Birth to Age 5

Includes: Homebase, Preschool, Schoolage Preschool
_____ Number of children


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. The Service Agency shall supply to the District a copy of the plan of service for each service provided.

5. The Service Agency shall supply recorded information on each child for whom services are contracted. The Service Agency agrees that it will confer with the School 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 the Service Agency, the District and the parent/s or guardian/s of said child.
7. The Service Agency agrees to perform the services, and the District agrees that it will pay in accordance with the Service Agency 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 2013-2014, commencing not earlier than August 12, 2013, and ending not later than May 30, 2014.
8. The Service Agency retains the right to designate personnel to provide the services. All personnel provided by the Service Agency shall be fully endorsed to provide their respective services.
9. Policies regarding sick leave, personal leave, and professional leave shall be determined by the Service Agency for personnel providing services to the District.
10. If for any reason the District does not pay as agreed, the Service Agency 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 the Service Agency 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 the Service Agency 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 the Service Agency to the District and advising the District of the required changes to meet State requirements.

Signed by Service Agency
Paul Tedesco, Administrator



Signed by District Officer

TABLE OF CONTENTS

	POLICY
A. General Personnel Policies and Policies Applicable to All Personnel	
1. Recruitment and Selection	4001
2. Equal Opportunity Employment	4002
3. Anti-discrimination	4003
Notice of Nondiscrimination.....	4003
Complaint Form	4003
4. Duty Hours of Employees.....	4004
5. Absence of Employees.....	4005
6. Absence From Building	4006
7. Family and Medical Leave Policy	4007
8. Adoption Leave.....	4008
9. Drug and Substance Use and Abuse, with attached Appendix.....	4009
10. Bloodborne Pathogen Compliance Plan	4011
11. Infectious Diseases.....	4012
12. Personnel Files	4013
13. Receiving Agents, Salespersons, and Other Business Representatives.....	4014
14. Unauthorized Purchases.....	4015
15. Use of School Facilities and Equipment by School Employees.....	4016
16. Activity Passes	4017
17. Community Relations – Political Activity	4018
18. Fair Labor Standards Act (Minimum Wage and Overtime)	4019
19. Shredding Consumer Reports	4020
20. Social Security Numbers.....	4021
21. Military and Family Military Leave	4022
22. Notification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints	4023
23. Wage and Deduction Information.....	4024
B. Certificated Employees	
1. Qualifications for Appointment as Teacher.....	4100
2. Qualifications for Appointment to Administrative and Supervisory Positions	4101
3. Contract.....	4110
4. Certification	4111
5. Probationary Certified Employees.....	4120
6. Permanent Certified Employees	4121
7. Assignment of Duties.....	4130
8. Agents/Tutors.....	4131
9. Student Teachers and Pre-Student Teachers.....	4132
10. Substitute Teachers	4133
11. Professional Growth	4140
12. Teacher Training.....	4141
13. Evaluation of Teachers	4150
14. Reduction in Force Policy for Certificated Staff	4160

15. Grievance Procedures4170
16. Dual Sponsorship of Activities4180
17. Standards of Ethical and Professional Performance – Certificated Staff4190

C. Non-Certificated Employees

1. Qualifications of Non-Certificated Employees.....4200
2. "At Will" Employees4201
3. Hiring/Dismissal4210
4. Contract.....4220
 Classified Employee’s Employment Agreement..... Regulation 4220A
5. Assignment and Transfer4230
6. Complaint Procedure4240
 Complaint Form
7. Bus Drivers4250
8. Standards of Performance for Non-Certified Employees4260

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

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

The Franklin Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Ken Schroeder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Employees and Others: Ken Schroeder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply

with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

i. Level 1 (Investigation and Findings):

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

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

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and

relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

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

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary,

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

iii. Level 3 (Appeal to the Board):

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

4. Remedies:

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

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

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

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.

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

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

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

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

5. Confidentiality:

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

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

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

6. Training:

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.

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

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

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption: [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

The Franklin Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

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

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

Students: Ken Schroedder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Employees and Others: Ken Schroedder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

Notice of Nondiscrimination

The Franklin Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Ken Schroeder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Employees and Others: Ken Schroeder, Superintendent of Schools, 1001 M Street, Franklin, NE 68939 (308) 425-6283 (kschroed@esu11.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Personnel - All EmployeesDuty Hours of Employees

1. Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.
2. Teachers shall make arrangements to be available to students after school. Unless otherwise specified by the Superintendent, members of the professional staff shall be on duty from 7:50 AM to 3:50 PM on regular duty days and 7:50 AM to 2:10 PM on early release days to plan and to carry out their individual professional responsibilities as determined by the Superintendent and the building principals. Teachers shall be provided with a one half hour duty free lunch period.
3. All other staff shall be on duty as determined by the Superintendent.
4. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board. After a substitute teacher has substituted for the same staff member for five (5) consecutive school days, the substitute teacher shall, for all subsequent consecutive days of substituting for such staff member, be paid at a per diem rate determined based on the salary schedule in place for certificated teachers for the school district. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers.

Legal Reference: Neb. Rev. Stat. § 79-808

Date of Adoption: [Insert Date]

**CLASSIFIED EMPLOYEE'S
EMPLOYMENT AGREEMENT**

NON-CERTIFICATED EMPLOYMENT AGREEMENT FOR AN INDEFINITE TERM

This employment agreement is made by and between Franklin Public Schools, Franklin County School District 506, referred to herein as the "District," and <Employee's Name>, referred to herein as the "Employee."

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

- 1. Term of Employment.** The term of this agreement shall be indefinite.
Term of Service shall be the <SCHOOL YEAR> School Year and Additional Days Required.
- 2. At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the Superintendent of Schools or the Employee's supervisor. The Employee's compensation is dependent upon the extent of his or her employment and duties. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents.
- 3. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Superintendent of Schools or the Employee's supervisor.
- 4. Compensation.** The Employee's wage shall be the hourly rate for the work performed as specified for the position and approved by the board of education.
- 5. Fringe Benefits.** The fringe benefits for the Employee shall be those specified for the position and approved by the board of education.
- 6. Policies, Rules and Regulations.** The Employee agrees to be governed by the policies of the Board of Education, the rules and regulations of the District, and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the District may be changed at any time, with or without notice to the Employee.
- 7. Termination of Employment.** This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The Superintendent of Schools may, acting upon his or her own initiative, terminate the Employee's employment; and such termination will be effective upon the date of the issuance of the notice.
- 8. Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Employee and may be withheld by the District from any payments to the Employee. Vacation days and/or holidays do not carry forward from one year to another and, upon termination; the district shall not be obligated to pay the employee for any unused sick leave, vacation days, and/or holidays.
- 9. Deductions.** The Employee authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment, if such property or money have not properly been returned to the District.
- 10. Compensatory Time.** The Employee agrees to the use of compensatory time in lieu of overtime pay, at the District's discretion. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required. The Employee will not be allowed to log more than 40 hours of compensatory time off.

...over...

11. Two or More Types of Work.

(Alternative 1) If the Employee performs two or more different kinds of work for which different hourly rates are paid, the employee's "regular rate" will be the weighted average of such rates the purpose of computing the payment of any overtime hours. For example, the regular rate for an Employee who worked 25 hours at \$10 per hour and 25 hours at \$12 per hour would be \$11.

(Alternative 2) If the Employee performs two or more different kinds of work at different regular hourly rates, payment for any overtime hours will be one and one-half times the regular hourly (non-overtime) rate for the type of work the Employee is performing during the overtime hours.

12. Occasional or Sporadic Employment. If the Employee, solely at his/her option, works occasionally or sporadically on a part-time basis for the District in a different capacity from his/her regular employment, the hours worked in the different jobs shall not be combined for the purpose of determining overtime liability under the Fair Labor Standards Act.

13. Entirety of Agreement and Amendments. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent.

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

Employee

Superintendent/Authorized Designee

Executed on _____, 20__.

Executed on _____ 20__.

Employment Agreement to be returned by <RETURN DATE>.

Number of Hours authorized per week: <SPECIFIED NUMBER OF HOURS & WEEKS>

12 monthly installments beginning September 20, <CURRENT YEAR> / Payroll Date is the 20th of each month.

Other considerations of employment:

Disability Insurance

Vacation Leave

Number of Discretionary Leave Days Per Year

(6 days may be carried over to sick leave for a maximum of 45 sick days)

Bereavement Leave - 5 days per year

Yearly \$ <ANNUAL RATE OF COMPENSATION>

Monthly \$ <MONTHLY RATE>

PersonnelNon-Certified StaffBus Drivers

Bus drivers are selected from qualified applicants by the superintendent and recommended to the Board of Education for employment. Bus drivers must meet all the requirements prescribed by Nebraska Law.

Regular bus drivers are paid at a rate established annually by the Board of Education. Bus drivers receive **5 discretionary leave days per year** non-accumulative with one of those days available to be used for personal leave with the permission of the administration. Bus drivers are entitled to none of the insurance benefits.

Bus drivers will be paid at an hourly rate established annually by the Board for school activity and field trips.

Except as may otherwise be established by the Board, the pay for each trip on a regular route shall be the total annual pay divided by the total scheduled trips. This amount shall be deducted for each trip that a substitute must be hired. Substitute drivers will be paid an amount calculated according to the procedures outlined above.

Legal Reference: Neb. Rev. Stat. ' 79-608
NDE Rules 91 and 92

Date of Adoption: [Insert Date]

TABLE OF CONTENTS

	POLICY
A. General Personnel Policies and Policies Applicable to All Personnel	
1. Recruitment and Selection	4001
2. Equal Opportunity Employment	4002
3. Anti-discrimination	4003
Notice of Nondiscrimination.....	4003
Complaint Form	4003
4. Duty Hours of Employees.....	4004
5. Absence of Employees.....	4005
6. Absence From Building	4006
7. Family and Medical Leave Policy	4007
8. Adoption Leave.....	4008
9. Drug and Substance Use and Abuse, with attached Appendix	4009
10. Bloodborne Pathogen Compliance Plan	4011
11. Infectious Diseases.....	4012
12. Personnel Files	4013
13. Receiving Agents, Salespersons, and Other Business Representatives.....	4014
14. Unauthorized Purchases.....	4015
15. Use of School Facilities and Equipment by School Employees	4016
16. Activity Passes	4017
17. Community Relations – Political Activity	4018
18. Fair Labor Standards Act (Minimum Wage and Overtime)	4019
19. Shredding Consumer Reports	4020
20. Social Security Numbers.....	4021
21. Military and Family Military Leave	4022
22. Notification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints	4023
23. Wage and Deduction Information.....	4024
B. Certificated Employees	
1. Qualifications for Appointment as Teacher	4100
2. Qualifications for Appointment to Administrative and Supervisory Positions	4101
3. Contract.....	4110
4. Certification	4111
5. Probationary Certified Employees.....	4120
6. Permanent Certified Employees	4121
7. Assignment of Duties.....	4130
8. Agents/Tutors.....	4131
9. Student Teachers and Pre-Student Teachers.....	4132
10. Substitute Teachers	4133
11. Professional Growth	4140
12. Teacher Training.....	4141
13. Evaluation of Teachers	4150
14. Reduction in Force Policy for Certificated Staff	4160

15. Grievance Procedures	4170
16. Dual Sponsorship of Activities	4180
17. Standards of Ethical and Professional Performance – Certificated Staff	4190
C. Non-Certificated Employees	
1. Qualifications of Non-Certificated Employees.....	4200
2. "At Will" Employees	4201
3. Hiring/Dismissal	4210
4. Contract.....	4220
Classified Employee’s Employment Agreement.....	Regulation 4220A
5. Assignment and Transfer	4230
6. Complaint Procedure	4240
Complaint Form	
7. Bus Drivers	4250
8. Standards of Performance for Non-Certified Employees	4260

Personnel -AllRecruitment and Selection

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

It is the policy of Franklin Public Schools to employ the best qualified applicant for each position without regard to race, color, religion, sex, age, marital status, physical or mental disability or national origin, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, marital status, disability, or national origin.

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Absence of Employees

1. An employee who finds it necessary to be absent from duty shall notify the office of the employee's immediate supervisor in advance of such absence and give (1) the reason for the absence; and, (2) the anticipated length of absence.
2. Employees requesting leave in order to perform other duties for which they will be compensated (court duty, consulting, etc.) shall be required to remit to the District either the compensation received beyond expenses or their district wages for the time missed.
3. Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension except as otherwise provided by these policies or law.
4. A substitute may not be hired by any employee to take over his/her duties. In no instance may an employee make personal arrangements to pay a substitute.

Date of Adoption: [Insert Date]

Personnel - All Employees

Absence From Building

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesFamily and Medical Leave Policy

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

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesAdoption Leave

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

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

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

Section 1 Drug-Free Workplace

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

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

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

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

Section 2 Alcohol and Drug Testing

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

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §31306 and 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, Franklin PUBLIC SCHOOL'S COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

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

(A) The persons designated by Franklin Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal

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

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

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

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

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

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

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

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. Post-accident testing.

- (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such can not reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. Random testing.

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

4. Reasonable suspicion testing.

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

- (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

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

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

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

6. **Follow-up testing.**

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

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

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

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

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

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

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the

testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

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

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

**APPLICANT'S CONSENT
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS**

I, _____ [insert applicant's name], understand that as a condition of hire with Franklin Public Schools ("School District") I must give the School District written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the School District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the School District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the School District obtaining from those companies, and I hereby consent to those companies furnishing to the School District, all requested information concerning my drug and alcohol tests, including:

- (i) all DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
- (ii) all verified positive DOT and non-DOT drug test results during the past two (2) years;
- (iii) all instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
- (iv) any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and
- (v) documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form.

The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

<u>Company name</u>	<u>Dates worked for/took pre-employment test</u>
_____	_____
_____	_____
_____	_____
_____	_____

APPLICANT CERTIFICATION

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

Signature of Applicant

Print Name

Date

**APPLICANT'S CERTIFICATION OF
PAST DRUG AND ALCOHOL TEST RESULTS**

During the past two years before this application, I:

Did _____ Did not _____ (check applicable blank) test positive or refuse to submit to any pre-employment drug or alcohol test administered by an employer to which I applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules.

If I did test positive or refuse to submit, then I further certify that I:

Did _____ Did not _____ N/A _____ (check applicable blank) complete the return-to-duty process of the DOT agency drug and alcohol testing rules. I agree that it is my responsibility to provide the School District with documents establishing completion of such process before I may perform safety-sensitive functions for the School District.

APPLICANT CERTIFICATION

In signing below, I certify that all of the information which I have furnished on this form is true and complete. I understand that this information is material to my hiring and that my failure to provide true and complete information concerning the time period in question will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination.

Signature of Applicant

Print Name

Date

REQUEST FOR PAST TEST RESULTS

To: _____ [Insert name of previous employer]
From: _____ [Insert name and title of school representative]
Subject: Request to obtain past drug and alcohol test results
Date: _____ [Insert date]

_____ [Insert applicant's name] has advised us that he/she worked for your company as a driver or that he/she applied to your company for work as a driver, during the previous two (2) years.

Regulations of the Department of Transportation (DOT) (49 C.F.R. § 40.25) require us to obtain from your company, and **require your company to provide** to us, information concerning the above-named driver's past drug and alcohol test results (including refusals to be tested).

In accordance with DOT's regulations, therefore, we are providing you with the driver's written consent directing your company to provide us with the past drug and alcohol testing results, as set forth in the consent. A Report form to provide the requested information is also enclosed for your convenience.

Please send this information to

Franklin Public Schools
1001 M Street
Franklin, NE 68939

as soon as possible, either by facsimile (FAX # (308) 425-6553) or by mail. As required by the DOT, the information which you furnish will be treated as strictly confidential.

Enclosures:

- Document No. 1. Applicant's Consent to Obtain Past Drug and Alcohol Test Results.**
- Document No. 4. Report of Past Drug and Alcohol Test Results.**

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

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

B. Students

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

In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.

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

C. Employees

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

D. General Provisions

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

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

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

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

4. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of The School District established in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.

5. Staff Development. The Superintendent or designee will make communicable disease and bloodborne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about School District policies.

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesInfectious Diseases

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

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel-All EmployeesPersonnel Files

Any teacher, administrator, or full-time employee of any public school district shall, upon request, have access to their personnel file and shall have the right to attach a written response to any item in such file, and may in writing authorize any other person to have access to such file, which authorization shall be honored by the district. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the employer which appear in the personnel file. No other person except school officials while engaged in their professional duties shall be granted access to such file nor shall the contents thereof be divulged in any manner to any unauthorized person.

Legal Reference: Neb. Rev. Stat. § 79-539; § 79-8,109

Date of Adoption: [Insert Date]

Personnel - All EmployeesReceiving Agents, Salespersons, and Other Business Representatives

No school employee shall visit with or discuss business matters of a personal nature with any sales representative during the hours the employee is on duty in the school, except by special permission of the Superintendent or building principal.

Any agent or business representative calling on school personnel about school matters, such as, textbooks, publication of the school annual, class insignia, athletic equipment, school equipment, school supplies, building and custodial supplies, and the like, shall first obtain the permission of the Superintendent or building principal and it is the duty of the school employee to ascertain that the representative has such permission. In general, a teacher shall not interrupt class work to confer with such representatives.

Legal Reference: Neb. Rev. Stat. § 79-8,100

Date of Adoption: [Insert Date]

Personnel - All Employees

Unauthorized Purchases

Any employee who orders any supplies or equipment without express authorization of the Superintendent or building principal may be personally liable for payment of the bill for the material so ordered.

Date of Adoption: [Insert Date]

Personnel - All Employees

Use of School Facilities and Equipment by School Employees

The Superintendent may approve use of school facilities, equipment and other resources by school employees, except for activities which result in personal or corporate gain and provided that such use is consistent with Policy No. 1100.

School vehicles shall not be available for personal use.

Date of Adoption: [Insert Date]

Personnel - All Employees

Activity Passes

All employees and Board of Education members of Franklin Public Schools may be given an activity pass which will admit the employee and Board of Education member and spouse to school activities. The activity pass may be used only by the person whose name appears on the pass.

Date of Adoption: [Insert Date]

PersonnelCommunity Relations—Political Activity

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes.

1. Their position, whether as an instructor or as a leader or supervisor of other employees;
2. Classrooms, buildings or facilities;
3. Students; or
4. School equipment, materials or mailing systems.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of the district. The restrictions also do not apply to the distribution of employee association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

Date of Adoption: [Insert Date]

Personnel - All EmployeesFair Labor Standards Act (Minimum Wage & Overtime)

Work week: The work week for overtime purposes shall be 12:00 a.m. Sunday until 11:59 Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime: Overtime will be paid to non-exempt employees as required by law. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.

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

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

Legal Reference: Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
29 CFR §§ 541.303; 541.602; 541.603; 541.710; 553.20-.28; and 771.105

Date of Adoption: [Insert Date]

Personnel - All EmployeesShredding Consumer Reports

It is the policy of Franklin Public Schools to take reasonable measures to protect against unauthorized access to consumer information from consumer reports.¹ A consumer report includes criminal background checks performed on applicants or employees by a third party. It does not include criminal checks performed by school staff.

Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with this directive.

- (1) Shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed. Burning or pulverising such papers are also options where appropriate.
- (2) Destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
- (3) After due diligence,² entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material in a manner consistent with this directive.

This policy does not require that the consumer reports information be disposed of; rather, it specifies the action to be taken whenever such disposal occurs. Questions regarding the disposal of consumer reports information should be directed to the Superintendent or the Superintendent's designee.

Legal Reference: FTC Rule on Disposal of Consumer Report Information and Records, 16 CFR Part 682

Date of Adoption: [Insert Date]

¹ "The term 'consumer report' means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for . . . (B) employment purposes." Fair Credit Reporting Act, 15 U.S.C. § 1681a(3).

² The FTC rule states: "In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company."

Personnel - All EmployeesSocial Security Numbers

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesMilitary and Family Military Leave

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

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

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

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

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

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Wage and Deduction Information

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

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

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Qualifications for Appointment as Teacher

To be eligible for appointment as a teacher, an applicant must have a minimum of a Bachelor's Degree from an accredited or approved college or university and have a current teaching certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. § 79-801 et. seq.

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Qualifications for Appointment to Administrative and Supervisory Positions

To be eligible for appointment to any administrative or supervisory position, an applicant must have a minimum of a Master's Degree from an accredited institution of higher learning with graduate training in educational supervision and administration from an accredited or approved college or university and have a current Administrative and supervisory certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. § 79-801 et. seq.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesContract

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Certification

Each certificated staff member shall hold at all times a valid Nebraska teaching or administrative certificate.

Legal Reference: Neb. Rev. Stat. § 79-802

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Probationary Certified Employees

During the first three (3) years of employment with the School District, as determined and calculated in accordance with state law, a certificated employee shall be considered a probationary employee. A probationary employee's rights to continued employment status and non-renewal of a probationary employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. § 79-824

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Permanent Certified Employees

A certificated employee who has been employed for the full probationary period as set forth in policy 4120 and in accordance with state law is a permanent certificated employee. A permanent certificated employee's rights to continued employment status and termination of said permanent certificated employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. § 79-824

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Assignment of Duties

The Superintendent shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of pupils in halls, study halls, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

Legal Reference: Neb. Rev. Stat. § 79-839

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesAgents/Tutors

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Student Teachers and Pre-Student Teachers

The district will cooperate with colleges and universities by allowing students who are preparing to teach to devote a reasonable amount of time to training in our schools, provided that this training will in no way impede the satisfactory progress of pupils.

Date of Adoption: [Insert Date]

PersonnelProfessional GrowthRequired Professional Growth Activities

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

Professional Growth Period - This refers to each six year period during which teachers are required to give evidence of professional growth. A tenured teacher, upon employment on September 1, begins his/her initial six year growth period at that time, and end it on August 31, six years later. The beginning of the seventh year starts the second six year period.

Professional Growth Points - All teachers must earn a total of 24 professional growth points during each professional growth period. Each activity of professional growth has its own criteria for acceptance and evaluation. It is the individual teacher's responsibility to show that the activity did actually contribute to his/her professional development and to their increased effectiveness in the capacity in which he/she is employed. The requirement of proof may be accomplished in a variety of ways such as: written reports, AV presentations, grade transcripts, etc.

Procedures for Applying for Growth Credit - Application for accreditation of professional growth activities and college credit shall be made on forms prescribed by the Professional Growth Committee. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit. Any activity not clearly defined as a possibility for professional growth must have preliminary approval before participation by the superintendent and principal. The application, together with substantiating evidence that the work has been completed, shall be given to the principal's office. After the professional growth committee has considered the application, then reviewed and signed by the superintendent, notice will be sent to the applicant of the approval or non-approval. After all the parties have taken action, the application will be filed in the applicant's personal file. Teachers may earn more than twenty-four professional growth points in a six year period and have these recorded on their record if they so request this to the superintendent/or principal.

Professional Growth Committee - A professional growth committee will be appointed by the superintendent. The principal and two teachers will make up this committee. The teachers will be appointed for a two year period.

Classification of Activities - Listed are the activities for which growth points may be obtained and in addition, the maximum number of points allowed. The required 24 points may be earned in a single year or over a period of six years. Points earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

Professional Development Activities:

Professional Development Activity		Point Criteria
I. Course Work		
	A. College or University Courses	One semester hour = 4 pts
	B. Verified Audit of College or University Courses	One semester hour = 1 pt
II. Professional Meetings		
	A. Workshops, curriculum conf. & conventions	Three seat hours = 1 pt ¹
	B. TV or Internet In-service Programs	Six viewing hours = 1 pt
	C. Professional presentations prepared and presented to adults at a workshop, conference, or convention	One hour = 1 pt
III. Other Pre-Approved Activities ²		
	A. Professional research related to pedagogy	Administrative discretion - up to 4 pts
	B. Publication of work in professional journals or other educational related materials	Administrative discretion - up to 4 pts
	C. Travel to destination related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	D. School visitations or accreditation/visitation committees	One day = 1 pt
	E. Summer employment related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	F. Service as a "cooperating Teacher" for student Teacher.	One semester = 1 pt
	G. Service as an appointive or elected officer of a professional organization	Administrative discretion - up to 4 pts
	H. Other activities not included above may be considered by the Professional Growth Committee after prior approval from the administration	Administrative discretion - up to 4 pts

If a staff member attends a workshop or conference for one and one-half hours (1/2 point possible credit), then that workshop may be referred to the Professional Growth Committee, if accompanied by another application from the same category for another one-half point.

No more than 8 growth points can be awarded in the areas of extra-curricular activities in any growth period.

All applications eligible for consideration must be turned into the principal's office during the six year growth period of time.

Legal Reference: Neb. Rev. Stat. § 79-830

Date of Adoption: [Insert Date]

¹ Except Franklin Public Schools sponsored workshops.

² "Pre-approved Activities" shall mean those professional growth activities proposed by the certificated employee to be credits with points for purposes of professional growth under this policy that have been approved for such purpose in writing by the Superintendent and Principal.

Personnel - Certificated Employees

Teacher Training

The district shall provide and promote development programs for all professional staff - Superintendent, principals, teachers and the board of education. Features of the staff development program:

1. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district.
2. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process.
3. Content shall be selected that has been verified by research to improve student outcomes.
4. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesCertificated Employee Evaluation

Evaluation of certificated employees on their skills, abilities, and competence shall be an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of certificated employees, other than administrators, but including extracurricular employees, shall be to improved the education program, to maintain certificated employees who meet or exceed the board's standards of performance, to clarify the certificated employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria shall be in writing. The formal evaluation shall provide an opportunity for the evaluator and the certificated employee to discuss the past semester's performance and the future areas of growth. The formal evaluation shall be completed by the evaluator, signed by the certificated employee and filed in the certificated employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the certificated employee's skills, abilities and competence.

The Superintendent will create an administrative regulation describing the procedure to be used for evaluations and including the evaluation instrument. At a minimum this will provide the evaluation of instructional performance, classroom organization and management, professional conduct, and personal conduct. It will provide for a written description of all noted deficiencies, specific means for the correction of the noted deficiencies and an adequate timeline for implementing the concrete suggestions for improvement. The teacher will be allowed to offer a written response. The regulation will also specify what training will be provided by the district for evaluators.

It shall be the responsibility of the administration to ensure certificated employees are evaluated at least annually. The evaluation shall include at least one classroom observation for one period.

New and probationary certificated employees shall be evaluated at least once each semester. This evaluation procedure will include at least one classroom observation for one period each semester.

The requirements stated in the Negotiated Contract between employees in the certificated collective bargaining unit and the board shall be followed.

Legal Reference: Neb. Rev. Stat. § 79-828 (Evaluation of Probationary Teachers)
 NDE Rule 10

Date of Adoption: October 11, 1982
Revised: September 13, 2004

Personnel - Certificated EmployeesReduction in Force Policy for Certificated Staff

Reductions-in-force of certificated staff member may be required due to decreasing enrollments, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated employees to be reduced under the reduction-in-force provisions of the continuing contract laws; provided, however, that no permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be reduced shall be made with consideration given to the following: (1) programs to be offered, (2) areas of certification and endorsement, (3) state and federal regulations which may mandate certain employment practices, (4) special qualifications that may require specific training and/or experience, (5) contributions to activity programs, (6) qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures, (7) the organizational and educational impact created by multiple part time certificated employees, and (8) any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used for purposes of this policy shall conform to the board policies and administrative rules, regulations, and practices (in effect at the time) related to the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than forty (40) days.

Any certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of twenty-four

months commencing at the end of the contract year and the employee shall be recalled on the basis of length of uninterrupted service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to said employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the district. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of such certificated employee to file (with the Superintendent of Schools) a copy of said employee's teaching certificate (including endorsements) upon initial employment with the district. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in said employee's certification or endorsements which have occurred (since March 15th of the previous year) or are pending shall be filed with the Superintendent of Schools.

Any certificated employee whose employment contract is reduced as a result of reductions-in-force shall (during his/her period of recall) report his/her current address to the Superintendent of Schools and shall inform said Superintendent of any changes of address thereafter. If a vacancy in the system occurs for which said employee has rights of recall, the offer of such employment may be sent by said Superintendent to said employee's last known address. If no acceptance of such offer is received from said employee within fourteen days of mailing and the Superintendent has no personal knowledge of the whereabouts of said employee (other than said last known address), the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with total elimination or termination or amendment of contracts or positions, which deal with reductions in force from full-time to part-time, which deal with reductions in force from part-time to a lesser part-time, or which deal with any other reductions in force which result in the termination or amendment of a certificated employee's contract or employment position.

Legal Reference: Neb. Rev. Stat. §§ 79-846 to 79-849

Date of Adoption: [Insert Date]

Personnel - All EmployeesGrievance Procedures

Definitions:

A grievance is a written allegation by an employee holding a valid Nebraska teaching certificate of a violation of any of the terms or conditions of an agreement between the school district and its certificated employees. This policy shall not include re-employment consideration.

Purpose:

1. To provide for unobstructed communications with respect to alleged grievances.
2. To reduce potential areas of conflict between teachers and the school district.
3. To encourage teachers to articulate their concerns about conditions which affect them.
4. To lead to improved morale among the teachers.

Procedure:

Step A: Informal

If a certificated employee has a grievance or a complaint, the employee should first discuss the matter with the employee's immediate supervisor in an effort to resolve the problem informally.

The supervisor shall render his/her decision within three (3) working days after the informal discussion.

If the employee is not satisfied with the decision of the supervisor, the employee shall have the right to have an Association representative assist the employee in further informal efforts to resolve the problem, but the employee may represent him/herself or may select another person to represent the employee.

Step B: Formal

If the problem is not resolved through the informal procedure, then, within fifteen (15) working days of the incident, the aggrieved person(s) must submit the employee's alleged grievance, in writing, to the employee's immediate supervisor.

The person to whom the alleged grievance has been submitted for decision must, within ten (10) working days, render his/her decision and the reasons therefore, in writing to both the aggrieved person(s) and to the Association, if the Association has become involved.

Step C:

If the aggrieved person is not satisfied with the disposition of the employee's alleged grievance under Step B, then the employee should appeal, in writing, to the Superintendent of Schools within five (5) working days of receipt of the Step B decision. Within five (5) working days after receipt of the written appeal, the Superintendent shall meet with the aggrieved person.

Representatives of the Association and/or the Association's staff may be invited to attend, by either party and participate in any meeting of the Superintendent with the aggrieved person, but such Association representatives or staff members shall not attend unless invited by one of the parties to such meeting.

The Superintendent shall, within five (5) working days after the meeting with the aggrieved person, render his/her decision and the reasons therefore, in writing, to the aggrieved person and to the Association representatives of staff, if such persons attended the meeting between the Superintendent and the aggrieved person.

Step D:

If the aggrieved person is not satisfied with the Step C disposition of the alleged grievance, such person shall file within three (3) working days after receipt of the Step C decision a written appeal and a request for a hearing before the Board of Education.

Within 25 days after receiving the written appeal the Board shall meet to consider the appeal of the aggrieved person and shall render a written decision and the reasons therefore within ten (10) working days of such hearing.

At such hearing, the aggrieved person shall be allowed to present the employee's alleged grievance, personally or by the employee's representative (legal or organizational). Both the administration and the aggrieved person shall be allowed to call witnesses and present evidence relevant to the alleged grievance, but the rules of evidence applicable in the courts shall not apply in the Board meeting.

The Board hearing and decision shall constitute the final step in the grievance procedure. The exhaustion of this grievance procedure shall not be construed by either party to bar appeal to the duly constituted courts.

It shall be understood and agreed by all parties involved in the resolution of a grievance through the use of this grievance procedure, that no reprisals of any kind, implied or intended, shall be brought against the persons involved in resolving a grievance.

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Dual Sponsorship of Activities

In any instance where more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid, each teacher thereby assigned shall receive payment of the stipend as is specified in the negotiated agreement between the certificated teaching staff and the school district. Should two or more teachers receive administration approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.

Date of Adoption: [Insert Date]

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

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

Certificated Personnel-Professional Performance and Code of Ethics

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

Preamble

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

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

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

Principle I - Commitment as a Professional Educator:

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

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

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

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

Principle II - Commitment to the Student:

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

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

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

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

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

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

Principle IV - Commitment to the Profession:

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

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

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

Principle V - Commitment to Professional Employment Practices:

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Qualifications of Non-Certificated Employees

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees"At Will" Employees

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated EmployeesHiring/Dismissal

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Franklin Public Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

Dismissal of non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Contract

All non-certificated employees shall be required to sign an "at will" employment contract with the school district as a condition precedent to employment or continued employment with the school district. The non-certificated "at will" employee contract shall be in the form as proposed by the Superintendent and approved by resolution of the Board of Education.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Assignment and Transfer

Each non-certificated employee shall be assigned to a position at the direction of the Superintendent and may be transferred to any other position as the Superintendent may direct.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Complaint Procedure

The normal procedure to be followed by each employee regarding a personal complaint related to his/her employment is to discuss the matter in a personal conference with the school principal or with the supervisory officer directly in charge. When the nature of the complaint dictates otherwise, the employee is entitled to present the complaint to any higher supervisory officer. An unsatisfactory result with the school principal or with the supervisory officer may be taken to the Superintendent.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Complaint Form

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

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

Date: _____

Name: _____

(1) Description of the complaint:

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

(3) Identify and attach any supporting the complaint:

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

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

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

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

Received by: _____ Signature: _____
Date: _____

PersonnelNon-Certified StaffBus Drivers

Bus drivers are selected from qualified applicants by the superintendent and recommended to the Board of Education for employment. Bus drivers must meet all the requirements prescribed by Nebraska Law.

Regular bus drivers are paid at a rate established annually by the Board of Education. Bus drivers receive three days sick leave per year non-accumulative with one of those days available to be used for personal leave with the permission of the administration. Bus drivers are entitled to none of the insurance benefits.

Bus drivers will be paid at an hourly rate established annually by the Board for school activity and field trips.

Except as may otherwise be established by the Board, the pay for each trip on a regular route shall be the total annual pay divided by the total scheduled trips. This amount shall be deducted for each trip that a substitute must be hired. Substitute drivers will be paid an amount calculated according to the procedures outlined above.

Legal Reference: Neb. Rev. Stat. § 79-608
 NDE Rules 91 and 92

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Non-Certified Employees

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

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

Date of Adoption: [Insert Date]

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Franklin County School District 0506, a/k/a Franklin Public Schools**, hereinafter referred to as “the Board,” and Kenneth E. Schroeder, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the ___ day of _____, 2013, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2013 and expiring on the 30th day of June, 2015. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

2. Salary. The annual salary for the 2013-2014 contract year shall be: One Hundred and _____ Thousand and _____ Hundred Dollars (\$00). The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

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

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

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

1. Vacation. The Superintendent shall be allowed fifteen (15) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15) days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. Sick Leave. The Superintendent shall be allowed twelve (12) working days of sick leave each contract year.
4. Carry-over and Accumulation of Sick Leave. Unused sick leave which may be accumulated up to forty-five (45) working days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year 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 accumulation to the maximum of 45 days, which may not be carried over from one contract year to another contract year. There shall be no pay for unused sick leave.
5. Personal Leave. The Superintendent shall be allowed two (2) working days of personal leave each contract year to be used to address personal affairs that cannot be addressed during non-working days. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused personal days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total personal days at the beginning of each contract year be 2 days. Upon ending employment, unused personal days will not be paid except to the extent required by law.
6. Holidays. The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
7. Log. The Superintendent shall maintain a current log of used vacation, sick and personal leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

- B. Insurance. The Superintendent shall be provided family health insurance, dental insurance, life insurance, and long term disability insurance under the same terms and plans provided to other certificated staff of the District.
 - C. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. Attendance at National Conference will be on an every other year basis. Either of the contract years are eligible years for attendance at the National Conference. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the following organizations: NCSA, NRCSA, NASCD, and AASA. The Board may pay dues for other professional organizations suitable for the Superintendent's position upon the Superintendent's request. The Board will pay the Superintendent's dues in community organizations subject to Board approval.
 - D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.
 - E. Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed health care provider once each contract year. The cost of such physical examination that is not covered by health insurance provided by the District shall be paid by the District, provided that the Superintendent cause the health care provider to submit a confidential medical report to the Board of Education.
 - F. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
 - G. Other Fringe Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- 4. Duties.**
- A. Specification of Duties. The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent shall not be responsible for performance of duties assigned by

individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policies. In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

- B. Use of Time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.
- C. Performance of Duties. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

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

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

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

(g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

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

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

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

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

9. Residency. The Superintendent shall reside within the Franklin Public School District during the term of this contract.

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

11. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion

of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before _____, 2013 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this ___ day of _____, 2013.	Executed this ___ day of _____, 2013
_____ Kenneth E. Schroeder, Superintendent	Board of Education of Franklin County School District 0506, a/k/a Franklin Public Schools By: _____ President Attest: _____ Secretary

FRANKLIN PUBLIC SCHOOLS

Positive Behavior Support Data Report

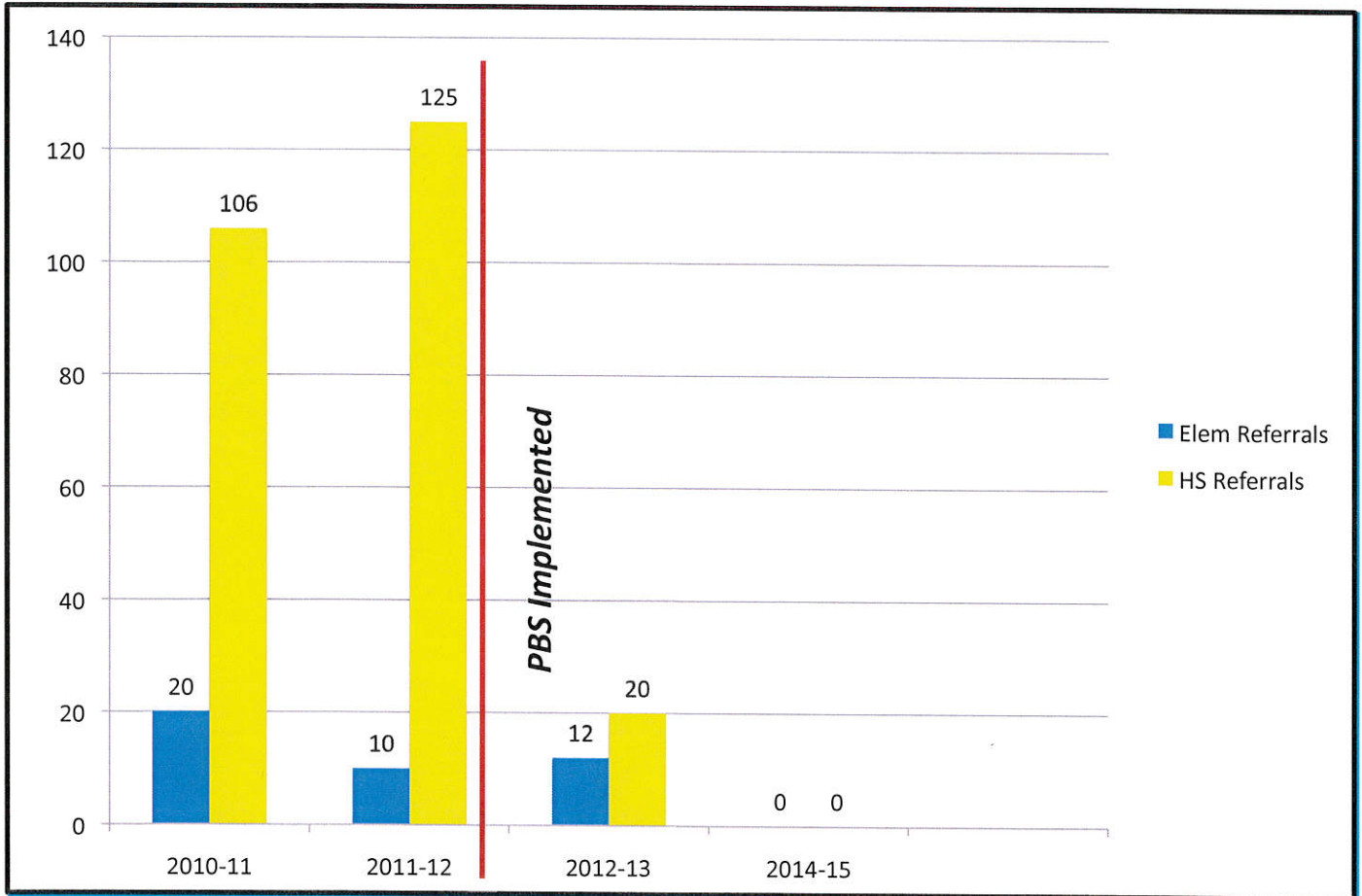
2010-11

2011-12

2012-13

Angie Kovarik, Ed.S.,
Nationally Certified School Psychologist
Educational Service Unit #11
412 W. 14th Ave. | PO Box 858
Holdrege, NE 68949

Total Mid Year Office Referrals



2010-11

Mid Year Referrals: 126

86% of recorded referrals were Middle School/High School

14% of recorded referrals were Elementary

2011-12

Mid Year Referrals: 135

92% of recorded referrals were Middle School/High School

8% of recorded referrals were Elementary

2012-13

Mid Year Referrals: 42

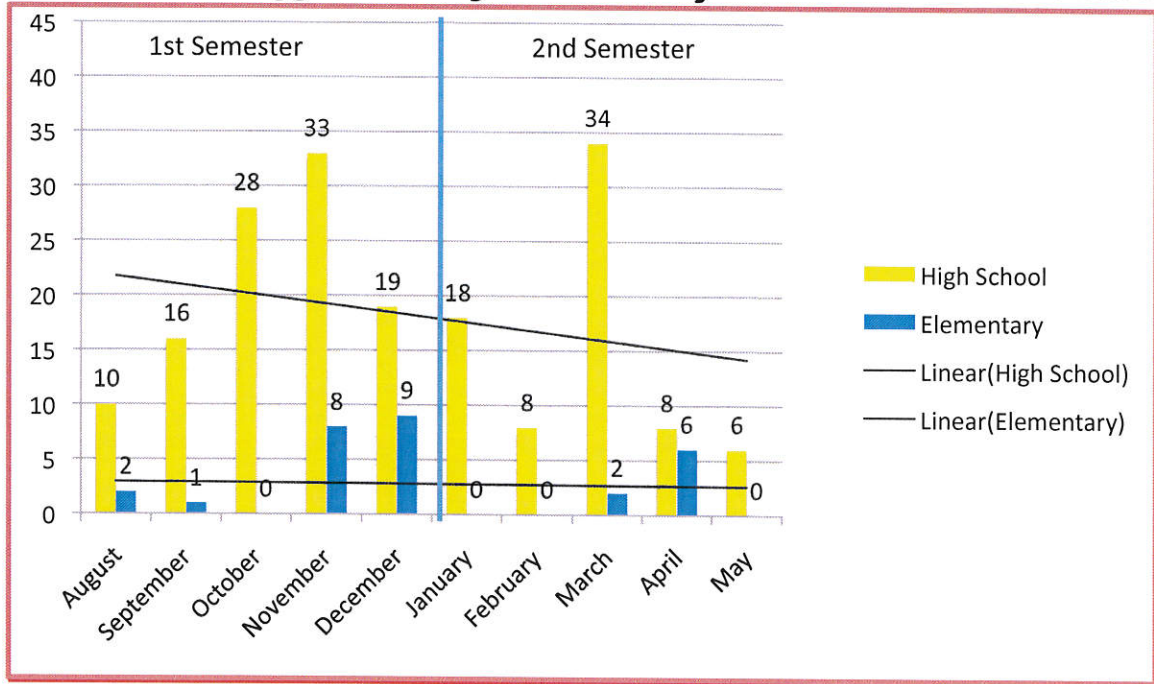
69% of recorded referrals were Middle School/High School

31% of recorded referrals were Elementary

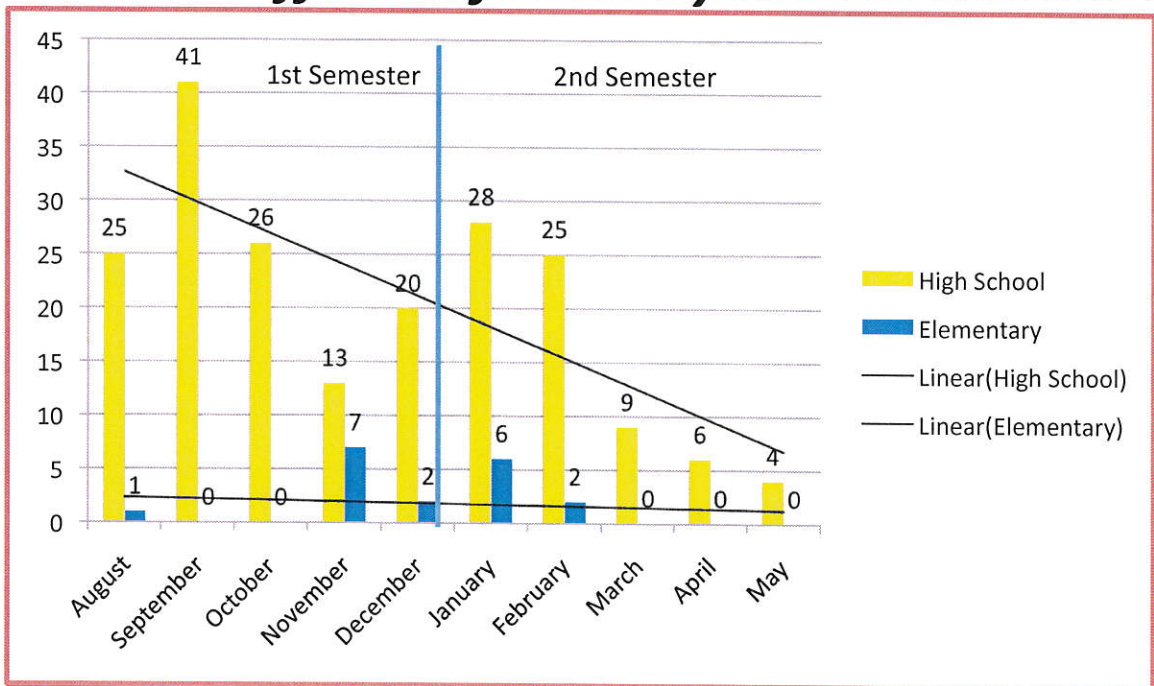
Office referrals *increased* by approximately 3% from 2010-11 to 2011-12 during 1st Semester. This year, office referrals during 1st Semester have *decreased* by about 35%.

Results from the growing body of research on school-wide PBS suggest that it is an effective approach to reducing student problem behavior and improving the overall climate of the school (Lewis et al., 2002; Todd et al., 1999)

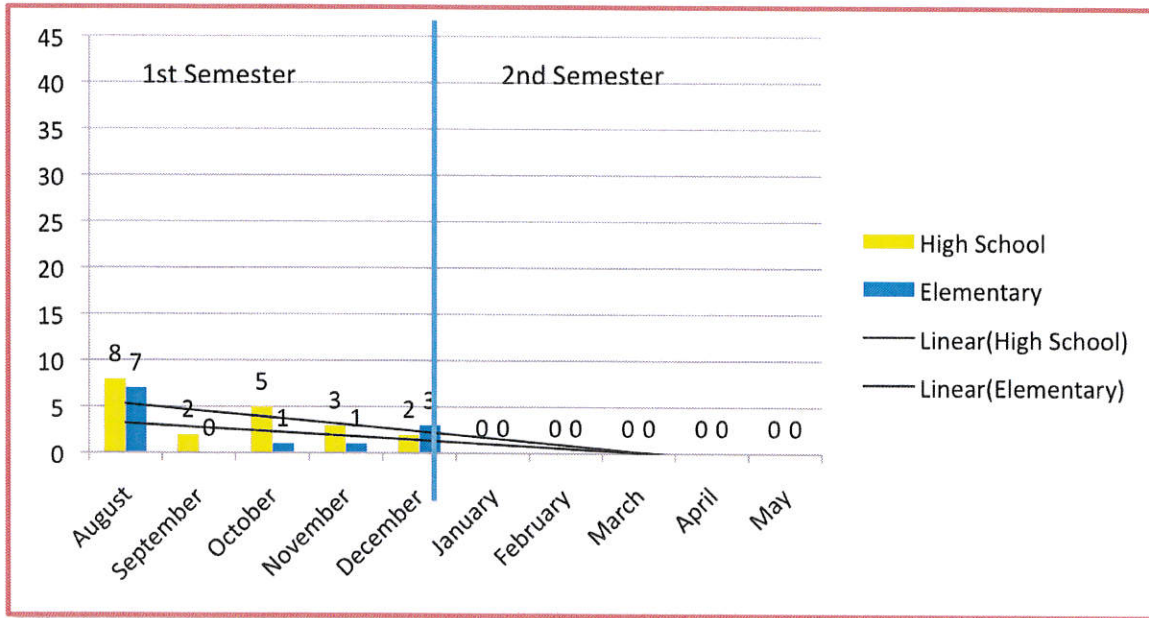
2010-11 Office Referrals by Month and School



2011-12 Office Referrals by Month and School

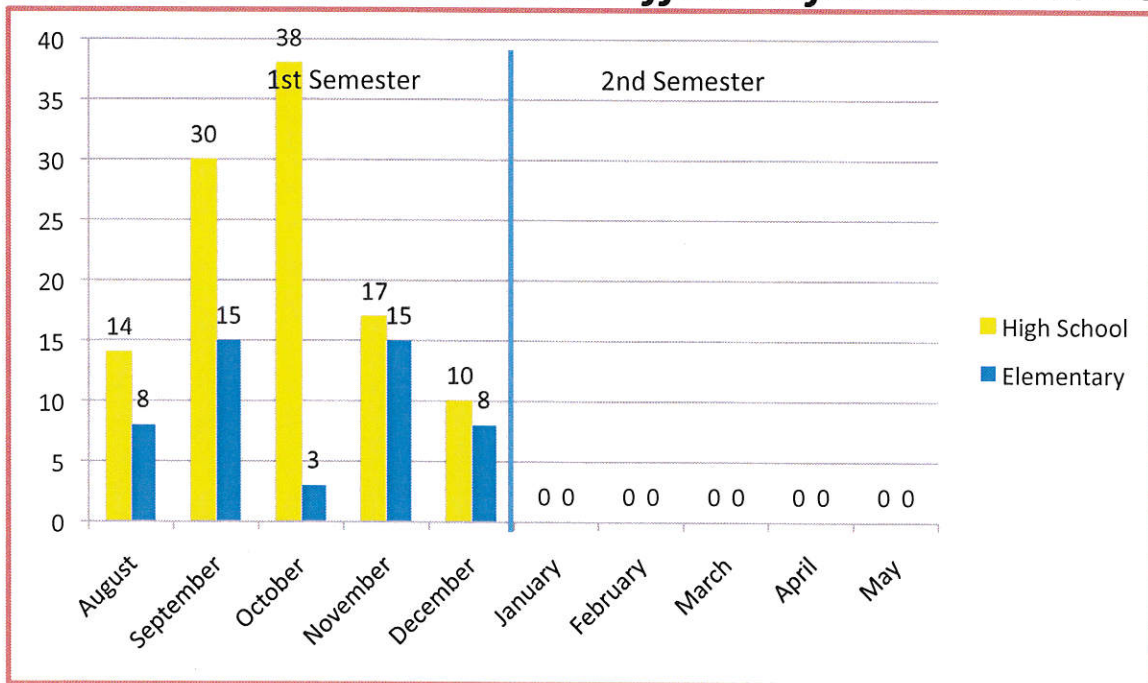


2012-13 Office Referrals by Month and School



**Both schools demonstrate a substantial decline in Office Referrals Aug-Jan.*

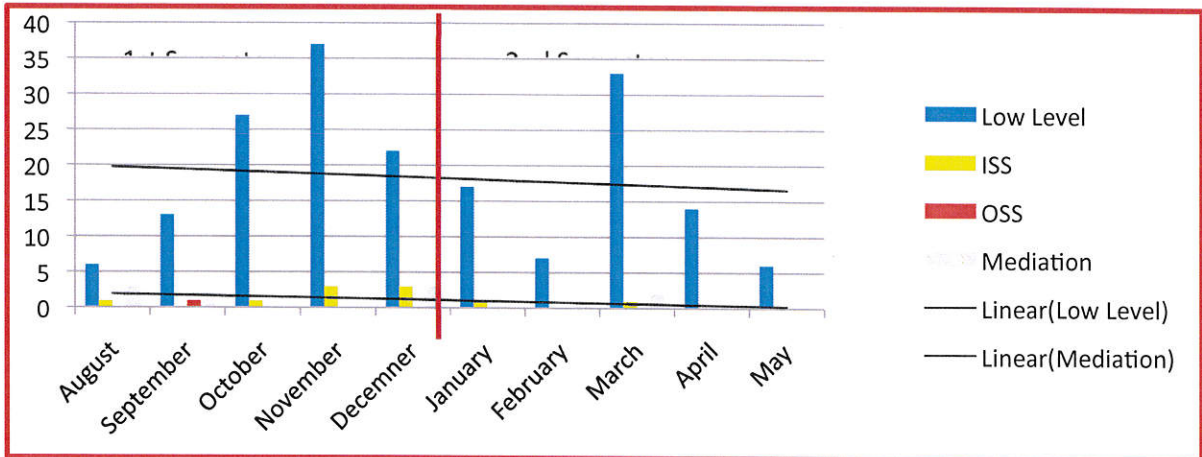
2012-2013 Total Combined Office Referrals & Ace Referrals



**Combined referrals in Middle School/High School are decreasing Aug-Jan.*

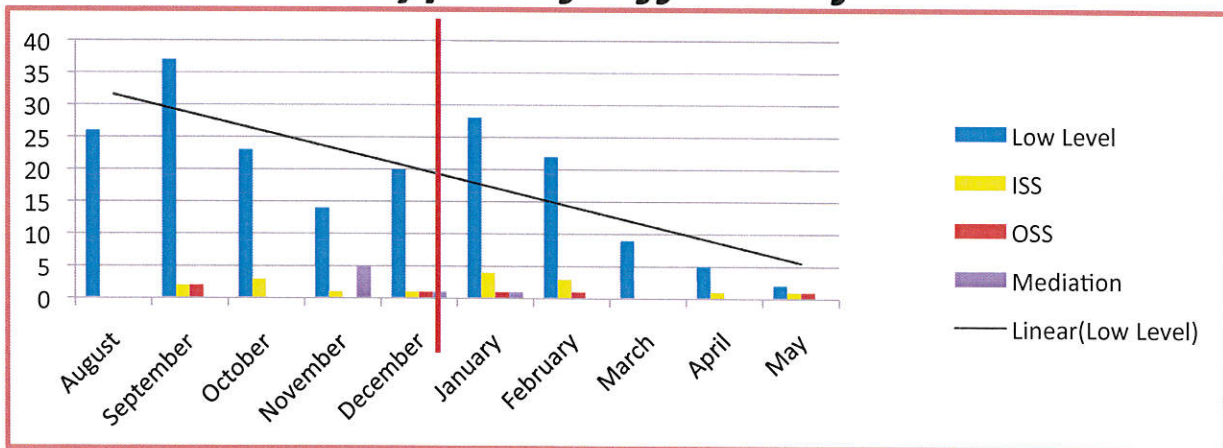
**Behaviors in Elementary School are sustained.*

2010-11 Types of Office Referrals



1. 89% of Office Referrals were Low Level Infractions
2. (Detention/Parent Contact)
3. 5% of Office Referrals resulted in In School Suspension
4. <1% resulted in Out of School Suspensions
5. 6% were for Mediation (HHS/Attendance)

2011-12 Types of Office Referrals

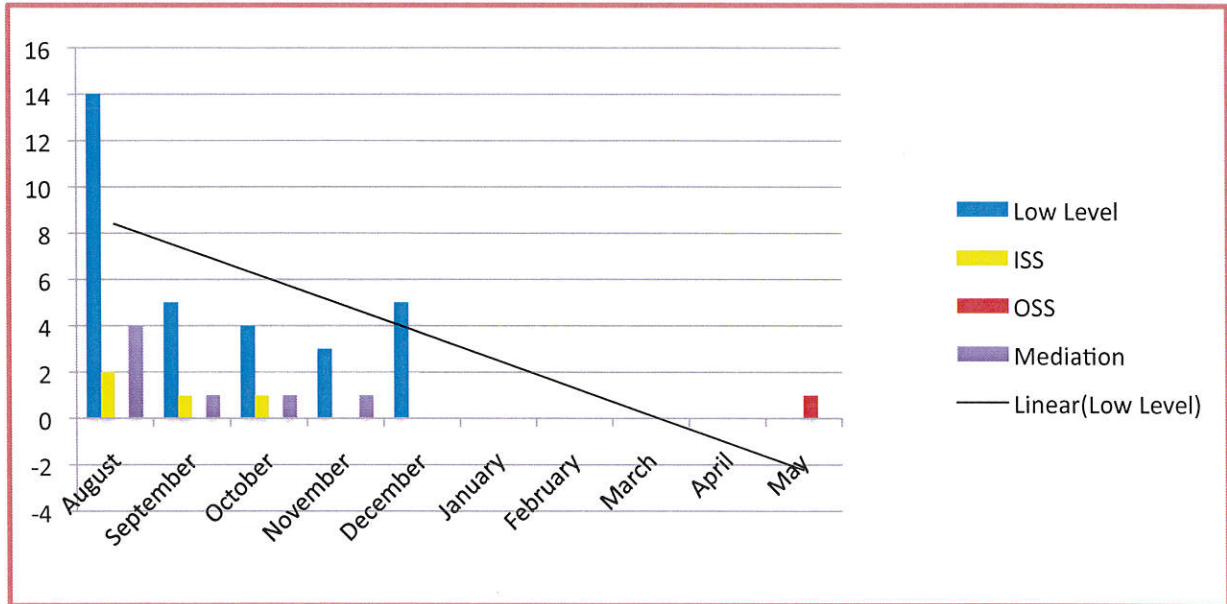


1. 87% of Office Referrals were Low Level Infractions (Detentions/Parent Contact)
2. 7% of Office Referrals resulted in In School Suspension
3. 3% of Office Referrals resulted in Out of School Suspension
4. 3% of Office Referrals were for Mediation (HHS/Attendance)

Low Level Referrals show a decreasing trend while ISS, OSS and Mediation remained stable throughout the year.

2012-13

Types of Office Referrals



1. 72% of Office Referrals were Low Level Infractions (Detentions/Parent Contact)
2. 10% of Office Referrals resulted in In School Suspension
3. 0% of Office Referrals resulted in Out of School Suspension
4. 18% of Office Referrals were for Mediation (HHS/Attendance)

Low Level Referrals, ISS, OSS, and Mediation all show a decreasing trend through 1st Semester.

Time Spent on Discipline 2010-11

In 2010-11, Administration spent approximately 8 eight-hour days on discipline while students lost approximately 24 school days or about 5 weeks of instructional time.

2010-11 Administrative Time Spent on Discipline

	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	196	2,940	49	7
Suspensions	11	495	9	1
Total Administrative Time Spent	207	3,435	58	8

2010-11 Lost Instructional Time for Students

	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	196	8,820	147	19
Suspensions	11	2,376	40	5
Total Administrative Time Spent	207	11,196	187	24

Equation provided by research to figure actual time spent on Office Discipline Referrals (ODR):

Admin: ODR=15 mins; Suspensions=45 mins

Student Learning: ODR=45 mins; Suspensions=216 mins

Horner, R., Sugai, G., & Rosetto Dickey, C. (n.d.). School Wide Positive Behavior Support. In www.pbis.org/.1008rhMiddleSchoolPBSOrientationSanJose.ppt. Retrieved July 3, 2012

Time Spent on Discipline 2011-12

In 2011-12, Administration spent approximately 8 eight-hour days on discipline while students lost approximately 28 school days or about 6 weeks of instructional time.

2011-12 Administrative Time Spent on Discipline Issues

	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	194	2,910	49	6
Suspensions	21	945	16	2
Total Administrative Time Spent	215	3,855	65	8

2011-12 Lost Instructional Time for Students

	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	194	8,370	140	18
Suspensions	21	4,536	65	10
Total Instructional Time Lost by Students	215	12,258	205	28

Equation provided by research to figure actual time spent on Office Discipline Referrals (ODR):

Admin: ODR=15 mins; Suspensions=45 mins

Student Learning: ODR=45 mins; Suspensions=216 mins

Horner, R., Sugai, G., & Rosetto Dickey, C. (n.d.). School Wide Positive Behavior Support. In www.pbis.org/./1008rhMiddleSchoolPBSOrientationSanJose.ppt. Retrieved July 3, 2012

Time Spent on Discipline 2012-13

In the 1st Semester of 2012-13, Administration has spent approximately one 8 eight-hour day on discipline while students lost approximately 4.7 school days or less than one week of instructional time.

2012-13 Administrative Time Spent on Discipline Issues August to January

	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	31	465	7.75	<1
Suspensions	4	180	3	<1
Total Administrative Time Spent	35	645	10.75	1.3

2012-13 Lost Instructional Time for Students due to discipline issues August to January

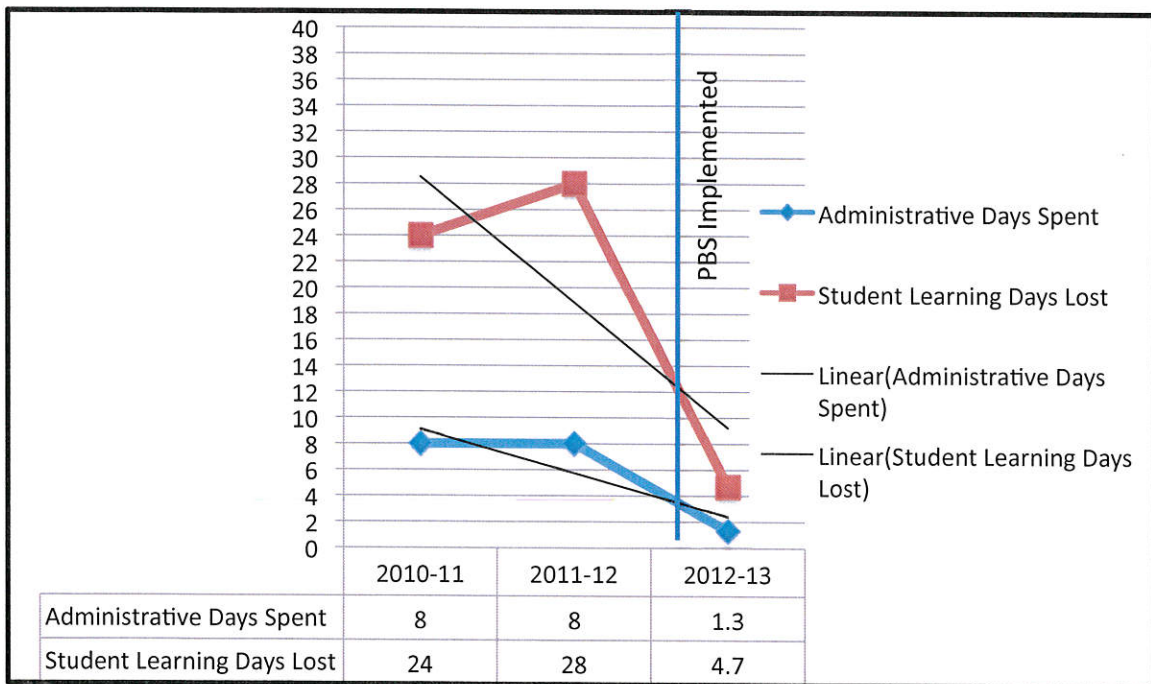
	# of Incidents	Minutes	Hours	8 Hour Days
Low Level Referrals	31	1,395	23.25	2.9
Suspensions	4	864	14.4	1.8
Total Instructional Time Lost by Students	35	2,259	37.65	4.7

Equation provided by research to figure actual time spent on Office Discipline Referrals (ODR):

Admin: ODR=15 mins; Suspensions=45 mins

Student Learning: ODR=45 mins; Suspensions=216 mins

Actual Time Spent on Discipline Over the last 3 years



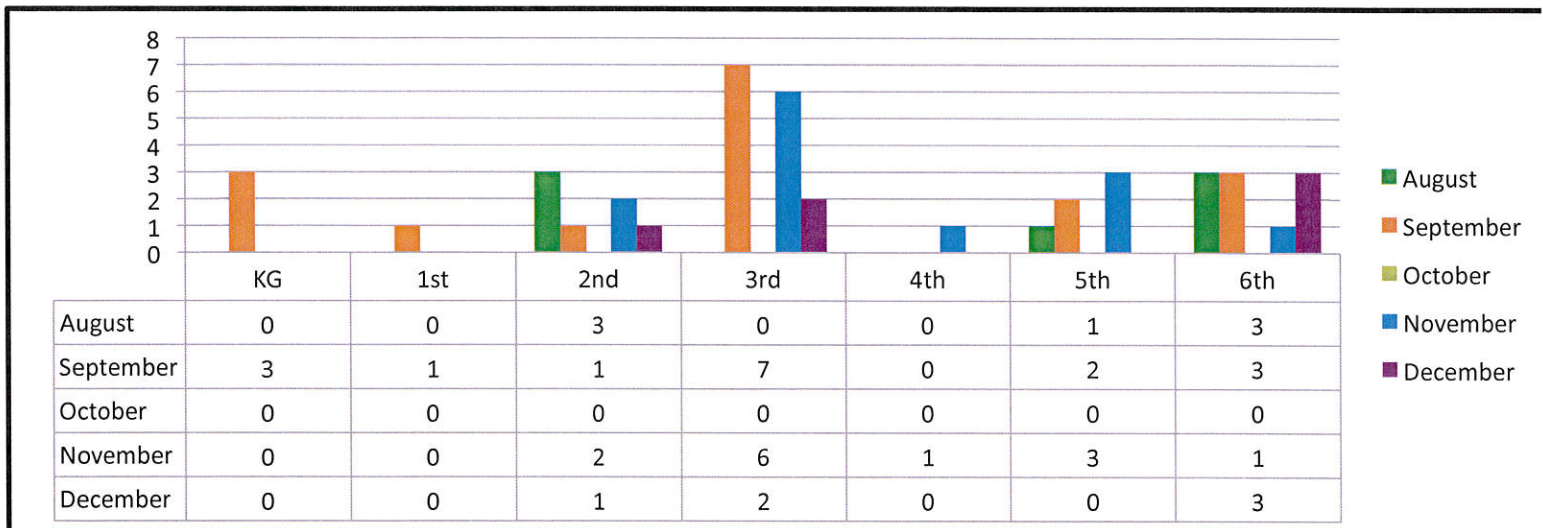
Conclusion:

****There has been a dramatic decrease in administrative time spent on Discipline as well as a decrease in lost learning time for students. In 2010-11, and 2011-12, administrators spent approximately 46% of their administrative time engaged in discipline. In 2012-13, they have spent approximately 7% of their time engaged in behavior so far this year.***

****There has also been a dramatic decrease in lost learning time for students due to office referrals so far this year for behavior. In 2010-11, students lost a total of approximately 42% of their learning time to discipline. In 2011-12, students lost approximately 49% of their learning time to discipline. In 2012-13, students have only lost about 8% of learning time due to office referrals for discipline, a decrease of almost 42% so far this year.***

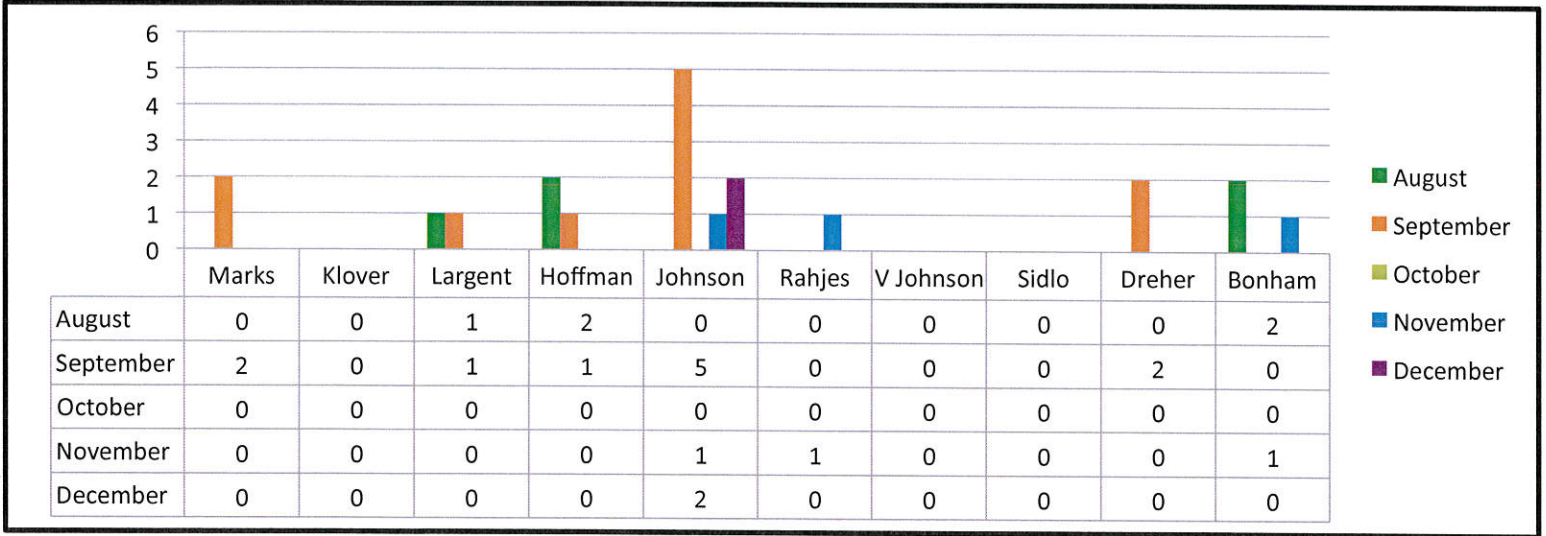
Elementary Ace Data

Total Ace Problem Solving Forms completed by Grade Level according to month



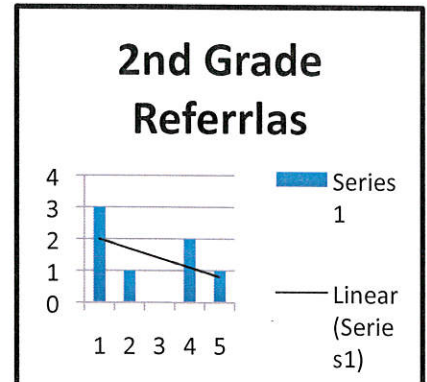
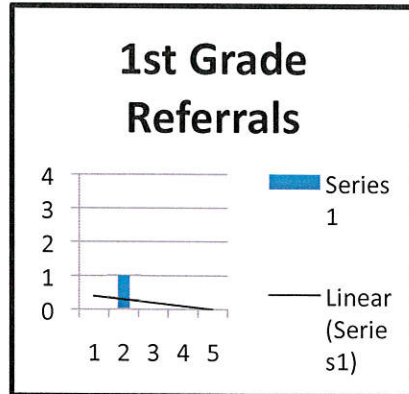
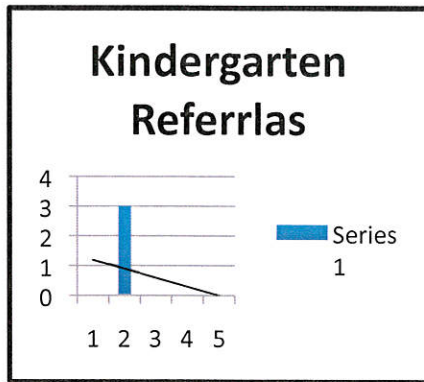
***Based on Ace Problem Solving Referrals, behaviors have decreased in grades K, 1, 2, 5, and 6 from August to December.**

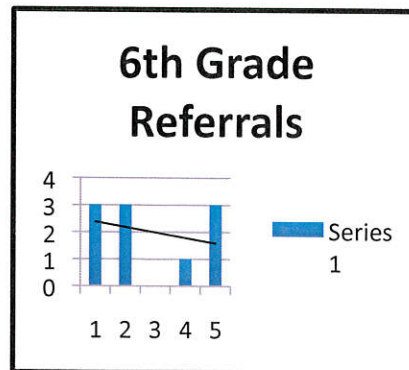
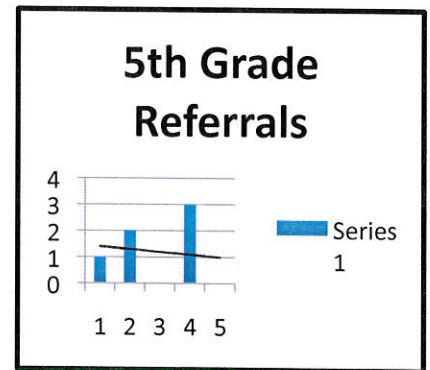
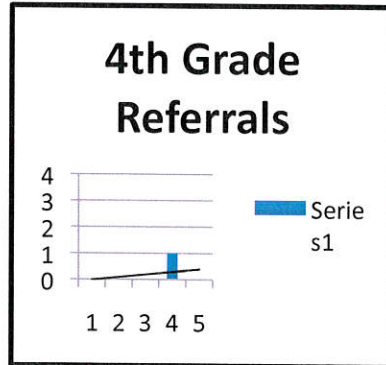
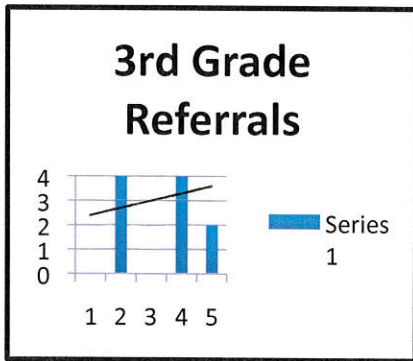
Total Ace Problem Solving Forms completed by Teacher



***Ace Referrals completed by individual teachers by month. Classroom teachers handled about 49% of Ace Problem Solving referrals.**

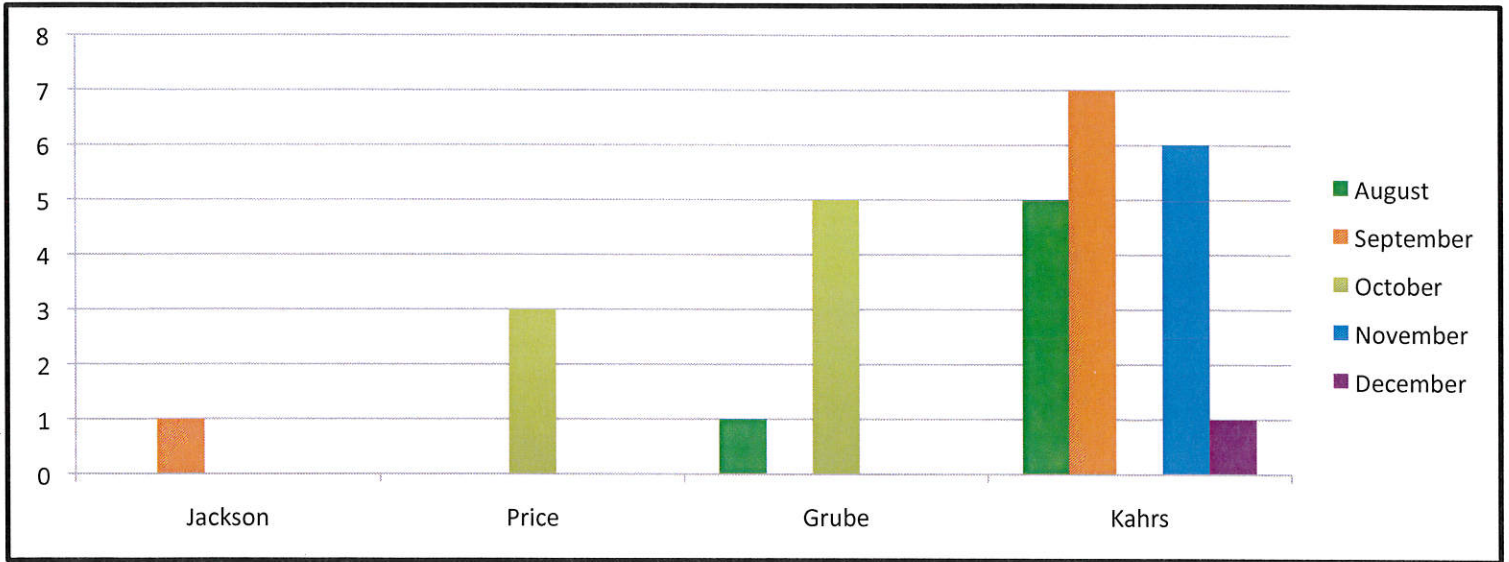
Future Trendlines of Completed Ace Problem Solving Referrals by Grade Level





**Data shows a decreasing trend in the majority of classrooms using the Ace problem solving model.*

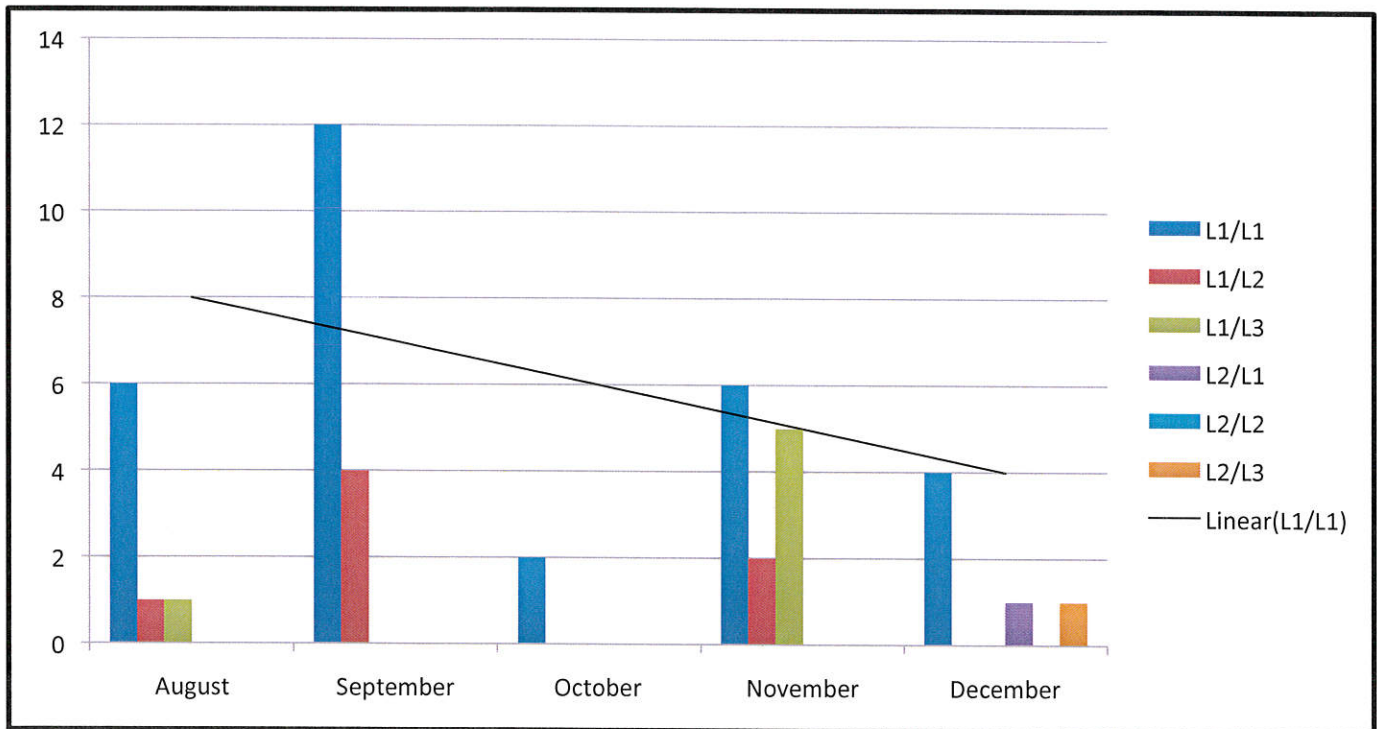
Ace Referrals completed by Support Staff in the Elementary



****Principal completed approximately 28% of referrals and assisted with about 16%.***

****Non certified staff account for approximately 23% of referrals.***

Leveled Referrals of Elementary Students



***L1/L1 Referrals are the most prevalent in the Elementary and show a trend of declining behavior during 1st Semester.**

1. 67% of Referrals were L1/L1
2. 16% of Referrals were L1/L2
3. 13% of Referrals were L1/L3
4. 2% of Referrals were L2/L1
5. 2% of Referrals were L2/L3

Ace Expectations

Goal 1: Arrive to class prepared and on-time

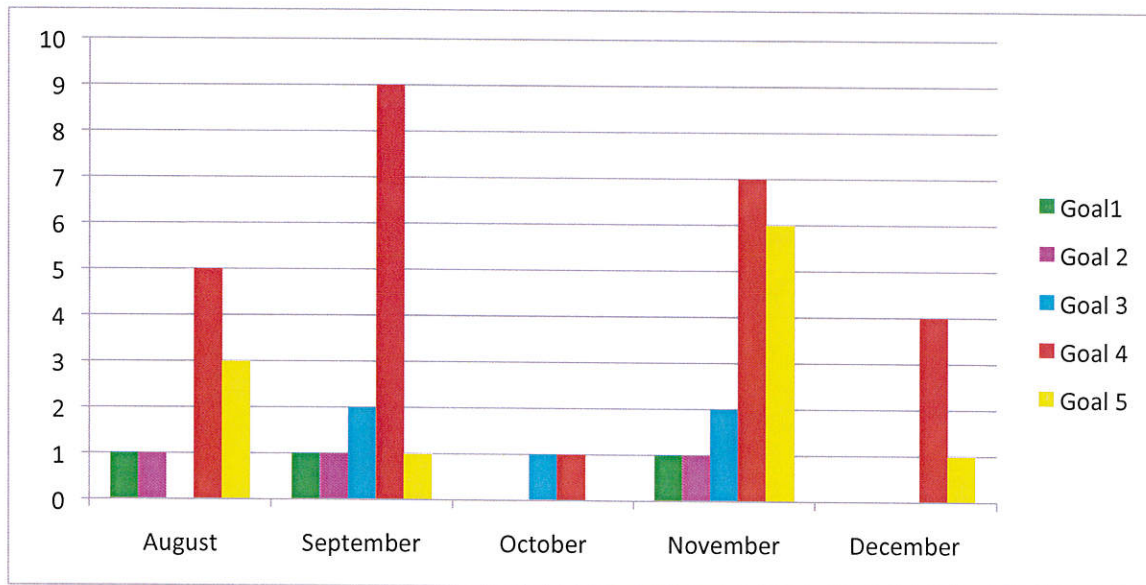
Goal 2: Use work time appropriately

Goal 3: Complete assigned task on time with proficiency

Goal 4: Demonstrate respect for people and property

Goal 5: Respond appropriately to teacher directives

Ace Goals Not Met by Referred Elementary Student



Goal #4 is most prevalent in the Elementary and may suggest a need for more direct instruction of the behavioral expectation and strategies for students to achieve it.

2. Goal #5 is the 2nd most referred behavior
3. Goal #3 is the 3rd most referred behavior
4. Goal #2 is the 4th most referred behavior
5. Goal #1 is the least most referred behavior

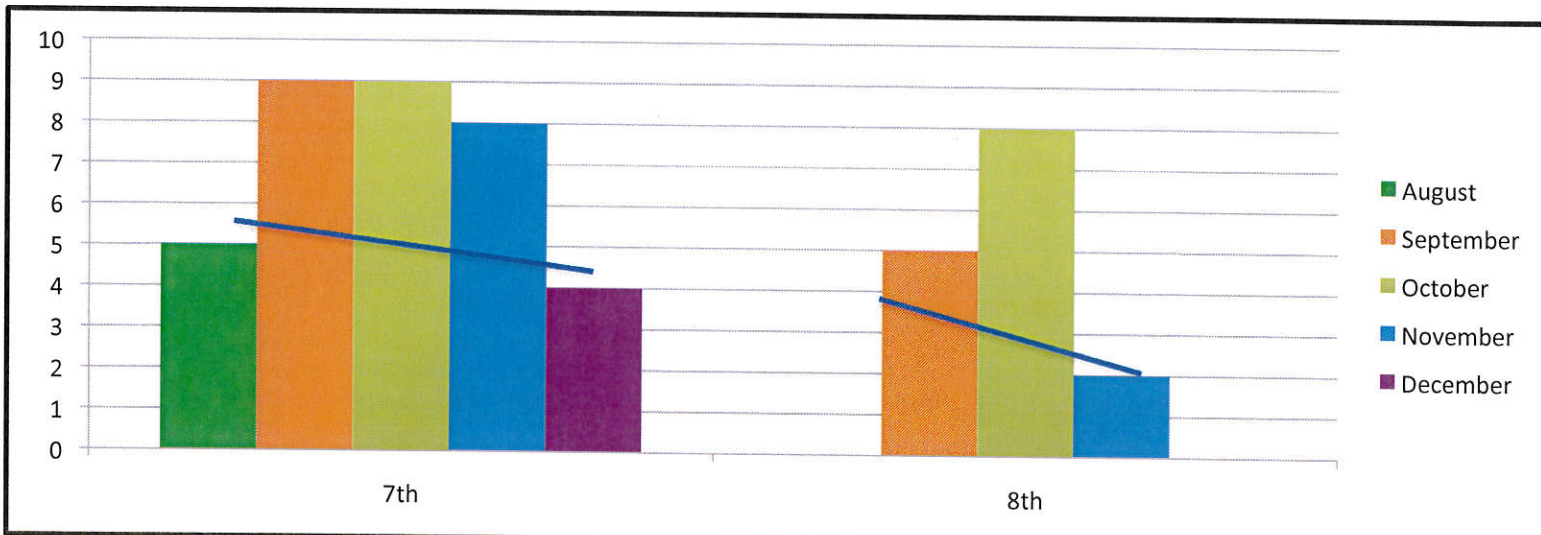
Based on Referrals, approximately 49% of Behaviors occurred within the classrooms and 23% occurred during unstructured times. The remaining 28% were handled with administration during both structured and unstructured times.

Individual Elementary Students Involved in Referrals

***Middle School
Ace Data***

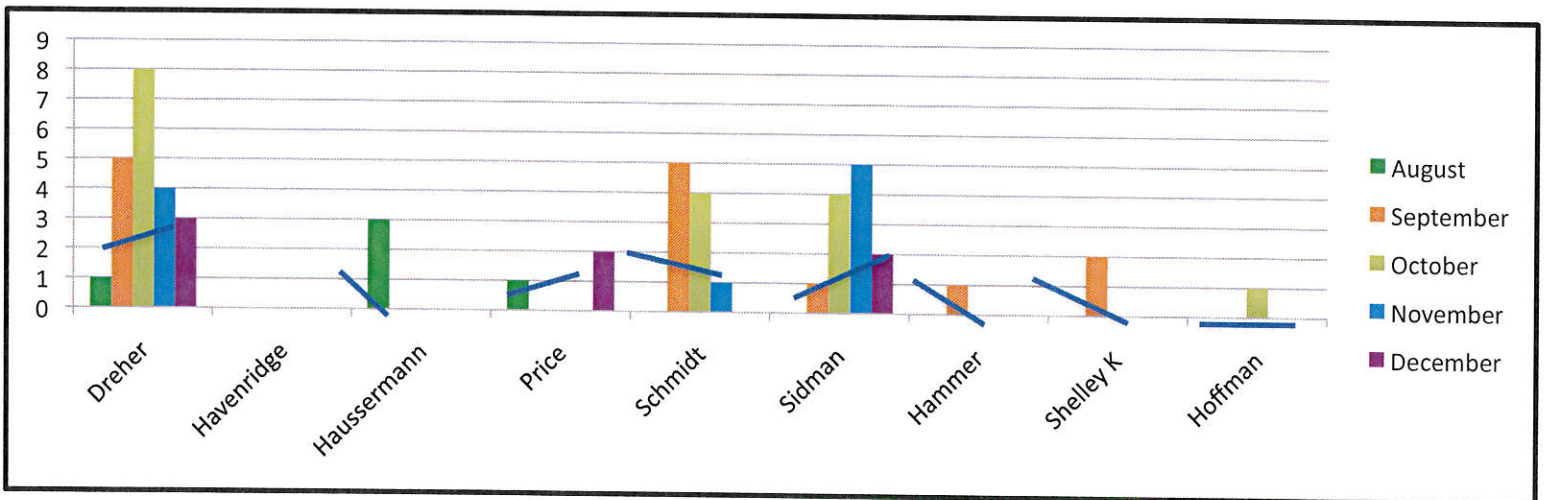
Middle School Ace Data

Total Ace Problem Solving Forms completed by Grade Level



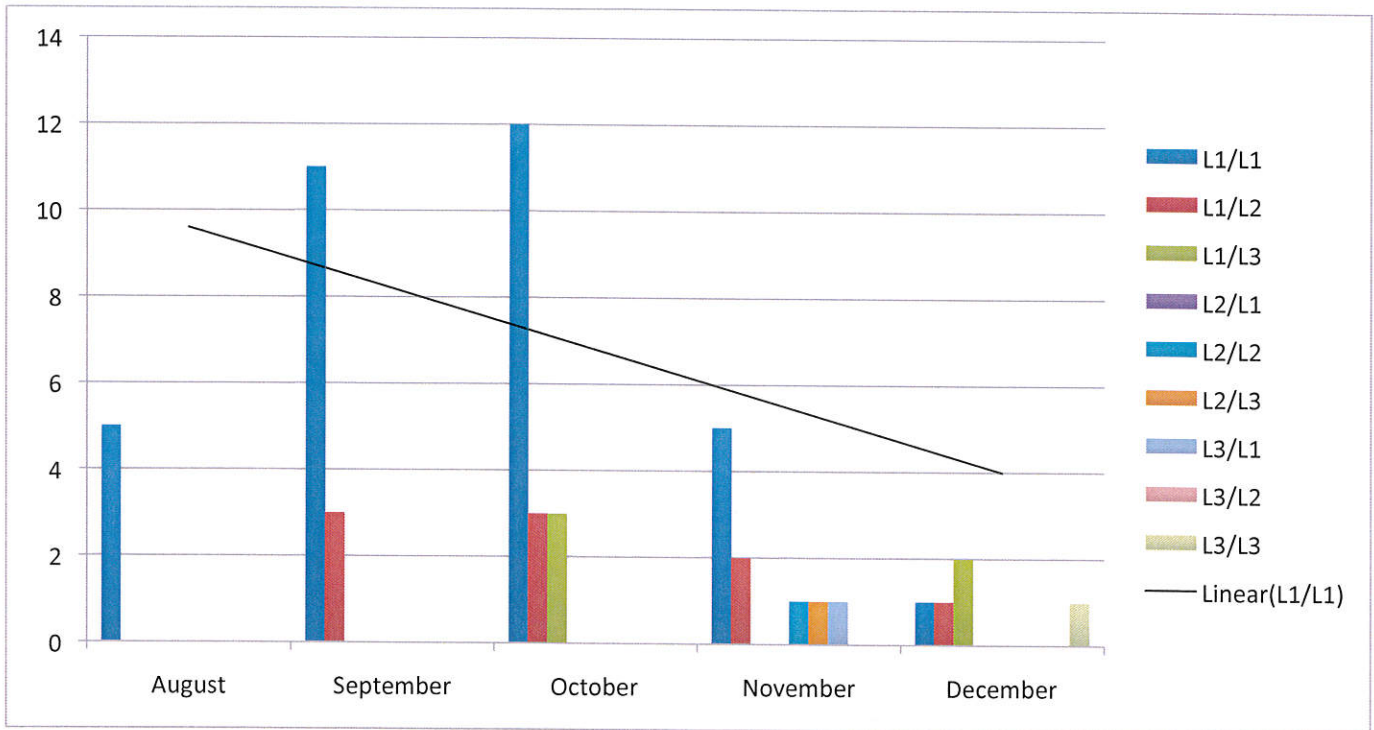
***Based on Ace Problem Solving Referrals, behaviors have decreased in grade 7 and grade 8 from August to December.**

Total Ace Problem Solving Forms completed by Middle School Teacher



***Ace Referrals completed by individual teachers by month. Core classroom teachers handled about 81% of Ace Problem Solving referrals. Specials Classes handled about 19%. Principal assisted with 4% of these referrals.**

Leveled Referrals of Middle School Students



****L1/L1 Referrals are the most prevalent in the Middle School and show a trend of declining behavior during 1st Semester.***

1. 65% of Referrals were L1/L1
2. 17% of Referrals were L1/L2
3. 10% of Referrals were L1/L3
4. 0% of Referrals were L2/L1
5. 2% of Referrals were L2/L2
6. 2% of Referrals were L2/L3
7. 2% of Referrals were L3/L1
8. 0% of Referrals were L3/L2
9. 2% of Referrals were L3/L3

Ace Expectations

Goal 1: Arrive to class prepared and on-time

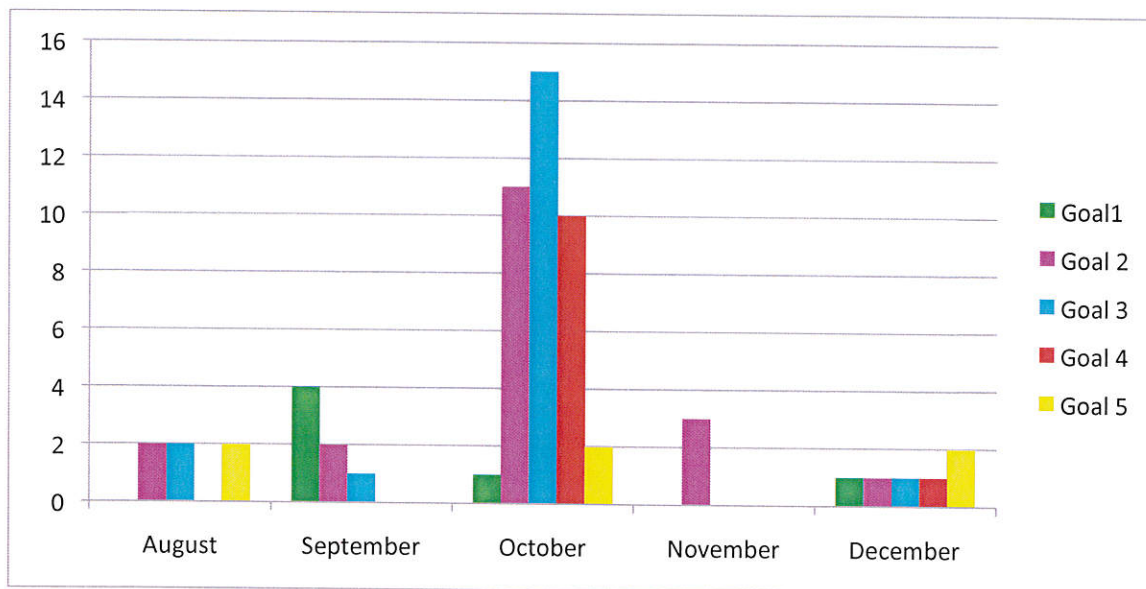
Goal 2: Use work time appropriately

Goal 3: Complete assigned task on time with proficiency

Goal 4: Demonstrate respect for people and property

Goal 5: Respond appropriately to teacher directives

Ace Goals Not Met by Referred Middle School Student



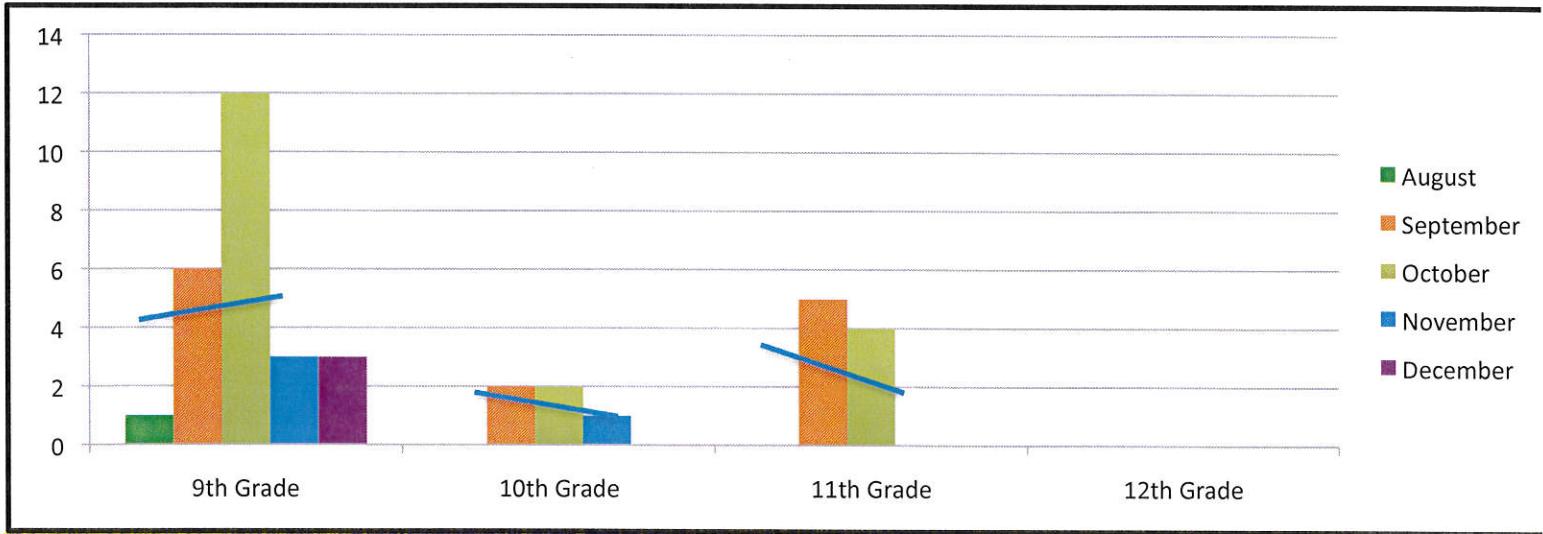
****Goal #2 and Goal #3 is most prevalent in the Middle School and may suggest a need for more direct instruction of the behavioral expectation and strategies for students to achieve it.**

2. Goal #4 is the 2nd most referred behavior
3. Goal #5 is the 3rd most referred behavior
4. Goal #1 is the 4th least referred behavior

High School Ace Data

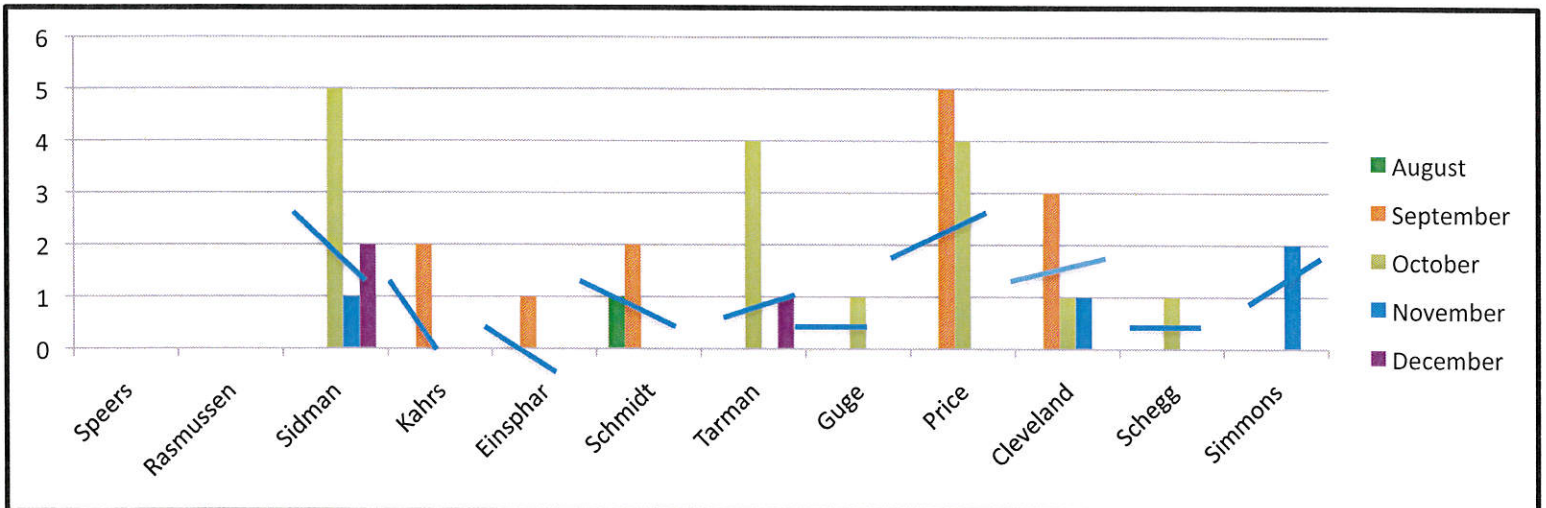
High School Ace Data

Total Ace Problem Solving Forms completed by Grade Level according to month



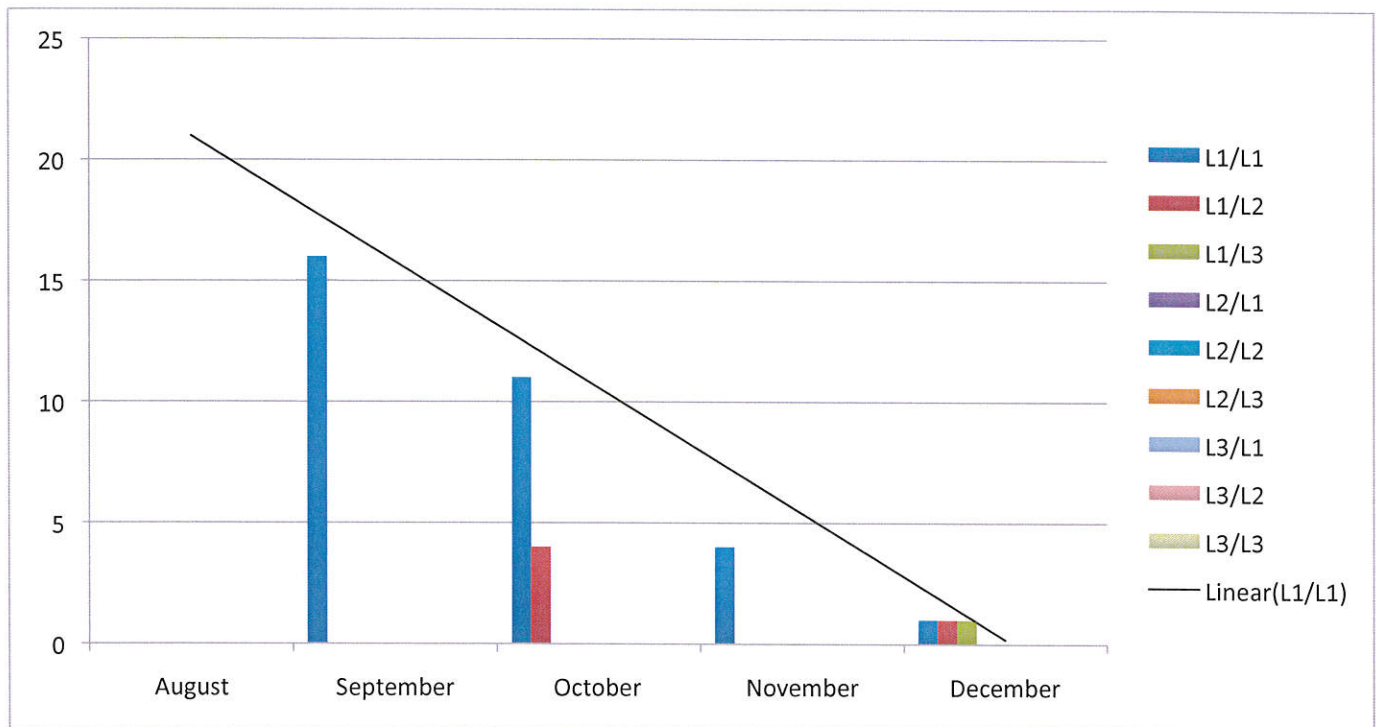
***Based on Ace Problem Solving Referrals, behaviors have decreased in grades 10 and 11 from August to December. Behaviors in 9th Grade show a slight trend of increasing.**

Total Ace Problem Solving Forms completed by Teacher



***Ace Referrals completed by individual teachers by month indicate that behavior in the classrooms are declining or stabilized while behavior during more unstructured times such as the lunchroom/PE/Study Halls are increasing.**

Leveled Referrals of High School Students



***L1/L1 Referrals are the most prevalent in the High School and show a trend of declining behavior during 1st Semester.**

1. 84% of Referrals were L1/L1
2. 13% of Referrals were L1/L2
3. 3% of Referrals were L1/L3
4. 0% of Referrals were L2/L1
5. 0% of Referrals were L2/L2
6. 0% of Referrals were L2/L3
7. 0% of Referrals were L3/L1
8. 0% of Referrals were L3/L2
9. 0% of Referral were L3/L

Ace Expectations

Goal 1: Arrive to class prepared and on-time

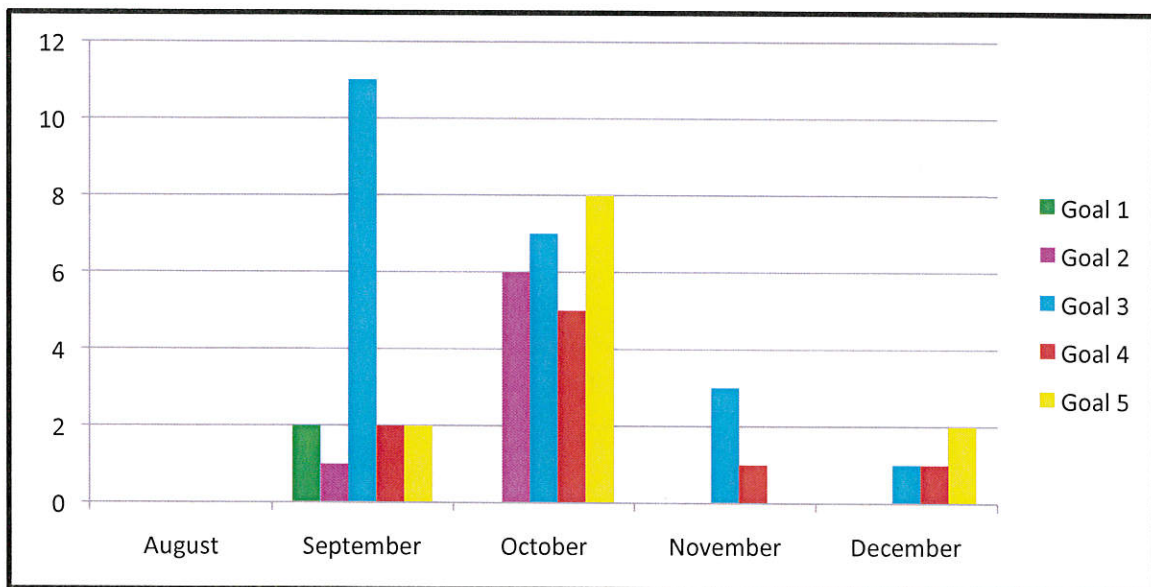
Goal 2: Use work time appropriately

Goal 3: Complete assigned task on time with proficiency

Goal 4: Demonstrate respect for people and property

Goal 5: Respond appropriately to teacher directives

Ace Goals Not Met by Referred High School Student



Goal #3 is most prevalent in the High School and may suggest a need for more direct instruction of the behavioral expectation and strategies for students to achieve it.

2. Goal #5 is the 2nd most referred behavior
3. Goal #4 is the 3rd most referred behavior
4. Goal #2 is the 4th least referred behavior
5. Goal #1 is the least referred behavior