

Regular March Meeting

Monday, March 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 from the January 14th Regular Board Meeting

Motion to approve minutes from the January 14th Regular Board Meeting passed with a motion by Raquel Felzien and a second by Scott Herrick.
John Siel: Abstain (With Conflict), Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea
3. Consider and approve minutes from the February 11th Regular Board Meeting

Motion to approve the the minutes from the February 11th Board Meeting 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
4. Consider and approve minutes from the Special March 6th Board Meeting
5. Consider and approve the current board meeting agenda

Motion to approve the current month's board meeting agenda as presented passed with a motion by 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
6. Consider and approve bills

Motion to approve bills as presented passed with a motion by Raquel Felzien and a second by James Haussermann.
Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea

 - 6.1. Consider and approve R & R repair bill in the amount of \$133.21

Motion to approve bill from R & R passed with a motion by Raquel Felzien and a second by John Siel.
Scott Herrick: Abstain (With Conflict), Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Kim Molzahn: Yea, John Siel: Yea
 - 6.2. Consider and approve bill from H&Y Leveling in the amount of \$1275 for snow removal

Motion to consider and approve bill from H&Y Leveling passed with a motion by John Siel and a second by Kim Molzahn.
Scott Herrick: Abstain (With Conflict), Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Kim Molzahn: Yea, John Siel: Yea
7. Visitors' Comments
8. Reports
 - 8.1. Principal's Report
 - 8.2. Superintendent's Report
 - 8.3. Board Members' Reports
 - 8.4. Committee Reports

9. New Business

9.1. Planning

9.2. Policy Review

10. Action Items

10.1. Consider and approve renewal of insurance coverage with Dorn Insurance Agency

Motion to approve renewal of insurance coverage with Dorn Insurance Agency passed with a motion by Kim Molzahn and a second by John Siel.

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

10.2. Consider and approve second 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 Scott Herrick and a second by Raquel Felzien.

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

10.3. Consider and approve first reading of Board policies in 7000 series

Motion to adopt the Board policies in 7000 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 John Siel and a second by Kim Molzahn.

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

10.4. Consider and approve renewal of annual rubber roofing maintenance agreement with Ziemba Roofing

Motion to approve renewal of annual rubber roofing maintenance agreement with Ziemba Roofing 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

10.5. Consider and approve contract for Adam Boettcher as 7-12 Principal/Activities Director for the 2013-14 School Year (Possible Executive Session)

Motion to approve 7-12 principal's contract as discussed passed with a motion by Raquel Felzien and a second by Scott Herrick.

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

10.6. Consider and approve contract for Shelley Kahrs as Pre-K through 6th Grade Principal for the 2013-14 School Year (Possible Executive Session)

Motion to approve contract for Shelley Kahrs as Pre-K through 6th Grade Principal for the 2013-14 School Year as discussed 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

11. Discussion Items

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

11.2. Safety & Security Upgraded (Possible Executive Session)

11.3. Staff Appreciation

11.4. Summer Projects

11.5. 2013-14 School Calendar Draft

12. Positive Comments

13. Adjournment

Motion to adjourn at 9:13 PM passed with a motion by John Siel and a second by Kim Molzahn.

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 to go into executive session to avoid needless injury to the reputation of employee was made by Raquel Felzien and second by Scott Herrick. The motion to go into executive session was repeated by Board President Ron Fritson. The board entered into executive session at 7:15 PM and came out of executive session at 7:53 PM. No further action was taken on the superintendent's contract. The item was tabled until the 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

Motion to enter into executive session for the purpose of discussing the possible deployment of safety measures at Franklin Public Schools was made by Kim Molzahn and second by Scott Herrick. The motion to enter executive session

was repeated by Ron Fritson. The board entered into executive session at 10:50 PM and came out of executive session at 11:25 PM.

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.

Franklin Public Schools Board Of Education Meeting Minutes

February Board Meeting

February 11, 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
John Siel

1. Call the meeting to order

The regular, February 11th, 2013, meeting of the Franklin Public School Board was opened by Board President Ron Fritson at 7:00 PM.

1.1. Roll Call

The regular, February 11th, 2013, meeting of the Franklin Public School Board was called to order by Board President Ron Fritson. Board Member John Siel was sworn in as a duly elected official at the February meeting.

1.2. Verification of Open Meetings Act Notice

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

1.3. Verification of publication of meeting notice

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

2. Consider and approve minutes of previous meeting

No action was taken due to an error in the minutes. The minutes will be resubmitted for approval at the March 11th Board 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.

4. Consider and approve bills

Motion to approve bills as presented passed with a motion by Raquel Felzien and

a second by John Siel.

4.1. Consider and approve R & R repair bill in the amount of \$?????

No R & R bill for the month of February. No action taken.

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.

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.

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.

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.

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.

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

Thanks to Dorn Insurance Agency for the generous donation to support the state

wrestlers on their trip to the State Wrestling Tournament. -Ken Schroeder, Superintendent

Congratulations to the FCCLA Star Projects that are going to the state level competition. -Raquel Felzien, Board Member

Congratulations to the FFA Students who are going on to the state level competition. -James Haussermann

The band has gotten better with each game. Mr. Price and the band students continue to improve. -James Haussermann.

Thanks to Ryan Hoffman for putting in the extra time and effort of "two a days" for our wrestlers. He is doing a great job with the wrestling program. Congratulations to the 5 state qualifiers. -James Haussermann

Brittany Plank's "tile art" is tremendous. She did a fantastic job with that art project. -Ron Fritson

The staff of Franklin Public Schools is to be commended on the success that is being initially indicated by the positive behavioral support data. Their hard work and dedication to kids is paying off. -Kim Molzahn

11. Adjournment

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

Franklin Public Schools Board Of Education Meeting Minutes

Special March Meeting to Interview High School Principal Candidates

March 06, 2013 @ 1:00 PM

Franklin Public Schools Media Center

Board Members Present & Absent

Attendance Taken at 12:49 PM:

Present Board Members:

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

1. Call the meeting to order

The special, March 6th, 2013, meeting of the Franklin Public School Board was opened by Board President Ron Fritson at 12:47 PM.

1.1. Roll Call

The special, March 6th, 2013, meeting of the Franklin Public School Board was called to order by Board President Ron Fritson.

1.2. Verification of Open Meetings Act Notice

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

1.3. Verification of publication of meeting notice

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

2. Consider and approve the special board meeting agenda

Motion to approve the current month's board meeting agenda as presented passed with a motion by Raquel Felzien and a second by James Haussermann.

3. Discussion Items

3.1. Interview 7-12 High School Principal Candidates

The Franklin School Board Members interviewed the selected 7-12 Principal

Applicants and took input from the staff, community members, parents, students, and administration who also interviewed the candidates.

4. Adjournment

Motion to adjourn at 6:30 PM passed with a motion by Raquel Felzien and a second by Scott Herrick.

BOARD OF EDUCATION

Franklin Public Schools

District 506

Franklin, Nebraska 68939

Regular Meeting

7:00 PM
March 11, 2013
Media Center

REMINDERS - -

BILLS COMMITTEE:

Raquel & Ron

February & March

*R & R claim \$133.21

*H Y Leveling \$1275.00

General Fund

February 28, 2013

Check Beg Balance	1/31/2013	\$684,756.32	
	Claims 2/2013 Mtg	(\$35,576.10)	
	Febr Local PPd Claims	(\$11,940.50)	
	February Payroll	(\$279,172.06)	
Lunch Fund Reim for Jan/Febr Payroll		\$10,005.01	
	Dir Dep's, Deposits & Int	\$348,748.57	
	CD moved to Checking	\$0.00	
End of Month Checking Balance			\$716,821.24
	2/28/13 Investments	\$923,156.17	
	2/2013 Interest	\$106.94	
	Less CD moved to Checking	\$0.00	
	2/28/13 Investment Total		\$923,263.11
Total General Fund 2/28/13			\$1,640,084.35

	Checking FSB 2/28/13	\$814,116.03		
	Less Outstanding checks	(\$97,294.79)		
	2/28/2013		\$716,821.24	
FSB	CD # 33723	\$105,854.62	5/1/2013	3 Mths
FSB	CD # 34031	\$310,832.18	4/1/2013	3 Mths
FSB	CD # 34032	\$312,756.32	4/1/2013	6 Mth
SCSB	CD # 402352	\$120,978.64	3/1/2013	Mthly
SCSB	CD # 402354	\$72,841.35	3/1/2013	Mthly
	Investment Total 2/28/13		\$923,263.11	
Recon Total	2/28/2013		\$1,640,084.35	

Regular; Processing Month 02/2013; 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	113,237.28	1,405,279.66	51.52	1,322,098.34
01 1115	CARLINE TAX	0.00	0.00	67.52	0.00	(67.52)
01 1125	MOTOR VEHICLE TAX	100,000.00	45,396.33	83,153.83	83.15	16,846.17
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	340.00	1,960.00	0.00	(1,960.00)
01 1410	INTEREST	20,000.00	285.57	4,947.77	24.74	15,052.23
01 1610	LOCAL LICENSES AND FEES	1,000.00	0.00	1,350.00	135.00	(350.00)
01 1620	POLICE COURT FINES	0.00	0.00	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	159,261.18	1,496,828.78	52.52	1,353,049.22
01 2110	COUNTY FINES AND LIC. FEES	5,000.00	559.25	2,549.75	51.00	2,450.25
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	860.16	0.00	(860.16)
01 2160	PRO-RATE MOTOR VEHICLES	0.00	0.00	2,025.05	0.00	(2,025.05)
Subtotal: COUNTY AND ESU RECEIPTS		5,000.00	559.25	5,434.96	108.70	(434.96)
01 3110	STATE AID	951,513.00	95,151.40	570,908.40	60.00	380,604.60
01 3120	S.P.E.D.	150,000.00	43,327.00	112,742.00	75.16	37,258.00
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	1,464.45	1,464.45	0.00	(1,464.45)
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	39,391.30	39,391.30	112.55	(4,391.30)
01 3300	IN-LIEU OF SCH. LAND TAX	5,000.00	6,613.53	9,211.78	184.24	(4,211.78)
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	185,947.68	755,924.93	64.17	422,088.07
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	1,085.16	4,746.13	94.92	253.87
01 4455	MEDICAID ADMIN. ACTIV.	50,000.00	0.00	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	1,085.16	96,737.32	41.34	137,262.68
01 5200	LONG TERM LOANS	337,665.00	0.00	0.00	0.00	337,665.00
01 5300	INSURANCE ADJUSTMENTS	48,000.00	922.00	922.00	1.92	47,078.00
01 5400	SALE OF PROPERTY	100.00	0.00	3,094.50	3,094.50	(2,994.50)

Revenue Summary Report
Processing Month: 02/2013
Regular; Processing Month 02/2013; 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	922.00	4,221.50	1.09	381,543.50
	Fund Total:	4,652,656.00	347,775.27	2,359,147.49	50.71	2,293,508.51

Lunch Fund**February 28, 2013**

Balance on hand:	1/31/13	\$29,442.39
Receipts:	Meals, milk & juice	\$7,514.63
	Transfer from General Fund	\$0.00
	Fed Reim	\$8,906.29
	State Reim	\$492.25
	Interest Checking	\$4.94
	Misc Deposits AF Reim's to Lunch	\$154.12
Disbursements:	Claims	(\$9,232.22)
	Payroll Jan & Febr Reim to GF	(\$10,005.01)
		\$0.00
Balance on hand:	2/28/13	\$27,277.39
Reconciliation:		
FSB	Super Now Acct Ckg	\$28,696.51
	plus outstanding deposits	\$0.00
	less outstanding checks	(\$1,419.12)
Recon Total	2/28/13	\$27,277.39
	outstanding claims	(\$6,681.09)
	Payroll estimate /Mar	(\$6,000.00)
	outstanding Receipts	\$0.00
	Net Estimate Cash Resource	\$14,596.30

Building Fund**February 28, 2013**

Balance on hand:	1/31/13	\$93,276.80
Receipts:	Interest	\$3.61
	Misc	\$0.00
Disbursements:		\$0.00
Balance on hand:	2/28/13	\$93,280.41

Reconciliation:			Matures	Next Mature
FSB	Super Now Acct Ckg	\$7,502.45	NA	NA
	C#33233	\$34,485.61	3 Mths	4/2/13
	C#33381	\$10,682.50	Mthly	4/1/13
SCSB	C#404520	\$40,609.85	12 Mths	10/1/13
Recon Total	2/28/13	\$93,280.41		

Depreciation Fund**February 28, 2013**

Balance on hand:	1/31/13	\$128,529.23
Receipts:		\$0.00
Disbursements:	Claims	\$0.00
Balance on hand:	2/28/13	\$128,529.23

Reconciliation:		
FSB Checking	2/28/13	\$128,529.23
	plus outstanding dep	\$0.00
	less outstanding chks	\$0.00
Recon Total	2/28/13	\$128,529.23

Employee Benefit/Unemployment Ins Fund**February 28, 2013**

Balance on hand:	1/31/13	\$9,049.23
Receipts:	Interest	\$0.00
Disbursements:		\$0.00
Balance on hand:	2/28/13	\$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	2/28/13	\$9,049.23		

Cafeteria Plan**February 28, 2013**

Balance on hand:	1/31/13	\$41,025.99
Receipts:	Transfer frm General Fund for 2012-13SY	\$0.00
	Reim from Employees Payroll	\$3,053.32
	Reim from Employees Non-Qualified Exp	\$168.27
Disbursements:	Claim Checks 2011-12SY	\$0.00
	Claims Checks 2012-13SY	(\$4,882.40)
	FLEX Reim GF for Debit Card Expenses	\$0.00
	Claims Debit Cards	\$0.00
	Repayment to GF for 2011-12 SY	\$0.00
Balance on hand:	2/28/13	\$39,365.18

Reconciliation:		
FSB Checking	2/28/13	\$39,845.18
	less outstanding chks	(\$480.00)
Recon Total	2/28/13	\$39,365.18

OK 3/5/13 SR

Activity Fund Balance Report - Summary - Exclude Encumbrances
02/2013 - 02/2013

Regular, Beginning Month 02/2013; Processing Month 02/2013; Active Chart of Account Number True; Fund Number 05

05 ACTIVITY FUND

<u>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>
0001	ATHLETICS	(8,313.04)	2,174.79	1,392.46	0.00	(9,095.37)
0002	CAMPS	5,370.00	0.00	0.00	0.00	5,370.00
0003	CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00
0004	BASKETBALL/BOYS	577.50	0.00	0.00	0.00	577.50
0005	BASKETBALL/GIRLS	811.23	0.00	0.00	0.00	811.23
0006	Football	1,382.87	0.00	0.00	0.00	1,382.87
0007	GOLF	158.20	0.00	0.00	0.00	158.20
0008	TRACK/GIRLS	1,064.51	0.00	0.00	0.00	1,064.51
0010	VOLLEYBALL	1,050.48	0.00	0.00	0.00	1,050.48
0011	WRESTLING	609.21	100.00	124.00	0.00	633.21
0015	ANNUAL	(3,302.16)	800.00	0.00	0.00	(4,102.16)
0016	BAND	6,181.25	0.00	300.00	0.00	6,481.25
0017	CHEER SQUAD	480.24	0.00	0.00	0.00	480.24
0019	CONCESSIONS	2,190.83	2,302.69	1,125.68	0.00	1,013.82
0020	FCCLA	2,267.12	215.63	243.75	0.00	2,295.24
0021	FFA	8,083.71	86.54	0.00	0.00	7,997.17
0022	FOREIGN LANGUAGE	1,846.38	0.00	0.00	0.00	1,846.38
0023	FRESHMAN	496.93	0.00	0.00	0.00	496.93
0024	JUNIORS	4,225.91	178.86	1,298.04	0.00	5,345.09
0025	SENIOR BANNERS	487.88	0.00	0.00	0.00	487.88
0026	NHS	5,200.01	0.00	243.76	0.00	5,443.77
0027	OM/GIFTED	586.50	0.00	0.00	0.00	586.50
0028	SCIENCE CLUB	1,006.62	0.00	0.00	0.00	1,006.62
0029	SENIORS	847.17	0.00	0.00	0.00	847.17
0030	SOPHMORES	922.09	0.00	0.00	0.00	922.09
0031	STUDENT COUNCIL	816.95	0.00	0.00	0.00	816.95
0032	VOCAL	1,507.56	0.00	(300.00)	0.00	1,207.56
0034	CAPS/GOWNS	1,614.39	0.00	0.00	0.00	1,614.39
0037	GREENHOUSE	3,493.57	20.34	350.00	0.00	3,823.23
0038	COURTESY	75.77	91.00	200.00	0.00	184.77
0039	ELEMENTARY TEACHERS	798.58	39.32	0.00	0.00	759.26
0040	INDUSTRIAL ARTS	1,578.87	118.58	0.00	0.00	1,460.09
0041	INVESTMENTS	20,825.56	0.00	0.00	0.00	20,825.56
0043	LIBRARY	100.00	0.00	0.00	0.00	100.00
0046	SPECIAL PROJECTS	8,138.89	860.33	869.08	0.00	8,147.64
0047	SPEECH/DRAMA	(1,013.93)	249.00	284.75	0.00	(978.18)
0048	ENTREPRENEURSHIP	73.86	0.00	0.00	0.00	73.86

Activity Fund Balance Report - Summary - Exclude Encumbrances
02/2013 - 02/2013

Regular; Beginning Month 02/2013; Processing Month 02/2013; Active Chart of Account Number True; Fund Number 05

05 ACTIVITY FUND

<u>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>
0049	ACE, 40 Dev Assets	2,000.00	74.64	0.00	0.00	1,925.36
0050	IND ARTS/DONATIONS	1,283.28	0.00	0.00	0.00	1,283.28
Fund Total: 05		75,324.59	7,311.72	6,131.52	0.00	74,144.39

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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>	
<u>Checking</u>		1		
Checking		Fund: 01 GENERAL FUND		
	9923106	A-1 REFRIGERATION	02/15/2013	204.37
01 2620 314 0		HEATING WORK, Condensate Drain (2) HS	204.37	
		Vendor Total:		204.37
	1753	ALCARIS INC	02/25/2013	199.00
01 2410 690 0		MISC, Anti Bullying Software	199.00	
		Vendor Total:		199.00
	2013 0218Stmnt	ALMQUIST M.G. & LUTH	02/18/2013	100.00
01 2510 660 0		DATA PROCESSING, FLEX 2/2013	100.00	
		Vendor Total:		100.00
	2567	ALPHA REHABILITATION PC	01/31/2013	75.44
01 1216 313 1		Purch Serv Speech Ther, B Wagner	75.44	
	2572	ALPHA REHABILITATION PC	01/31/2013	99.88
01 1218 313 1		Purch Serv OT, B Wagner	99.88	
	2613	ALPHA REHABILITATION PC	02/28/2013	211.40
01 1218 313 1		Purch Pupil Serv, OT B Wagner, 2/2013	211.40	
	2631	ALPHA REHABILITATION PC	02/28/2013	156.78
01 1216 313 1		Purch Serv, Speech Ther, B Wagner	156.78	
		Vendor Total:		543.50
	25980	ARCTIC REFRIGERATION	01/16/2013	100.50
01 2620 310 0		REPAIR SERVICES, WI Freezer Fan Mtr Rpr	100.50	
	25981	ARCTIC REFRIGERATION	01/28/2013	465.35
01 2620 310 0		REPAIR SERVICES, WI Freezer Drain Pan	465.35	
		Vendor Total:		565.85
3596John	11733	ASK SUPPLY CO., LLC	02/18/2013	260.90
01 2610 410 0		SUPPLIES	260.90	
		Vendor Total:		260.90
	609040	AUTO WAY BOWL	02/05/2013	80.00
01 1100 419 0		STUDENT FEES/OTHER, L Bonham Class Bowl	80.00	
		Vendor Total:		80.00
	4698	B2ENVIRONMENTAL	02/05/2013	600.00
01 2620 310 0		REPAIR SERVICES, AHERA 3 YR Reinspect	600.00	
		Vendor Total:		600.00

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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>	
	3312048	BLUE CROSS BLUE SHIELD OF NEBRASKA	02/15/2013	459.54
01 1100 230 2		HEALTH INS, R Lienemann, 3/2013	459.54	
Vendor Total:				459.54
3602Dave	48323748RI	CAROLINA BIOLOGICAL SUPPLY	02/27/2013	22.02
01 1100 418 2		Vo Ag 7" Plain PailPack	22.02	
Vendor Total:				22.02
	2013 0224Stmnt	CHARTER COMMUNICATIONS	02/24/2013	335.83
01 1100 382 2		DISTANCE ED, 2/2013 MBPS Optic Ethr Intr	1,570.00	
01 1100 382 2		DISTANCE ED, Ne Univ Serv	21.83	
01 1100 382 2		DISTANCE ED, Adj	(1,256.00)	
Vendor Total:				335.83
	2013 0228Stmnt	CITY OF FRANKLN	02/28/2013	6,497.30
01 2610 322 0		ELECTRICITY	5,835.30	
01 2610 323 0		WATER & SEWER	188.00	
01 2610 324 0		GARBAGE DISPOSAL	474.00	
Vendor Total:				6,497.30
	208109802979	CLASSROOM DIRECT	02/04/2013	24.57
01 1100 410 1		SUPPLIES	12.28	
01 1100 410 2		SUPPLIES	12.29	
Vendor Total:				24.57
	2013 0225	COLE, SONDRRA	02/25/2013	68.93
01 2760 332 0		MILEAGE TO PARENTS, Tif to CCC	68.93	
Vendor Total:				68.93
	14892860	COMFORT INN AT THE ZOO	02/25/2013	1,799.82
01 2190 670 0		TRAVEL/MILEAGE, St WR Rooms	1,799.82	
Vendor Total:				1,799.82
	21581	COMPUTER HARDWARE INC.	02/12/2013	79.00
01 2620 310 0		REPAIR SERVICES, Charger St Laptop	79.00	
Vendor Total:				79.00
3487Pat	237446A	ConServ Flag Co	02/05/2013	168.48
01 2610 410 0		SUPPLIES, Flags	168.48	
Vendor Total:				168.48
3220Brittany	23212	CREATIVE TEACHER	03/02/2013	56.40
01 1100 410 1		SUPPLIES, K Roundup	56.40	
Vendor Total:				56.40
	2013 0225Stmnt	CULLIGAN OF KEARNEY	02/25/2013	10.50

<u>PO Number</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Amount</u>	
01 2610 410 0		SUPPLIES, Rent Cold,Rm Temp Cooler	10.50	
Vendor Total:				10.50
3485Pat	41268A	DECKER INC.	01/31/2013	46.74
01 2610 410 0		SUPPLIES	46.74	
Vendor Total:				46.74
	2013 0205Stmnt	DON QUINN PLUMBING SERV	02/05/2013	564.98
01 2620 312 0		PLUMBING WORK	564.98	
Vendor Total:				564.98
3484Pat	656934-1	DUTTON-LAINSON CO.	02/13/2013	738.26
01 2610 410 0		SUPPLIES, Lamps, ballast	738.26	
Vendor Total:				738.26
	60646590	EAKES OFFICE PLUS	02/21/2013	124.00
01 2410 410 0		SUPPLIES, Staples	124.00	
	6069489-0	EAKES OFFICE PLUS	02/28/2013	62.02
01 2410 410 0		SUPPLIES	62.02	
Vendor Total:				186.02
	2013 0227Stmnt	ESU #9	02/27/2013	4,408.48
01 1219 313 2		Purch Pupil Serv, 18+Billiar,Hardt,Wlsn	4,411.03	
01 1219 313 2		PurchPupilServ, 18+ Credit, 9/2012	(2.55)	
Vendor Total:				4,408.48
	2013 0220Stmnt	ESU 10	02/20/2013	110.00
01 1100 319 0		IN-SERVICE/PROF Dev. C Rocker, Simmons	110.00	
Vendor Total:				110.00
	1213 -1-8	ESU 11	03/04/2013	1,732.45
01 3540 313 0		0-2 Early Chldhd Purch PUPIL SERVICES	1,732.45	
	1213-2-8	ESU 11	03/04/2013	53,206.60
01 1216 313 1		Purch Serv, Speech Path	20,160.00	
01 1200 313 0		Purch Pupil Serv, School Psych	15,435.00	
01 1200 313 0		Purch Pupil Serv, Prog Supervision	3,345.02	
01 1200 313 0		Purch Pupil Serv, Transition	1,713.25	
01 1218 313 1		Purch Pupil Serv, OT	4,504.50	
01 1100 319 0		IN-SERVICE/PROF. DEV.	270.33	
01 1219 313 2		Purch Pupil Serv New View Level 3	7,778.50	
	1581	ESU 11	02/04/2013	4,288.00
01 1310 313 0		High Ability Learners	4,288.00	

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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>	
	1594	ESU 11	02/07/2013	250.00
01 2510 660 0		Tech Consult DATA PROC, Flyers Domain	250.00	
		Vendor Total:		59,477.05
	958	FAMILY P.T. & SPORTS	02/05/2013	90.08
01 1240 319 0		Purch Serv, PT/K Rewerts 0-3, Jan 2013	90.08	
		Vendor Total:		90.08
	2013 0227stmnt	FRANKLIN AUTO PARTS	02/27/2013	604.95
01 2610 410 0		SUPPLIES	82.70	
01 2750 336 0		GAS & OIL	59.88	
01 2750 337 0		TIRES & PARTS, Heater Booster Pump 07Bus	445.03	
01 2750 690 0		MISC, Wipers 07 IHC Bus	17.34	
		Vendor Total:		604.95
	2013 0131stmnt	FRANKLIN COUNTY CHRONICLE	01/31/2013	411.51
01 2510 350 0		ADVERTISING/PRINTING	411.51	
		Vendor Total:		411.51
	2013 0207stmnt	FRONTIER	02/07/2013	566.12
01 2510 342 0		TELEPHONE	566.12	
		Vendor Total:		566.12
	763862	H Y LEVELING	03/04/2013	1,275.00
01 2620 310 0		REPAIR SERVICES, Snow Removal	1,275.00	
		Vendor Total:		1,275.00
	2013 0220Mileag	HAUSSERMANN, RENEE	02/20/2013	51.98
01 1100 670 2		TRAVEL/MILEAGE, 92@.565 ESU Mtg	51.98	
		Vendor Total:		51.98
	XB21044	HOBART	02/14/2013	314.45
01 2620 310 0		REPAIR SERVICES, Dishwasher	314.45	
		Vendor Total:		314.45
	2013 0325 #21	HOMETOWN LEASING	03/01/2013	1,581.36
01 5000 610 0		REDEMPTION OF PRINCIPAL	1,581.36	
		Vendor Total:		1,581.36
	15552368	JOSTENS INC	02/13/2013	176.21
01 2190 410 2		SUPPLIES, Covers Diplomas	176.21	
		Vendor Total:		176.21

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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>	
3437Marcus	566090	LIBERTY CLEANERS & LAUNDERERS	01/10/2013	502.22
01 1100 411 2		BAND, Uniforms Cleaning	502.22	
		Vendor Total:		502.22
	2013 0304	LIESKE PHARMACY	03/04/2013	32.09
01 1100 690 0		MISC, Med Sup, Lice	32.09	
		Vendor Total:		32.09
	2013 0220	MARKS, BRITTANY	02/20/2013	29.00
01 2190 630 2	Chrlldr	Dues/Entries/Fees-OTHER, Chrlldr Admis BB	29.00	
		Vendor Total:		29.00
	50372485	MATHESON TRI-GAS, INC	01/31/2013	31.70
01 1100 413 2		INDUSTRIAL ARTS	15.85	
01 1100 418 2		Vo Ag	15.85	
3491Dave	6273435	MATHESON TRI-GAS, INC	01/31/2013	31.96
01 1100 418 2		Vo Ag Huntsman HeadGear	31.96	
		Vendor Total:		63.66
	2864	MIDWEST MARKETING	02/04/2013	25.00
01 2620 530 0		FURNITURE/EQUIPMENT, Mats	25.00	
		Vendor Total:		25.00
	13982	MIERAU & CO PC	01/31/2013	428.39
01 2510 660 0		DATA PROC, Payroll Jan	350.00	
01 2510 660 0		DATA PROC, Checks	78.39	
	14064	MIERAU & CO PC	02/28/2013	350.00
01 2510 660 0		DATA PROC, Payroll 2/2013	350.00	
		Vendor Total:		778.39
	AXT0113	MOSAIC	02/06/2013	2,553.84
01 1200 370 1		TUITION PD OTH AGENCIES SP ED, B Wagner	2,553.84	
		Vendor Total:		2,553.84
3483KEN	204537	NASP, INC	02/18/2013	500.00
01 1100 415 2		PHYSICAL EDUCATION, Archery	500.00	
		Vendor Total:		500.00
3420Connie2	3785370	NCS PEARSON INC	10/05/2012	200.03
01 1200 410 0		SUPPLIES, Assessments, C Rocker	200.03	
		Vendor Total:		200.03
3492Diana	339447	NETA	02/11/2013	125.00
01 2410 630 0		DUES/ENTRIES/FEES, Conf Reg, D Hammer	125.00	
		Vendor Total:		125.00

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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>	
	2013 0302Stmnt	OK TIRE STORE	03/02/2013	903.50
01 2750 337 0		TIRES & PARTS, 2010 White Ford Van	15.50	
01 2750 337 0		TIRES & PARTS, 07 Bus tires	888.00	
		Vendor Total:		903.50
	2211- 20130228	ONE SOURCE	02/28/2013	30.00
01 2320 690 0		MISC, M Hunt, R McNiff	30.00	
	221120121231	ONE SOURCE	12/31/2012	35.00
01 2320 690 0		MISC, Z Rogers	35.00	
		Vendor Total:		65.00
	2013 0227Stmnt	PLANK LUMBER & HARDWARE	02/27/2013	43.76
01 2620 410 0		SUPPLIES, Grounds	35.16	
01 2610 410 0		SUPPLIES, Cust	6.11	
01 1100 413 2		INDUSTRIAL ARTS, Supplies	2.49	
		Vendor Total:		43.76
	34081	PROTEX CENTRAL INC.	02/22/2013	72.20
01 2620 310 0		REPAIR SERVICES, Battery	72.20	
	34591	PROTEX CENTRAL INC.	02/28/2013	59.85
01 2620 310 0		REPAIR SERVICES, Rechrq Fire Exts	59.85	
		Vendor Total:		132.05
	2013 0131Stmnt	R & R SALES & SERVICE	01/31/2013	133.21
01 2620 410 0		SUPPLIES, S James	133.21	
		Vendor Total:		133.21
	2013 0222HomeEc	RIGHTWAY	02/22/2013	18.67
01 1100 418 2		FCS Supplies	18.67	
	2013 0222Office	RIGHTWAY	02/22/2013	1,089.14
01 1100 410 1		SUPPLIES, A Dreher	28.68	
01 2620 410 0		SUPPLIES, Stacey	18.70	
01 1100 416 2		SCIENCE, S Kahrs	5.70	
01 2620 410 0		SUPPLIES, Stacey	23.96	
01 1310 410 0		SUPPLIES, Spelling Bee	19.98	
01 2620 410 0		SUPPLIES, Salt	205.35	
01 1100 410 2		SUPPLIES, B Cleveland	54.82	
01 1100 410 2		SUPPLIES, B Cleveland	81.47	
01 2610 410 0		SUPPLIES, Cust	605.67	
01 1100 410 2		SUPPLIES, K Schmidt	36.11	
01 1310 410 0		SUPPLIES, FPS	8.70	
		Vendor Total:		1,107.81
	2013 0209Reim	ROCKER, DAVID	02/09/2013	33.96

Board Report - Detail

Unposted; Batch Description 2013 0311 General Fund Claims To Pay

<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 1100 418 2		Vo Ag, Reim for Soil	33.96	
Vendor Total:				33.96
01 2320 670 0	2013 0206Mileag	SCHROEDER, KENNETH TRAVEL/MILEAGE, 102@.565 Ins Mtg	02/06/2013 57.63	57.63
01 2320 670 0	2013 0207Mileag	SCHROEDER, KENNETH TRAVEL/MILEAGE, 62@.565 ESU Mtg	02/07/2013 35.03	35.03
01 2320 670 0	2013 0218Mileag	SCHROEDER, KENNETH TRAVEL/MILEAGE, Reim92@.565 ESU Mtg	02/18/2013 51.98	51.98
Vendor Total:				144.64
01 1218 313 2	2013 0228Stmnt	Schutz, Jennifer PurchPupil Serv, OT, M Ignowski	02/28/2013 134.50	134.50
Vendor Total:				134.50
01 2750 338 0	9100	SHAD'S AUTO, INC. VEHICLE REPAIRS, 3rd Qtr 5 Bus Inspec	02/14/2013 218.00	218.00
Vendor Total:				218.00
01 2610 321 0	201090827740	SOURCE GAS FUEL/NATURAL GAS, Greenhouse	02/28/2013 521.10	521.10
01 2610 321 0	201624688841	SOURCE GAS FUEL/NATURAL GAS, Main	02/28/2013 3,296.56	3,296.56
01 2610 321 0	201624688842	SOURCE GAS FUEL/NATURAL GAS, Bus Barn	02/28/2013 341.82	341.82
Vendor Total:				4,159.48
01 1100 382 2	795852	STATE OF NEBRASKA DISTANCE EDUCATION	02/01/2013 222.15	222.15
Vendor Total:				222.15
01 1240 410 0	2013 05LICENSE	STATE OF NEBRASKA SUPPLIES, Child Care Lic	03/05/2013 25.00	25.00
Vendor Total:				25.00
01 1100 418 2	3488Dave 138782IN	SUPERIOR GROWERS SUPPLY Vo Ag Lamp HPS 1000W	02/01/2013 143.95	143.95
01 1100 418 2	3488Dave2 138783IN	SUPERIOR GROWERS SUPPLY Vo Ag Light rail 3.5 Mtr	02/04/2013 209.95	209.95
Vendor Total:				353.90
01 2510 342 0	5571714	VERIZON BUSINESS TELEPHONE	02/25/2013 202.40	202.40

<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>	
			Vendor Total:	202.40
	2868462079	VERIZON WIRELESS	02/07/2013	252.08
01 2510 342 0		TELEPHONE	252.08	
			Vendor Total:	252.08
	2013	WEISS, JANET	02/07/2013	50.85
	0207Mileag			
01 2410 670 0		MILEAGE/TRAVEL, 90@.565 ESU	50.85	
		Mtg		
			Vendor Total:	50.85
	2013	WOODWARD'S DISPOSAL SERV INC	02/23/2013	47.50
	0223Stmnt			
01 2510 690 0		MISC, Doc Destruction	47.50	
			Vendor Total:	47.50
			Fund Total:	95,718.22
			Checking Account Total:	95,718.22

<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	
CAMBIUM LEARNING GROUP	1080680	1517	100.74
01 4200 410 0	SUPPLIES, Sound Prtnrs, D DeJonge		100.74
		Vendor Total:	100.74
CENTRAL COMM. COLLEGE	2013 0228Action	1542	302.50
01 2120 630 0	DUES/ENTRIES/FEES, Actions Day 29 Stdts		302.50
		Vendor Total:	302.50
CLINCH ENTERPRISES	939809	1518	45.40
01 2610 410 0	SUPPLIES, DustMop Refills Shop Custodial		45.40
		Vendor Total:	45.40
DEARBORN NATIONAL LIFE INSURANCE COMPANY	2013 0201Stmnt	1541	249.91
01 1100 260 1	LIFE INSURANCE		59.10
01 1100 260 2	LIFE INSURANCE		94.81
01 1190 260 0	LIFE INSURANCE		6.00
01 1200 260 1	LIFE INSURANCE		8.10
01 1200 260 2	LIFE INSURANCE		14.10
01 1310 260 0	LIFE INSURANCE		1.20
01 2120 260 0	LIFE INSURANCE		1.80
01 2222 260 0	LIFE INSURANCE		4.80
01 2320 260 0	LIFE INSURANCE		10.20
01 2410 260 1	LIFE INSURANCE		6.00
01 2410 260 2	LIFE INSURANCE		1.80
01 2610 260 0	LIFE INSURANCE		18.00
01 4200 260 0	LIFE INSURANCE		6.00
01 4310 260 0	LIFE INSURANCE		6.00
01 4593 260 1	LIFE INSURANCE		6.00
01 9001 260 0	Life INSURANCE		6.00
		Vendor Total:	249.91
EMBASSY SUITES LINCOLN	2013 0228BAND	1519	298.00
01 1100 670 2	TRAVEL/MILEAGE, NSBA M Price Room		298.00
		Vendor Total:	298.00
FRANKLIN AUTO PARTS	2013 0130Stmnt	1520	67.22
01 2620 410 0	SUPPLIES		67.22
		Vendor Total:	67.22
FRANKLIN STATE BANK	2013 0207WR	1514	840.00
01 2190 630 2	Dues/Entries/Fees-OTHER, Dist WR Meals		840.00
FRANKLIN STATE BANK	2013 0211WR	1532	1,260.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
01 2190 630 2	Dues/Entries/Fees-OTHER, St WR Meals		1,260.00
FRANKLIN STATE BANK	2013	1521	224.00
	0213Nat1Sc		
01 2190 634 2	Fees-SCIENCE, Natl Sci Fair Meal Money		224.00
Vendor Total:			2,324.00
HOLDREGE PUBLIC SCHOOLS	2013	1516	150.00
	0208Music		
01 2190 631 2	Dues/Entries/Fees-MUSIC, Music Festival		150.00
Vendor Total:			150.00
HOMETOWN LEASING	2013 0212	1535	1,581.36
	#20		
01 5000 610 0	REDEMPTION OF PRINCIPAL, Copier Pymt #20		1,581.36
Vendor Total:			1,581.36
KEARNEY HUB	2013 0203	1523	289.50
	Stmnt		
01 2510 350 0	ADVERTISING/PRINTING, Princ Ad		289.50
Vendor Total:			289.50
MERIDIAN PUBLIC SCHOOL	2013 02Honor	1538	80.00
	Bd		
01 1100 411 2	BAND, MS Honor Band		80.00
Vendor Total:			80.00
Minden High School	2013	1533	16.00
	0212Cheer		
01 2190 630 2	Dues/Entries/Fees-OTHER, Chrldrs DistGBB		16.00
Vendor Total:			16.00
OK TIRE STORE	2013	1522	15.00
	0204Stmnt		
01 2760 337 0	Tires Repair, Silver Dodg MiniVan		15.00
Vendor Total:			15.00
OMAHA WORLD HERALD	10304-130131	1524	316.00
01 2510 350 0	ADVERTISING/PRINTING, Princ Ad		316.00
Vendor Total:			316.00
PLANK LUMBER & HARDWARE	2013	1525	17.26
	0129Stmnt		
01 2620 410 0	SUPPLIES		17.26
Vendor Total:			17.26
PRINCIPAL LIFE/DEPT. 900	2013	1526	1,090.32
	0201Stmnt		
01 1100 290 1	DISABILITY INSURANCE		220.79
01 1100 290 2	DISABILITY INSURANCE		401.14

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
01 1190 290 0	DISABILITY INSURANCE		18.10	
01 1200 290 1	Disability Ins, OTHER BENEFITS		39.33	
01 1200 290 2	Disability Ins, OTHER BENEFITS		70.46	
01 1240 290 0	DISABILITY INSURANCE		9.72	
01 1310 290 0	DISABILITY INSURANCE		5.77	
01 2120 290 0	Disability, OTHER BENEFITS		21.22	
01 2222 290 0	DISABILITY INSURANCE		23.06	
01 2320 290 0	DISABILITY INSURANCE		63.60	
01 2410 290 1	DISABILITY INSURANCE		37.74	
01 2410 290 2	DISABILITY INSURANCE		28.38	
01 2610 290 0	DISABILITY INSURANCE		43.68	
01 4200 290 0	Disability, OTHER BENEFITS		54.88	
01 4310 290 0	Disability, OTHER BENEFITS		15.43	
01 1160 290 1	OTHER BENEFITS		25.95	
01 9001 290 0	Disability, OTHER BENEFITS		11.07	
			Vendor Total:	1,090.32
PSAT/NMSQT	382007053	1527	308.00	
01 2120 630 0	DUES/ENTRIES/FEES		308.00	
			Vendor Total:	308.00
RIGHTWAY	2013	1528	1,483.43	
	0125Stmnt			
01 1100 410 1	SUPPLIES, P Sidlo Clssrm		16.39	
01 1100 410 1	SUPPLIES, A Dreher PO#3137 Clssrm		27.01	
01 1100 416 2	SCIENCE, PO 3201 Shannette Clssrm		3.85	
01 1100 690 0	MISCELLANEOUS, Medical		8.58	
01 2610 410 0	SUPPLIES		1,127.73	
01 2620 410 0	SUPPLIES		205.35	
01 2222 410 0	SUPPLIES, R Haussermann		54.27	
01 2410 410 0	SUPPLIES, Elem Honors		40.25	
			Vendor Total:	1,483.43
S.E. SMITH & SONS	2013	1540	41.98	
	0131Stmnt			
01 2610 410 0	SUPPLIES, Cust		41.98	
			Vendor Total:	41.98
SCHOOL SPECIALTY	208109786863	1529	58.14	
01 1100 410 1	SUPPLIES, laminating film		29.07	
01 1100 410 2	SUPPLIES, laminating film		29.07	
			Vendor Total:	58.14
SIEL, ROXANNE	2013	1531	50.00	
	0216SpchJ			
01 2190 632 2	Fees, Speech Judge 2/16/13		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>	
SIMMY'S LAKESIDE GRILL	91672	1515	267.50	
01 2410 410 0	SUPPLIES, PT Conf		267.50	
			Vendor Total:	267.50
UNIVERSITY OF NE-LINCOLN	2013	1536	150.00	
	HealthQues			
01 2190 630 2	Dues/Entries/Fees-OTHER, Health Quest		150.00	
			Vendor Total:	150.00
WRIGHT EXPRESS FSC	2013	1539	2,638.24	
	0131Stmnt			
01 2750 336 0	GAS & OIL		2,638.24	
			Vendor Total:	2,638.24
			Fund Total:	11,940.50
			Checking Account Total:	11,940.50

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)

Elementary/MS Principal Report

Jump Rope For Heart

Elementary students participated in the “Jump Rope For Heart” program sponsored by the American Heart Association during the week of February 4th-8th during PE classes. The students collected money from sponsors in the community for the program. Students completed jump rope activities as part of their PE class activities. Franklin students donated a total of \$2028.33 for the American Heart Association. Jacob Harrison was the top donation winner with \$258.00. Ms. Roether treated him to lunch at the Frosty Mug. The 3rd grade class was the overall top class for donations. The class was rewarded by a “free choice” day of activity in PE.

Pi Day Activities

The school staff and PTA will be sponsoring a special day for math on March 14th (Pi 3.14) Pi day. Students will be involved in playing math games from 2:00-3:20 in the afternoon. The community is invited to attend Pi Day as well. We will be offering community member’s pie and coffee in the lunchroom for a small cost to help with expenses for the day. Please spread the word in the community. We would like to have community members join us on this special day!

Good Beginnings Visits 5th Grade

The Good Beginnings group is gearing up for their annual visit to the 5th grade classroom. Both 5th grade classrooms will receive a hygiene bag containing items such as shampoo/conditioner, soap products, toothbrushes, etc. We appreciate them making the time to present to students about health and hygiene.

Kindergarten Round Up

Kindergarten Round Up is scheduled for March 28th from 10:00-11:00 in the Kindergarten room. This year parents will have a coffee time with the principal from 10:00-10:30 while students remain in the classroom with Mrs. Marks. We have 21 planning to attend on this day.

Franklin Public Schools
Insurance Coverages with Dorn Insurance Agency, Inc., through EMC

PROPERTY COVERAGE	CURRENT	PROPOSED
School and Auditorium	\$10,800,000	\$11,200,000
School and Auditorium Contents	\$2,132,000	\$2,217,300
Press Box (Football)	\$23,000	\$23,900
Press Box (Football) Contents	\$5,600	\$5,800
Concessions (Baseball)	\$34,000	\$35,400
Bus Shed 1	\$170,000	\$176,800
Bus Shed 1 Contents	\$35,500	\$36,900
Concessions Building (Football)	\$125,000	\$130,000
Concessions Building (Football) Contents	\$44,900	\$46,700
Score Board	\$6,200	\$6,400
Light and Poles (Football)	\$102,300	\$106,400
Sprinkler System (Football)	\$4,200	\$4,400
Track	\$202,900	\$211,000
Bus Shed 2	\$88,000	\$91,500
Bus Shed 2 Contents	\$14,200	\$14,800
Bleachers (Football)	\$20,700	\$21,500
Green House	\$63,000	\$65,500
Total Property Value	\$13,871,500	\$14,394,300
Total Blanket Limit (90%):	\$12,484,350	\$12,954,870

Property Coverage includes 4% Inflation Increase

CURRENT PROPERTY COVERAGES		
Agreed Amount Endorsement	90% Coinsurance	
Replacement Cost Coverage		
Cause of Loss - Special Form		
Property Coverage	Deductible \$1000	
Crime	Deductible \$250	Limit \$25,000
Business Income and Extra Expense	\$1,000,000	\$1,000,000
Property Off Premises and In Transit	\$50,000	\$50,000

GENERAL LIABILITY	CURRENT	PROPOSED
Each Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000
Damage to Premises Rented to You	\$300,000	\$300,000
Medical Expense Limit	\$5,000	\$5,000
Additional Insureds: Post-Prom and FAST		
Violent Response Expense	\$500,000	\$500,000
Employee Benefit Liability	\$1,000,000	\$1,000,000
Employee Benefit Liability Aggregate	\$2,000,000	\$2,000,000

SCHOOL BOARD LEGAL LIABILITY	CURRENT	PROPOSED
Claims Made - Retroactive Date 01/20/1990	\$1,000,000	\$1,000,000
Per Loss Deductible	\$2,500	\$2,500

EXCESS LIABILITY - UMBRELLA	CURRENT	PROPOSED
\$10,000 Retained Limit	\$4,000,000	\$4,000,000

Insurance Coverages with Dorn Insurance Agency, Inc., through EMC

AUTO COVERAGES	CURRENT	PROPOSED
Liability	\$1,000,000	\$1,000,000
Medical Payments	\$5,000	\$5,000
UM	\$1,000,000	\$500,000
UNDM	\$1,000,000	\$500,000
Comprehensive Deductible	\$100	\$100
Collision Deductible	\$250	\$250
Windshield Replacement/Repair Deductible	\$0	\$0
Garage Keepers - \$100 Deductible	\$12,000	\$12,000

Currently Autos 4/15/13 to 4/15/14
1998 IHC School Bus
1995 IHC School Bus
2006 IHC School Bus
2008 IC School Bus
2007 Ford 4-Door Van
2008 Dodge Grand Caravan - VIN 9250
2008 Dodge Grand Caravan - VIN 3752
2007 Ford E350 Club Wagon
2007 IHC School Bus
2007 GMC Sierra
2011 Ford Econoline Van
2000 Ford E350 Van
1999 International Bus w/ Thomas Body
2000 Freightliner Bus
2005 IC Corp Mdl CE200 Bus*
2010 Chevy Collins*

* New this year

INLAND MARINE - (Electronic Data Processing)		
Coverage Limit	\$60,000	\$60,000

PREMIUM	CURRENT	PROPOSED
Property	\$9,933	\$11,988
Liability	\$1,807	\$2,071
Crime	\$296	\$320
Inland Marine	\$243	\$265
Automobile*	\$5,637	\$6,161
Workers' Compensation	No Coverage	No Coverage
Umbrella	\$2,785	\$3,188
Other - Linebacker	\$1,671	\$1,750
TOTAL PACKAGE PREMIUM	\$22,372	\$25,743

*Includes endorsements made during this policy year

Franklin Public Schools
Insurance Coverages with Dorn Insurance Agency, Inc., through EMC

PROPERTY COVERAGE	CURRENT	PROPOSED
School and Auditorium	\$10,800,000	\$11,200,000
School and Auditorium Contents	\$2,132,000	\$2,217,300
Press Box (Football)	\$23,000	\$23,900
Press Box (Football) Contents	\$5,600	\$5,800
Concessions (Baseball)	\$34,000	\$35,400
Bus Shed 1	\$170,000	\$176,800
Bus Shed 1 Contents	\$35,500	\$36,900
Concessions Building (Football)	\$125,000	\$130,000
Concessions Building (Football) Contents	\$44,900	\$46,700
Score Board	\$6,200	\$6,400
Light and Poles (Football)	\$102,300	\$106,400
Sprinkler System (Football)	\$4,200	\$4,400
Track	\$202,900	\$211,000
Bus Shed 2	\$88,000	\$91,500
Bus Shed 2 Contents	\$14,200	\$14,800
Bleachers (Football)	\$20,700	\$21,500
Green House	\$63,000	\$65,500
Total Property Value	\$13,871,500	\$14,394,300
Total Blanket Limit (90%):	\$12,484,350	\$12,954,870

Property Coverage includes 4% Inflation Increase

CURRENT PROPERTY COVERAGES		
Agreed Amount Endorsement	90% Coinsurance	
Replacement Cost Coverage		
Cause of Loss - Special Form		
Property Coverage	Deductible \$1000	
Crime	Deductible \$250	Limit \$25,000
Business Income and Extra Expense	\$1,000,000	\$1,000,000
Property Off Premises and In Transit	\$50,000	\$50,000

GENERAL LIABILITY	CURRENT	PROPOSED
Each Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000
Damage to Premises Rented to You	\$300,000	\$300,000
Medical Expense Limit	\$5,000	\$5,000
Additional Insureds: Post-Prom and FAST		
Violent Response Expense	\$500,000	\$500,000
Employee Benefit Liability	\$1,000,000	\$1,000,000
Employee Benefit Liability Aggregate	\$2,000,000	\$2,000,000

SCHOOL BOARD LEGAL LIABILITY	CURRENT	PROPOSED
Claims Made - Retroactive Date 01/20/1990	\$1,000,000	\$1,000,000
Per Loss Deductible	\$2,500	\$2,500

EXCESS LIABILITY - UMBRELLA	CURRENT	PROPOSED
\$10,000 Retained Limit	\$4,000,000	\$4,000,000

Insurance Coverages with Dorn Insurance Agency, Inc., through EMC

AUTO COVERAGES	CURRENT	PROPOSED
Liability	\$1,000,000	\$1,000,000
Medical Payments	\$5,000	\$5,000
UM	\$1,000,000	\$1,000,000
UNDM	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$100	\$100
Collision Deductible	\$250	\$250
Windshield Replacement/Repair Deductible	\$0	\$0
Garage Keepers - \$100 Deductible	\$12,000	\$12,000

Current Autos 4/15/13 to 4/15/14
1998 IHC School Bus
1995 IHC School Bus
2006 IHC School Bus
2008 IC School Bus
2007 Ford 4-Door Van
2008 Dodge Grand Caravan - VIN 9250
2008 Dodge Grand Caravan - VIN 3752
2007 Ford E350 Club Wagon
2007 IHC School Bus
2007 GMC Sierra
2011 Ford Econoline Van
2000 Ford E350 Van
1999 International Bus w/ Thomas Body
2000 Freightliner Bus
2005 IC Corp Mdl CE200 Bus*
2010 Chevy Collins*

* New this year

INLAND MARINE - (Electronic Data Processing)		
Coverage Limit	\$60,000	\$60,000

PREMIUM	CURRENT	PROPOSED
Property	\$9,933	\$11,988
Liability	\$1,807	\$2,071
Crime	\$296	\$320
Inland Marine	\$243	\$265
Automobile*	\$5,637	\$6,161
Workers' Compensation	No Coverage	No Coverage
Umbrella	\$2,785	\$3,188
Other - Linebacker	\$1,671	\$1,750
TOTAL PACKAGE PREMIUM	\$22,372	\$25,743

*Includes endorsements made during this policy year

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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]

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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
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**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]

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New Construction

Facilities - Purpose

The Franklin Public Schools Board of Education intends to provide proper school facilities. Decisions regarding such facilities will be guided by the following principles:

1. Facilities will be constructed to a systematic multi-year plan developed to support the district's educational programs.
2. Facilities will be designed to satisfy instructional goals.
3. Facilities will be constructed for long-term occupancy and low maintenance costs.
4. Facilities will be designed with community use in mind.
5. Facilities will be designed in accordance with contemporary engineering technology and architectural practice.

Date of Adoption: [Insert Date]

New Construction

Facilities - Planning

The purpose of planning is to make the best possible provisions for the educational program. Decisions regarding planning and specifics for any individual building plan will start with program considerations and be adjusted as educational programs change.

Date of Adoption: [Insert Date]

New ConstructionFacilities - Guidelines for Building New Schools or Remodeling Existing Schools

Education specifications including program and space requirements are to be developed by committees of teachers, patrons and administrators who meet with architects and engineers. Upon completion, the specifications and schematic building plans shall be presented to the Board of Education for approval.

Generally, the content of a set of educational specifications would include all or part of the following items:

- a. A statement of the educational philosophy as it pertains to the specific construction project.
- b. Community and Franklin Public School District characteristics:
 - 1) What is the plan or organization and expected enrollment of the school?
 - 2) What is the construction plan for this facility?
 - 3) What special services are to be provided?
 - 4) What special provisions are needed for community use?
 - 5) What qualities are important to the functional layout of the structure?

Date of Adoption: [Insert Date]

New ConstructionFacilities - Remodeling

A plan for future building modifications shall be maintained and continuously updated for inclusion in planning for construction. These planning elements shall be followed:

1. Superintendent shall submit requests for building modifications by March 31 of each year.
2. Superintendent requests for building modifications shall be considered in terms of priorities.
3. Safety and health of students and staff will be considered when remodeling is undertaken.
4. Priorities have been established by the Board of Education when considering remodeling project needs.
 - a. Correction of safety and health deficiencies
 - b. Housing of students
 - c. Projects must meet program requirements, including outdoor space
 - d. Projects needed to maintain the integrity of current Franklin Public Schools' buildings
 - e. Repair/renovation of ancillary facilities
 - f. Parking
 - g. Security

Major remodeling may follow the same procedure as new construction but there are also alternate provisions for that work which can be done without architectural services.

Date of Adoption: [Insert Date]

New Construction

Facilities - Selection of Architect/Engineer

Architects and/or Engineers will be selected based on the recommendations of the Superintendent. The selection will be approved by the Board of Education.

Legal Reference: Neb. Rev. Stat. § 81-3445

Date of Adoption: [Insert Date]

New Construction

Facilities - Financing of Construction - Building Fund

The Franklin Public Schools Board of Education is authorized under state statutes to establish a special building fund for the purpose of acquiring sites for school buildings or purchasing existing buildings for use as school buildings and the erection, alteration, equipping and furnishing of school buildings and additions to school buildings.

Proceeds from the sale of real property will be placed in the building fund.

Interest accumulation from the current building fund balance shall remain in the fund.

Legal Reference: Neb. Rev. Stat. § 79-10,120

Date of Adoption: [Insert Date]

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement over \$40,000.00 will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. §§ 73-101 to 73-106

Date of Adoption: [Insert Date]

New Construction

Facilities - Awarding Contracts

The Superintendent shall make final recommendations to the Board of Education concerning awarding of contracts.

Date of Adoption: [Insert Date]

New Construction

Facilities - Change Orders

1. Change order requests will be initiated by the architect/owner prior to the implementation of the change contemplated.
2. Change order requests will be reviewed by the Superintendent and facilities committee, and be subject to approval by the Superintendent and facilities committee.
3. When approved, copies of change orders will be distributed to the Superintendent, the facilities committee, the contractor, and the architect.
4. All change orders will be reported as part of the Routine Business Agenda -- Progress Report on Construction Projects.

Date of Adoption: [Insert Date]



ZIEMBA ROOFING COMPANY

806 West 17th Street • P.O. Box 2043
Hastings, Nebraska 68902-2043
(402) 462-8382 • FAX (402) 463-6179

Proposal

Date

March 4, 2013

Project Name/Location

Annual Roof Maintenance Program
(March 1, 2013 – March 1, 2014)

To:

Ken Schroeder, Supt.
Franklin Public Schools
1001 M Street
Franklin, NE. 68939-1199

ROOF MAINTENANCE PROGRAM: SERVICE PROVIDED AS FOLLOWS:

1. SEMI-ANNUAL INSPECTIONS & MISCELLANEOUS MAINTENANCE

- A. COMPLETE INSPECTION OF LOW-SLOPED MEMBRANE ROOF AREAS.
- B. COMPLETE MINOR REPAIRS IDENTIFIED DURING INSPECTION.
- C. REMOVE DEBRIS FROM ROOF, ROOF DRAINS, ETC. AS NEEDED.
- D. COMMUNICATE WITH SCHOOL MAINTENANCE STAFF TO IDENTIFY ANY AREAS OF MOISTURE PENETRATION.

2. REQUESTED SERVICE CALLS

- A. PRICE INCLUDES TWO SERVICE CALLS TO INVESTIGATE SOURCE OF MOISTURE PENETRATION AND COMPLETE MINOR REPAIRS NEEDED.
- B. ADDITIONAL SERVICE CALLS SHALL BE DONE ON A TIME AND MATERIAL BASIS.

3. PAYMENT

- A. THE PROPOSED ANNUAL FEE LISTED BELOW SHALL BE DUE AND PAYABLE 30 DAYS FROM THE DATE OF ACCEPTANCE OF THIS PROPOSAL.

NOTE: MAJOR REPAIRS REQUIRED DUE TO SUCH ITEMS AS STORM DAMAGE, VANDALISM, ETC., ARE NOT COVERED BY THIS PROPOSAL.

We propose hereby to furnish material and labor in accordance with above specifications, for the sum of:

Two Thousand Nine Hundred Eighty-Five and 00/100 -----Dollars (\$ 2,985.00)

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: _____

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

Date of Acceptance: _____

Authorized Signature: _____

PRINCIPAL CONTRACT

THIS CONTRACT made by and between **Franklin County School District 0506, a/k/a Franklin Public Schools**, hereinafter referred to as “the District,” and **Adam Boettcher**, hereinafter referred to as “Principal & Activities Director.” This contract supercedes any existing contract of employment.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the **11th** day of March 2013, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, on the following terms and conditions:

1. Term of Contract and FTE. The term of this Contract is the 2013-2014 school year and shall consist of **210** days of professional service. The Principal’s duties shall commence on August 1, 2013 and end June 30, 2014. The Principal is employed on a full time equivalency (1.0 F.T.E.) basis.

2. Salary.

- A. Salary. The annual salary shall be _____ Dollars (\$ _____.00).
Salary Payments. The annual salary shall be paid in twelve (12) equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.
- B. Deductions. The salary payments shall be subject to deductions in conformance with regulations governing Withholding Tax, Social Security and the School Employees’ Retirement Act. Other lawful deductions may be withheld as agreed to by the parties.

3. Benefits.

A. Personal and Professional Leave. The Principal shall be allowed the number of working days of personal and professional leave **as established by the Board of Education.** Personal and professional leave is to be used in a manner and at times selected in advance by the Principal with approval of the Superintendent. To the extent possible, personal and professional leave is to be scheduled at times which are conducive to the Principal’s absence from duties (e.g., not at beginning and end periods of the school year). Personal and professional leave shall not be allowed to accrue from year to year and there shall be no pay in lieu of unused personal and professional leave except as provided in the negotiated agreement.

B. Leave: **The Principal shall receive 12 days of leave per year to be used for both personal leave and sick leave. Unused leave days may accumulative as sick leave up to 45 days.** There shall be no pay for unused sick leave.

C. Insurance. **The Principal shall be entitled to full family health and full family dental insurance. The Principal shall be entitled to life insurance in the form of a \$15,000 term policy.** The Principal shall be entitled to long-term disability as established from time to time in the negotiated agreement.

D. Transportation Expenses. Reasonable and necessary expenses of transportation required in the performance of Principal’s official duties shall be reimbursed at the rate set annually by the Board for District travel.

E. Professional Development and Dues. The Principal shall attend appropriate professional meetings at the local and state levels provided that such attendance does not

interfere with the proper performance of the Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

F. Other Benefits. The Principal 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 Principal meets the conditions and eligibility requirements for such benefits.

4. Duties.

A. Position Assignments. The Principal is assigned to the following position: **7-12 Principal & Activities Director**.

B. Assignment of Duties. The position(s) assigned herein and the precise duties of the Principal are subject to assignment by the Superintendent or the Board of Education. The Principal shall be subject to such other duties as may be assigned from time to time by the Superintendent or the Board of Education.

C. Description of Duties. The duties to be performed shall include those as are regularly and customarily expected for the assigned position(s), those which are set forth in Board Policy or Regulation for the assigned positions, and duties as directed to be performed by the Principal's supervisor or the Board of Education.

D. Performance of Duties. The Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Principal's professional ability. The duties shall include the minimal expectation that the Principal not engage in conduct which would be a violation of Nebraska Department of Education Rule 27 (92 NAC 27), as such rule may be revised from time to time, regardless of whether Principal is otherwise subject to such rule.

E. Attendance. Regular dependable attendance is an essential function of the Principal's position. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

5. Contract Termination.

A. Reasons for Termination. This Contract may be cancelled or terminated in accordance with applicable law in the event the Principal 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 Principal's ability to discharge the duties as set forth herein, including but not limited to (1) cancellation, termination, revocation, or suspension of the Principal's professional certificate by the State Board of Education or otherwise becoming legally disqualified to perform the duties of the assigned position; (2) participation in any fraud; (3) causing any intentional damage to property of the District, students or staff; (4) engaging in any unlawful act; (5) any representations by Principal 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; 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. Non-renewal, suspension or other disciplinary action may be enforced in accordance with applicable law. In the event the Principal is assigned to a position which does not legally require that the Principal hold an administrator or teachers certificate, or is contracted

for on a less than a one-half full time equivalency basis, this Contract shall be on an at-will basis, terminable without cause, and not subject to continuation or renewal. Suspensions or other disciplinary action may be enforced in accordance with applicable law.

B. Compensation Upon Cancellation. Upon lawful cancellation of this Contract for any reason, the compensation to be paid hereunder shall be an amount equal to the annual salary for the contract year multiplied by the following fraction; (1) a numerator equal to the days of professional service which have been provided over (2) a denominator equal to 195 days. 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 Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

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

6. Representations and Legal Requirements.

A. Certificate. The Principal shall hold at all times during the term of this Contract a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties as a Principal.

B. Registration of Certificate. The certificate required to perform the assigned duties shall be registered as required by law. This contract is not valid until the required certificate is registered in accordance with law and the Principal shall not be compensated for any services performed prior to the date of registration of the certificate.

C. No Other Contract. The Principal represents that the Principal 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.

D. No Penalty for Release. There shall be no penalty for release or resignation by the Principal 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.

E. School Retirement. This Contract is subject to provisions of the School Employees' Retirement Act.

F. Representations of Principal. The Principal represents that: (1) all information set forth in the Principal's application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal shall advise the Superintendent immediately; (2) Principal 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 003.11 through 003.13 of 92 NAC 21; and (3) Principal 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.

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

8. 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.

9. Amendments & Severability. This Contract may be amended only by a writing duly authorized and executed by the Principal 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 **March 15th**, 2013 shall constitute a rejection by the Principal of the offer of employment.

Executed this 11th day of March , 2013. _____ Principal	Executed this 11th day of March , 2013. Board of Education of Franklin County School District 0506, a/k/a Franklin Public Schools By: _____ President Attest: _____ Secretary
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2013 Summer Repairs

- Cupboards in Diana Dejonge's Classroom-Clark
- Repair Lock in Becky Cleveland's Room
- Replace stained ceiling tiles in Mrs. Cleveland's Room
- Clean air vent covered throughout the building and classrooms.
- Replace ceiling fan in Becky Cleveland's classroom.
- Repair 3rd grade toilet
- Patch holes in the high school weight room
- Replace countertop in Beth Johnson's Room
- Paint Mrs. Klover's Room
- Install projector and screen in gym for use with Track Wrestling, graduation, and PE classes (Similar to Harvard's Set Up)
- Countertop in Beth Johnson's room needs replaced
- Countertop in Janet Guge's Room
- Paint Mrs. Dreher's Room
- Replace cracked tile in alternate gym hallways
- Inspect and repair the crack in the women's restroom in the alter
- Replace cove molding in Mrs. Dreher's Bathroom's
- Fix ceiling fans in Mr. Dreher's Room
- Replace rotten wood on ticket shed and repaint
- Repaint in Mrs. Shaver's Room
- Doors for shelves in Mrs. Shaver's classroom

2013 Possible Summer Renovation Projects

- Concrete sidewalk from the north side of football field to the little league ball field
- Metal Roofing over the courtyard area and "middle south" section of the school (\$140,000)
- Flooring replacement in the kitchen (\$25,000)
- Dishwasher replacement in kitchen (\$20,000)
- Classroom Flooring (\$20,000)
- Bathrooms (\$20,000)
- Elementary Hallways (Lockers & Paint) (\$15,000)
- Concrete replacement (\$30,000)
- Classroom furniture replacement (\$8,326)

**Franklin Public Schools
2013-2014 Calendar**

July 2013

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

August 2013

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

September 2013

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

October 2013

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

November 2013

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

December 2013

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

August 2013
12 - First Day of Football Practice
13 & 14--Staff Development Days
15 - First Day of School
19 - First Day of Volleyball & Cross Country Practice

September 2013
2 - NO SCHOOL--Labor Day
13 --NO SCHOOL--Staff Development Day
18 - School Pictures
27 - Homecoming - 1:30 Dismissal

October 2013
7- NO SCHOOL--Staff Development Day
11- End of 1st Quarter
17 - Parent Teacher Conferences 2:30-8:30 (2:00 Dismissal)
30 - School Picture Retakes

November 2013
1 - NO SCHOOL---Fall Break
27 - NO SCHOOL (Thanksgiving Break)
28 - NO SCHOOL (Thanksgiving Break)
29 - NO SCHOOL (Thanksgiving Break)

December 2013
20 - End of 1st Semester
Dec. 23 - Jan. 3 - NO SCHOOL (Christmas Break)

January 2014
3- NO SCHOOL--Staff Development Day
6 - School Resumes

February 2014
6 - Parent Teacher Conferences 2:30-8:30 (2:00 Dismissal)
20--NO SCHOOL--Staff Development Day
21- NO SCHOOL (Winter Break)

March 2014
12 - End of 3rd Quarter
13 & 14 - NO SCHOOL (Spring Break)

April 2014
8 - 12:00 Dismissal--Franklin HS Track Meet
22-- 12:00 Dismissal - Franklin JH Track Meet
18 & 21 - NO SCHOOL (Easter Break)

May 2014
9 - NO SCHOOL--Staff Development Day
10 - Graduation @ 2:00
22 - End of 2nd Semester
23 - NO SCHOOL--Teacher Work Day

LEGEND
NO SCHOOL = Red Lettering
Staff Development Days = Highlighted in Yellow
12:00 Dismissal=Turquoise
2:00 Dismissal = Strikethrough

End of Quarter/Term = Red Box

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Days	39	46	46	46

Total Student Days	177 Days
Total Student Minutes	Total Student Hours (1187.5) K-11 th (1126) 12 th
1; 1:30; 300	(1032 Required K-8)
2; 12:00; 470	(1080 Required 9-12)
40; 2:00; 14,200	
134; 3:35; 56,280	
Professional Development Days	8 Days
Total Teacher Contract Days	185 Days

January 2014

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

February 2014

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

March 2014

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

April 2014

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

May 2014

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

June 2014

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

March 5, 2013

Dear Dr. Schroeder,

Recently, Shelley Kahrs served on the Nebraska Frameworks School Improvement External Visitation Team for Loomis Public Schools. As the External Team Leader I found Mrs. Kahr's professionalism, expertise and leadership valuable as we conducted a review of Loomis' action plan, affirmed effective practices, and offered constructive recommendations for growth. She asked excellent questions, provided high quality feedback to the committees, and contributed significantly to the success of the visit.

I would like to thank you for permitting Mrs. Kahrs to participate as a member of the Loomis External Visitation Team and for your commitment to such an important process for schools. Best wishes to you and your staff as you complete the 2012-2013 school year.

Sincerely,



Kelly Clapp
Professional Development Coordinator
ESU 10