

ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

The personnel employed by the district constitute the most important resource for effectively conducting a quality learning program. Important contributions to a successful education program are made by all staff members. The district's program of education will function best when it employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to the district's program services.

The goals of the district's personnel program shall include but not be limited to the following:

1. To make available to the children of the district the best classroom teachers possible.
2. To establish qualifications that are in keeping with the accomplishment of this policy.
3. To assign such teachers in a manner that is in keeping with the welfare of the teachers, the students, and the school system as a whole.
4. To regulate a teacher's duties in such a way as to permit the giving of his/her maximum attention to the most important task at hand, the teaching of children.

EQUAL EMPLOYMENT OPPORTUNITY

The Neligh-Oakdale School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the board shall consider the qualifications, credentials, and records of the applicants without regard to race, color, creed, sex, national origin, religion, age or disability. In keeping with the law, the board shall consider the veteran status of applicants.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Neligh-Oakdale School District is an equal employment opportunity (EEO) employer." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the Compliance Coordinator by writing to the Compliance Coordinator, Neligh-Oakdale School District, Neligh, Nebraska 68756 ; or by telephoning 402-887-4166.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Boulevard 8th Floor, Kansas City, MO 64153-1367, (816) 880-4200 or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).
Neb. Statute 48-1101 et seq. (Nebr. Fair Employment Practice Act)

Cross Reference: 103 Equal Educational Opportunity
404.06 Harassment by Employees
406.02 Certificated Employee Qualifications, Recruitment
and Selection
412.02 Support Staff Qualifications, Recruitment and
Selection

Approved 1-16-2012 Reviewed 1-16-12/8-13-12/7-13-15, 9-10-18 Revised

EMPLOYEE ORIENTATION

Employees must know their role and duties. New employees may be required to participate in an orientation program for new employees. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Employees involved in child care, custody or control responsibilities shall be given instruction in the handling of emergency situations which might arise in the course of the employee's work. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the superintendent and business manager. The supervisor may wish to review the staff handbook as part of the orientation process.

Legal Reference: Nebraska Statute 79-802

Cross Reference: 401 Guiding Principles for Employees
405 Employee Conduct and Appearance
407 Certificated Employee Compensation and Benefits
413 Support Staff Compensation and Benefits

Approved 8-15-2012 Reviewed 8-13-2012/7-13-15, 9-10-18 Revised

EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee or employee's spouse without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may require the employee to immediately cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.
3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: NDE Rule 27.004.03F

Cross Reference: 202.02 Board Member Conflict of Interest
403.04 Gifts to Employees
403.06 Employee Outside Employment

Approved 8-15-2011 Reviewed 8-13-2012/7-13-15, 9-10-18 Revised _____

NEPOTISM

More than one family member may be an employee of the school district. It shall be within the discretion of the superintendent to allow one family member employed by the school district to supervise another family member employed by the school district in a temporary non-certified position subject to the approval of the board.

For the purpose of this policy, family member shall be defined as including the mother, father, grandmother, grandfather, or the grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

The employment of more than one individual in a family shall be on the basis of their qualifications, credentials and records.

Cross Reference: 406.02 Certificated Employee Qualifications, Recruitment,
Selection
412.02 Support Staff Qualifications, Recruitment, Selection

EMPLOYEE GRIEVANCES

A. Grievance. A grievance is defined as a violation of a teacher's contract or negotiation agreement. If a grievance is to be filed the following procedure shall be followed:

The teacher must put the grievance in writing and present it to his/her immediate supervisor. The immediate supervisor must give a reaction to the grievance in writing within seven working days.

If the results are unsatisfactory, then the grievance may be taken to the superintendent. The superintendent must give a reaction to the grievance in writing within seven working days.

If the results are still unsatisfactory then the grievance may be taken to the PR & R Committee of the Neligh-Oakdale Teachers' Association.

Then the PR & R Committee may act and take it to the building principal and the superintendent. The superintendent and the building principal must give a reaction to the grievance in writing within five working days.

If the results are still unsatisfactory the PR & R Committee may take it to the board of education where the decision will be final, subject to review by the District Court.

B. Complaint. A complaint is defined as a dissatisfaction of an action or decision, or an alleged misinterpretation of school policy. When this occurs, the following procedure will be followed:

1. The teacher will take his/her complaint in writing to the building principal. The building principal must give a reaction to the complaint in writing within seven working days.
2. If the results are unsatisfactory then the complaint may be taken in writing with the superintendent. The superintendent must give a reaction to the complaint in writing within seven working days.
3. If the results are still not satisfactory then the complaint may be presented in writing to the board of education. The board of education will then make a decision as to whether or not they will hear the complaint. If the board of education hears the complaint, its decisions will be final. If the board of education elects not hear the complaint, the superintendent's decision will be final.

No complaint or grievance may be taken to any individual board member. If any grievance or complaint is taken to an individual board member by any teacher or their spouse it will be considered a violation of teacher ethics.

Grievance and Complaints from the Public

Grievances and complaints which arise from parents or patrons of the district should be initiated in the following manner.

1. All grievances concerning a particular school situation shall be submitted in writing to the building principal. They should be as detailed as is practical. If the party involved is other than an individual, then the organization or persons represented shall be identified. If the problem involves other than an individual building, then the matter shall be directed to the superintendent.
2. The superintendent, after he sees the grievance in writing, shall arrange a meeting date which is mutually convenient to all parties involved. At this time suggestions for improvement will be discussed.
3. If the initiating party is not satisfied with the response of the Superintendent, said party may address a written appeal to the Board of Education through the Secretary of the Board.

All complaints shall be in writing and no anonymous correspondence may be considered by the Board of Education.

It shall be understood by all parties involved in the grievance procedure that no reprisals of any kind, applied or intended, shall be brought against the person or persons involved in the resolving of the grievance.

Cross Reference: 301.04 Communication Channels

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18 Revised _____

EMPLOYEE RECORDS

The school district shall maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records shall include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

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

1. Public posting or display to the general public or an employee's coworkers.
2. Transmission over the internet except on a secure or encrypted connection.
3. Accessing an Internet web site unless a password, personal identification number or other unique authentication is required.
4. Use as an employee number for any type of employment-related activity.

The district may use more than the last four digits of an employee's social security number only for:

1. Compliance with state or federal laws, rules or regulations.
2. Voluntary commercial transactions entered into by the employee with the district for the purchase of goods or services.
3. Internal administrative purposes including providing the number to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the following internal administrative purposes do 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 accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
 - E. For posting any type of district information.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon

between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary and legally allowed because of an employee related matter before the board.

It shall be the responsibility of the superintendent to keep employees' personnel files current. The copy of the employee's records kept at the superintendent's office is the official copy of their records.

It shall be the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Legal Reference: Neb. Statute 79-539
 84-1201 et seq.
 Nebraska Laws 2007, LB 674

Cross Reference: 403.01 Release of Credit Information
 404 Employees' Health and Well-Being

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18 Revised

EMPLOYEE TRAVEL COMPENSATION

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs.

It is the policy of the board to pay the actual and necessary expenses incurred by employees at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, to include:

1. Registration costs, tuition costs, fees, or charges;
2. Mileage at the current district reimbursement rate or actual travel expense if travel is authorized by commercial or charter means; and
3. Meals and lodging as approved in advance by the superintendent.

Prior to reimbursement of actual and necessary expenses, the employee must submit a detailed receipt indicating the date, purpose and nature of the expense for each claim item. A credit card receipt is generally not considered a detailed receipt. Failure to provide a detailed receipt shall make the expense non-reimbursable.

Legal Reference: Neb. Statute 13-2201 et seq.

Cross Reference: 206.04 Board Member Compensation and Expenses
402.07 Transporting of Students by Employees
402.11 Credit Cards
801.13 Use of Private Vehicles on School Business

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18
Revised _____

RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS

The board recognizes and appreciates service given to the district. Employees, board members, volunteers or others associated with the operations of the district may be honored by the board, administration and staff in an appropriate manner by the awarding of plaques, certificates of achievement, flowers or memorials in times of bereavement, or items of value.

If the form of recognition thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to \$100 per individual per occasion.

The district may authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of the district. In the event that a recognition dinner is authorized by board action, whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed \$25 per elected or appointed official, employee, or volunteer in attendance.

Legal Reference: Neb. Statute 13-2203

Cross Reference: 408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18 Revised _____

EMPLOYEE POLITICAL ACTIVITY

The Board recognizes that employees of this district have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for elective public office and holding an elective or appointive public office.

In connection with campaigning, no employee shall use school system facilities, equipment, or supplies; nor shall the employee use any time during the working day for campaigning purposes.

An employee who intends to campaign for an elective public office shall notify the Superintendent in writing at the earliest possible moment of the office in which he or she intends to seek, together with the proposal concerning the terms and conditions of continued employment. While endorsing the employee's right and privilege to file and hold a public office, the Board is under no obligation to subsidize through approved absences the holding of any specific elected position. Each situation will be evaluated individually by the Superintendent under the fundamental premise that the right to each student to continuity of instruction is paramount.

Cross Reference: 410.05 Certificated Employee Political Leave
 415.05 Support Staff Political Leave

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15,9-10-18 Revised _____

CREDIT CARDS

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt shall make the employee responsible for expenses incurred. Those expenses shall be reimbursed to the school district no later than ten working days following the next regular meeting of the board. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances shall be maintained as part of the school district's record of the claim.

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties.

It shall be the responsibility of the superintendent to determine whether the school district credit card use is for appropriate school business. It shall be the responsibility of the board to determine through the audit and approval process of the board whether the school district credit card use by the superintendent and the board is for appropriate school business.

The superintendent shall be responsible for implementing this policy.

Cross Reference: 206.04 Board Member Compensation and Expenses
402.08 Employee Travel Compensation

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15,9-10-18 Revised _____

COMMUNICATIONS WITH EMPLOYEES

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the superintendent. The superintendent will develop and recommend to the Board processes for communications between the Board and district employees.

Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate as appropriate to keep staff fully informed of the Board's concerns and actions. This does not exclude communications through district committees and committee appointments.

Cross Reference: 301.04 Communication Channels

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18 Revised _____

STAFF CONDUCT WITH STUDENTS

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;
- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;
- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands;
- Sexual banter, allusions, jokes, or innuendos with students;
- Asking a student to keep a secret;
- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;

- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and
- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.
- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;
- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for person other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Exchanging personal gifts (beyond the customary student teacher gifts); and/or
- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

This policy shall be included in future employee, student and volunteer handbooks.

Approved 8-15-2011 Reviewed 9-17-12/ 8-10/15, 9-10-18 Revised _____

Personnel - All EmployeesWorkplace Privacy Policy

1. The District will abide by the Nebraska Workplace Privacy Act and will not:
 - a. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
 - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
 - c. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
 - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
 - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference: Laws 2016, LB 821
Date of Adoption: August 8, 2016
Approved 8/8/16 Reviewed 8/8/16 Revised

Personnel - All Employees

Prohibition on Aiding and Abetting Sexual Abuse

A school employee, contractor, or agent of the school district is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or designee.)

Legal Reference: ESSA sec. 8038, § 8546

Date of Adoption: August 8, 2016

Approved 8/8/16 Reviewed 8/8/16 Revised

RELEASE OF CREDIT INFORMATION

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This information will be released without prior written notice to the employee. Confidential information about the employee will be released to an inquiring creditor with a written authorization from the employee.

It shall be the responsibility of the superintendent to respond to inquiries from creditors.

Cross Reference: 402.06 Employee Records

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CHILD ABUSE REPORTING

School employees who have reasonable cause to suspect a child is a victim of abuse or neglect, or who observe conditions which reasonably would result in abuse or neglect, shall report such incidents to the proper authorities.

The employee shall make an oral report to the local law enforcement agency by telephone, followed by a written report if necessary. The report will include all information required by law.

Legal Reference: Neb. Statute 28-711

Cross Reference: 403.03 Abuse of Students by School District Employees
504.17 Questioning of Students by Outside Agencies
508 Student Health and Well Being

CHILD ABUSE REPORTING REGULATION

Any school employee shall make an oral report by telephone to the local law enforcement authorities or the Department of Health and Human Services when that employee has reasonable cause to believe that a child has been subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which reasonably would result in abuse or neglect.

"Child abuse" is defined as knowingly, intentionally or negligently causing or permitting a minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. Placed in a situation to be sexually exploited by allowing, encouraging, or forcing such minor child to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or
6. Placed in a situation to be sexually abused as defined in Neb. Statutes 28-319 or 28-320.01.

The oral report shall include the caller's name and address.

The oral report will be followed by a written report that shall include to the extent available, the following:

1. The employee's name and address;
2. The name, address and age of the abused or neglected child;
3. The address of the person(s) having custody of the child;
4. The nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect;
5. Any evidence of previous abuse or neglect, including the nature and extent; and
6. Any other information which in the opinion of the person making the report may be helpful in establishing the cause of such abuse or neglect and the identity of the perpetrator(s).

Any person making such a report as required by law will be immune from any civil or criminal liability, except for in the case of making maliciously false statements.

Failure to make such a required report or knowingly releasing confidential information other than as permitted by law will result in a Class III misdemeanor.

It is not the responsibility of employees to prove that a child has been abused or neglected. Employees should not take it upon themselves to investigate the case or contact the family of the child. The Department of Health and Human Services is responsible for investigating the incident of alleged abuse.

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ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent is responsible for implementing this policy and for organizing employee training when needed relating to this policy. Procedures shall be reviewed periodically for adequacy and accuracy.

Cross Reference: 403.02 Child Abuse Reporting
 404.06 Harassment by Employees
 505.06 Corporal Punishment

Approved 8-15-2011 Reviewed 10-15-12/9/14/15-10/15/18 Revised

ABUSE COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged abuser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of abuse, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

Any other information: _____

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

Definition of Physical Abuse

Physical abuse is non-accidental physical injury to the student as a result of the action of an employee. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following do not constitute physical abuse, and no employee is prohibited from:

1. Using reasonable and necessary force, not designed or intended to cause pain:
 - a) To quell a disturbance or prevent an act that threatens physical harm to any person.
 - b) To obtain possession of a weapon or other dangerous object within a pupil's control.
 - c) For the purposes of self-defense or defense of others as provided for in Neb. Statute 28-1409 and 1410.
 - d) For the protection of property as provided for in Neb. Statute 28-1411.
 - e) To remove a disruptive pupil from class, or any area of school premises or from school-sponsored activities off school premises.
 - f) To prevent a student from the self-infliction of harm.
 - g) To protect the safety of others.
2. Using incidental, minor, or reasonable physical contact to maintain order and control. In determining the reasonableness of the contact or force used, the following factors shall be considered:
 - a) The nature of the misconduct of the student, if any, precipitating the physical contact by the school employee.
 - b) The size and physical condition of the student.
 - c) The means or device used in making the physical contact.
 - d) The motivation of the school employee in initiating the physical contact.
 - e) The extent of injury to the student resulting from the physical contact.

"Reasonable force" is that force and no more which a reasonable person, in like circumstances, would judge to be necessary to prevent an injury or loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

Definition of Sexual Abuse

Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate, intentional sexual behavior or physical manifestations of sexual harassment by the employee toward a student. "Sexual harassment" is

defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
2. Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or
3. The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive education environment.

Complaint Procedure

An individual who believes he/she has been abused shall notify the Guidance Counselor, the designated investigator. The alternate investigator is the building Principal. The investigator may request that the individual complete the Abuse Complaint form. Information received during the investigation shall be kept confidential to the extent possible.

The investigator, with the approval of the superintendent, or the superintendent has the authority to initiate a harassment investigation in the absence of a written complaint. The investigator shall have access to the educational records of the student and access to the student for purposes of interviewing the student about the report.

When abuse is reported, the investigator shall make copies of the report and give a copy to the person filing the report, the students' parents and the immediate supervisor of the employee named in the report. The employee named in the report shall not receive a copy of the report until the employee is initially interviewed.

The investigator shall use discretion in handling the information received regarding an investigation of abuse by an employee, and those persons involved in the investigation shall not discuss information regarding the complaint outside the investigation. The entire investigative procedure will be thoroughly explained, including the confidential nature of the proceedings, to the student and other persons involved in the investigation.

The investigator shall notify the parent, guardian or legal custodian of a student of the date and time of the interview and of the right to be present or to see and hear the interview or send a representative in the parent's place. The investigator shall interview the student as soon as possible, but in no case later than five days from the receipt of a report or notice of the allegation of sexual abuse. The investigator may record the interview electronically.

It is the responsibility of the investigator to determine whether it is more likely than not that an incident took place between the employee and the student. If the investigator believes the employee committed a sex act with a student or sexually exploited a student, the investigator shall defer the investigation and immediately notify law enforcement officials, the superintendent, the student's parents and the person filing the report.

The designated investigator shall not interview the school employee named in a report of abuse until after a determination is made that jurisdiction exists, the alleged victim has been interviewed and a determination made that the investigation will not be deferred.

If the investigator determines an incident occurred, while not an illegal sex act with a student or sexual exploitation of a student, but where the employee engaged in inappropriate, intentional sexual behavior, further investigation is warranted. If further investigation is warranted, the investigator may proceed to interview the employee and other individuals who may have knowledge of the circumstances contained in the report. Prior to interviewing other individuals who may have knowledge of the circumstance contained in the report, the investigator shall provide notice of the impending interview of student witnesses or the student to their parent, guardian, or legal custodian prior to interviewing those students.

Within five days of receipt of an investigable report, the investigator shall complete an informal investigation. The informal investigation shall consist of interviews with the student, the employee and others who may have knowledge of the alleged incident. If the investigator determines that the allegations in the report are founded and that immediate and professional investigation is necessary, the investigator may defer further investigation and contact appropriate law enforcement officials, the student's parents and the person filing the report.

Within fifteen days of receipt of the report, the investigator shall complete a written investigative report, unless the investigation was temporarily deferred. The written investigative report shall include:

1. The name, age, address and attendance center of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the employee named in the report as allegedly responsible for the abuse of the student.
4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student.
7. A statement that, in the investigator's opinion, the allegations in the report are either:
 - Unfounded. (It is not likely that an incident, as defined in district rules, took place), or
 - Founded. (It is likely that an incident took place.)
8. The applicability of exceptions to the investigated incident, or reason for the contact or force used.
9. A statement that, in the investigator's opinion, any physical contact that occurred was:
 - Appropriate. (Actions not requiring any disciplinary process), or
 - Inappropriate. (Actions invoking a disciplinary process as defined in district rules).
10. The disposition or current status of the investigation and recommendations regarding the need for further investigation.
11. A listing of the options available to the parents or guardian of the student to pursue the allegations. These options include, but are not limited to:
 - Contacting law enforcement officials.

- Contacting private counsel for the purpose of filing a civil suit or complaint.
- Filing a complaint with the Nebraska Professional Practices Commission if the employee is a certificated employee.

The investigator shall retain the original and provide a copy of the written investigative report to the school employee named in the report, the employee's supervisor, the superintendent and the student's parent or guardian. The person filing the report, if not the student's parent or guardian, shall be notified only that the investigation has been concluded and of the disposition or anticipated disposition of the case.

If the investigator's report or law enforcement officials conclude the case involved founded physical or sexual abuse by a certificated employee, or the employee admits the violation, or the employee has surrendered the employee's certificate or license, the investigator shall file a complaint on behalf of the district after obtaining the superintendent's signature with the Nebraska Professional Practices Commission. The investigator shall also arrange for counseling services for the student if the student or student's parents request counseling services. Information of unfounded abuse shall not be put in the employee's personnel file.

Approved 8-15-2011 Reviewed 10-15-2012/9/14/15-10-15-2018 Revised

PUBLIC COMPLAINTS ABOUT EMPLOYEES

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to any board consideration however, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and the superintendent for support staff. At this level, if requested by the administrator, the complainant shall put the complaint in writing.
3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the superintendent.
4. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference: 204.10 Agenda
204.12 Public Participation at Board Meetings
1005.01 Public Complaints

Approved 8-15-2011 Reviewed 10-15-2012/9-14-15/10-15-18 Revised _____

EMPLOYEE OUTSIDE EMPLOYMENT

The board believes the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It shall be the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

Cross Reference: 402.03 Employee Conflict of Interest
 409.05 Certificated Employee Tutoring

Approved 8-15-2011 Reviewed 10-15-2012/9-14-15/10-15-18 Revised _____

Employees (& Students) Anti-discrimination, Anti-harassment, and Anti-retaliation

A. Elimination of Discrimination.

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

Students: Scott Gregory, Superintendent, Box 149, Neligh, NE 68756, (402) 887-4166
sgregory@nowarriors.org

Employees and Others: Scott Gregory, Superintendent, Box 149, Neligh, NE 68756, (402) 887-4166
sgregory@nowarriors.org

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

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

1. Purpose:

The Neligh-Oakdale 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.

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

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

Date of Adoption: 06/12/17 Reviewed: 06/12/17,7/10/17

EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the building principal shall notify a member of the family, or an individual of close relationship, as soon as the building principal becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee shall be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It shall be the responsibility of the employee injured on the job to inform the superintendent within one business day of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within one business day after the employee reported the injury.

It shall be the responsibility of the employee to file claims, such as workers' compensation, through the central administration office.

Cross Reference: 404 Employee Health and Well-Being
 410.02 Certified Employee Personal Illness Leave
 415.02 Support Staff Personal Illness Leave
 905.06 Accident Reports

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

EMPLOYEES' PERSONAL SECURITY AND SAFETY

The Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent, in consultation with district and building safety committees, will develop training and written procedures necessary to accomplish this goal and to meet the requirements of the law.

All employees shall conduct their work in compliance with the safety rules of the district.

Cross Reference: 905 Safety Program

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

COMMUNICABLE DISEASES - EMPLOYEES

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed employees shall be determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease shall be determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

An employee who is at work and who has a communicable disease which creates a substantial risk of harm to a student, coworkers, or others at the workplace shall report the condition to the Superintendent any time the employee is aware that the disease actively creates such risk.

Health data of an employee is confidential and it shall not be disclosed to third parties. Employee medical records shall be kept in a file separate from their personal file.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Legal Reference: 29 U.S.C. §§ 794, 1910 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
45 C.F.R. Pt. 84.3 (1996).

Cross Reference: 402.06 Employee Records
508.03 Communicable or Infectious Diseases – Students

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

HAZARDOUS CHEMICAL DISCLOSURE

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee shall annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, shall be included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it shall be distributed to all employees, and training shall be conducted for the appropriate employees. The central administration office shall maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students shall disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 29 C.F.R. Pt. 1910; 1200 et seq. (1996).
Laws 1993, L.B. 757

Cross Reference: 905 Safety Program

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

HARASSMENT BY EMPLOYEES

Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, racial, religious, national origin, marital status, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in school programs or activities;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual's employment or education; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment as set out above, may include, but is not limited to the following:

- verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Harassment on the basis of race, creed, color, religion, national origin, marital status or disability means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator is of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal Reference: 42 U.S.C. §§ 2000e et seq. (1994).
29 C.F.R. Pt. 1604.11 (1996).

Cross Reference: 103 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.05 Employee Grievances
403.03 Abuse of Students by School District Employees
405 Employee Conduct and Appearance
504.18 Harassment By Students
505 Student Discipline

HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

Any other information: _____

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

HARASSMENT INVESTIGATING AND REPORTING

Harassment of employees and students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report students violating this rule to law enforcement officials.

Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals who feel that they have been harassed by employees, board members, administrators, parents, vendors or others doing business with the school district should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or principal to help.

Complaint Procedure

An employee or student who believes that they have been harassed shall notify Guidance Counselor, the designated investigator. The alternate investigator is building principal. The investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The superintendent, or the investigator with the approval of the superintendent, has the authority to initiate a harassment investigation in the absence of a written complaint.

Investigation Procedure

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator shall report to the superintendent. The investigator will outline the findings of the investigation to the superintendent.

Resolution of the Complaint

The superintendent will complete the next step in the investigation reasonably and promptly upon receipt of the investigator's report. Following the investigator's report, the superintendent may investigate further, if deemed necessary, and make a determination of the appropriate next step which may include discipline, up to and including, discharge.

Prior to the determination of the appropriate remedial action, the superintendent may, at the superintendent's discretion, interview the complainant and the alleged harasser. The superintendent shall file a written report closing the case and documenting any disciplinary or other action taken in response to the complaint. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Points to Remember in the Investigation

- Evidence uncovered in the investigation is confidential.
- Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including discharge.

Conflicts

If the investigator is the alleged harasser or a witness to the incident, the alternate investigator shall be the investigator.

If the alleged harasser is the superintendent, the alternate investigator shall take the superintendent's place in the investigation process. The alternate investigator shall report the findings to the board.

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. This policy and related administrative regulations shall have a biennial review to determine its effectiveness, implement needed changes and ensure that the sanctions are consistently enforced.

Legal Reference: P.L. 101-226, Drug-Free Schools and Communities Act
Amendments of 1989,
41 U.S.C. §§ 701-707 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
34 C.F.R. Pt. 86 (1996).

Cross Reference: 405 Employee Conduct and Appearance

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

DISCLOSURE AND PROTECTION OF EMPLOYEE HEALTH INFORMATION

The district will comply with all regulations regarding privacy and confidentiality of employee health and insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to implement this policy as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy, or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

Legal Reference: 1996 Health Insurance Portability and Accountability Act (HIPAA)
Family Educational Rights and Privacy Act (FERPA)

Cross Reference: 402.06 Employee Records
804.01 Computer Security
804.02 Data or Records Retention

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

EMPLOYEE ETHICS AND CONDUCT

Employee Ethics

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials all employees of this district are expected to maintain high standards in their school relationships. These standards include the following:

1. The maintenance of just and courteous professional relationships with pupils, parents, staff members and others.
2. The maintenance of their own efficiency and knowledge of the developments in their fields of work and specialization.
3. The transaction of all school business with the properly designated authorities of the school system.
4. The establishment of friendly and intelligent cooperation between the community and the school system.
5. The placement of the welfare of children as the first concern of the school district, thus endorsing the position that all hiring and promotion must be based solely on characteristics of merit.
6. Restraint from using school contacts and privileges to promote partisan politics, sectarian and religious use, or selfish positions of any kind.
7. Directing any criticism toward other staff members or of any other department of the school district toward the improvement of the school system. Such constructive criticism is to be made directly to the school administrator who has the administrative responsibility for approving the situation and then to the superintendent as appropriate.
8. The proper use and protection of all school properties, equipment and materials. The acceptance of a position in this district will be regarded as a contract and a pledge to follow all the directions and regulations of the Board, Superintendent, and appropriate supervisor. When any willful neglect of such rules shall be manifested by any staff member it shall be considered sufficient cause to declare that position vacant and recommendation of termination to the Board.

Employee Conduct

Responsibility for acceptable conduct and dress will rest primarily with the employee.

However, in extreme cases the administrative superior may require acceptable conduct and/or dress on the part of the employee.

The Board expects teachers to enforce a standard of personal conduct in the school buildings and at school related functions shall be above reproach and which shall contribute to a high level of morale in the school and a wholesome school reputation.

Employees of this district are expected to be neatly attired and groomed while discharging their responsibilities to the district. Grooming and attire shall not affront community tastes and standards.

Staff conduct away from the school scene, if it affects by reputation, the effectiveness of the employee to relate to parents or students may be cause for appropriate disciplinary action.

Teacher Responsibilities

1. Take and record attendance in classes.
2. Assign and record grades on the basis of progress toward course objectives.
3. Supervise and attend to student misbehavior when it occurs in the teacher's presence in the hallways, cafeterias, washrooms, or grounds.
4. Care and be responsible for the security of instructional equipment.
5. Teach toward the established agreed upon objectives of the course assigned, (course objectives should be written; materials listed, published).
6. Meet and hold classes for the duration of the assigned time.
7. Respond to legitimate concerns of students and parents about student progress.
8. Furnish data for enrollments, class sizes, and other administrative information.
9. Serve on all school welfare and planning committees.
10. Participate in faculty deliberations and decision making on general school policies.
11. Meet with students, parents, and administrators, on advisory committees.
12. Attend and supervise reasonable extracurricular activities. This includes at least one school dance per year.
13. Assist in development of course objectives and goals.
14. Assist in establishing criteria for selection of textbooks and other instructional materials.
15. Participate in selection of textbooks and other teaching materials and equipment.
16. Assist in development of criteria and instruments of course (curriculum) evaluation.
17. Adaptation of curriculum materials and course objectives to agreed upon program priorities and to the needs of students assigned.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace

408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved 8-15-11 Reviewed 11-12-12/10-12-15/11-12-18 Revised _____

CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

The Board of Education has the legal responsibility in approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting and to recommend the selection of staff members. In carrying out this responsibility, the Superintendent will involve various administrative and teaching staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. To aid in obtaining the best possible staff members for our schools, the Board adopts the following general criteria which shall be utilized in the selection process for initial employment:

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, or national origin.
2. Candidates for high school or middle school positions should have, if at all possible a major or its equivalent (30 semester hours) in the teaching field. This should also include endorsement by the State of Nebraska in the particular teaching field, and that endorsement should be so stated on the teaching certificate furnished by the individual teacher. Elementary candidates should have a major in elementary education or in a special area to which they will be assigned.
3. Emphasis in the selection of candidates for teaching positions will include the following factors: overall grade point averages in the respective colleges of attendance, with special attention to achievement in major fields, recommendations of previous employers, performance on a structured interview, and other qualifications needed for specialized tasks of teaching or extracurricular sponsorships.
4. The highest quality of instruction is enhanced by a staff with a wide variation of educational preparation, background, and previous experience. Concerted efforts will be exerted to maintain this variation in the staff. It will be the intent of the Board that in the matter of each vacancy specific criteria will be circulated widely concerning the necessary credentials and competencies required for the position in question.

The employment of any staff member is not official until the contract is approved by the Board and signed by the candidate. The employment sequence shall be as follows:

1. A verbal offer and tender of a written contract to the candidate.
2. Verbal acceptance and signing of the contract by the candidate.
3. Approval of the candidate by the Board of Education and signature of the
4. Contract by the Board President.
5. The return of the co-signed contract to the candidate.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 402.01 Equal Employment Opportunity Substitute Teachers
412.02 Support Staff Qualifications, Recruitment, Selection

CERTIFICATED EMPLOYEE INDIVIDUAL CONTRACTS

The board will enter into a written contract with certificated employees, other than administrators, employed on a regular basis. Each contract will be for a period of one year, beginning on August 1 and ending on July 31.

It shall be the responsibility of the superintendent to complete the contracts for certificated employees and present them to the board for approval. Upon receipt of the contract, the certificated employee will have until the date specified on the contract or the date specified by the board to sign and return the contract to the Superintendent. If contracts are not returned within this period, the position will be considered open and candidates will be secured to fill the vacancy.

A certificated employee may not be required to accept employment for the next school year prior to March 15. The contracts, after being signed by at least one board member, shall be kept on file in the administration offices.

Legal Reference: Neb. Statute 79-817 to 822

Cross Reference: 408 Certificated Employee Termination of Employment

CERTIFICATED EMPLOYEE CONTINUING CONTRACTS

Contracts entered into with certificated employees, other than an administrator, will continue from year to year unless the contract states otherwise, is modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

The first three years of a continuing contract issued to a newly employed certificated employee shall be considered a probationary period. In the event of termination of the employee's contract during this period, the board shall afford the certificated employee appropriate due process. The action of the board will be final.

Certificated employees whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the certificated employee's contract.

Certificated employees who wish to resign, to be released from a contract, or to retire must comply with board policies and contract language in those areas.

Legal Reference: Neb. Statute 79-824 to 842

Cross Reference: 408 Certificated Employee Termination of Employment

Approved 08-15-2011 Reviewed 12-10-12/11-9-15/12-10-18 Revised _____

CERTIFICATED EMPLOYEE WORK DAY

The work day for certificated employees shall begin each day of the school year at a time established by the superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Certificated employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the certificated employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes shall be reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits certificated employees from working additional hours outside the work day.

All teachers are expected to conduct themselves in a professional manner in the maintenance of their personal schedules. Participation in curriculum development activities, voluntary and assigned supervision of student activities outside of the regularly scheduled school day, consultation with parents and students, planning and preparation and other such duties as assigned are expected to be a legitimate part of a the role of a certified staff member of the district.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding work day of such employees shall be followed.

Cross Reference: 201.01 Board Powers and Responsibilities

CERTIFICATED EMPLOYEE WORK DAY

The work day for certificated employees shall begin each day of the school year at a time established by the superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

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The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding work day of such employees shall be followed.

Cross Reference: 201.01 Board Powers and Responsibilities

CERTIFICATED EMPLOYEE ASSIGNMENT

Determining the assignment of each certificated employee is the responsibility of and within the sole discretion of the board at the recommendation of the superintendent. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

Any employee desiring a transfer should submit a request in writing to the immediate supervisor who will then forward it to the superintendent.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the assignment of certificated employees. All extra duties, such as coaching or sponsoring extracurricular activities, are assigned at-will, and may be terminated, non-renewed, suspended or amended by the board at the recommendation of the superintendent without cause. Extra duty work that qualifies for additional compensation will be paid on a prorated basis for work already performed at the time of the change in duty assignment.

Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees shall be followed.

Legal Reference: Neb. Statute 79-839

Cross Reference: 201.01 Board Powers and Responsibilities

Approved 08-15-2011 Reviewed 12-10-12/11-9-15/12-10-18 Revised _____

CERTIFICATED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the transfer of certificated employees.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding transfers of employees shall be followed.

Legal Reference: Neb. Statute 79-839

Approved 08-15-2011 Reviewed 12-10-12/11-9-15/12-10-18 Revised _____

CERTIFICATED EMPLOYEE EVALUATION

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the School District, the continuous program for teacher and administrator evaluation shall be established and regular reports made to the Board concerning the outcomes of these evaluations.

The evaluation process shall include:

1. The development and periodic review of techniques and procedures for making evaluations.
2. Interpretation of the information gained in the evaluation process in terms of objectives of instructional program.
3. An application of information gained to the planning of staff development and in-service activities which are designed to improve instruction and increase teacher competence.

The evaluation process shall include self-evaluation, goal setting and performance related study, observations, and supervisor staff conferences.

The formal written evaluations provided staff shall result from a series of observations, not from a single visit. Evaluations in addition to those detailed by the evaluation procedures adopted by the district are at the discretion of the administration.

The formal evaluation shall be written and shall be discussed by the supervisor and the person being evaluated. Copies of the written document shall be signed by both parties and be incorporated into the personnel file of the teacher or administrator.

The written evaluation shall be specific in terms of a person's strengths and weaknesses. Those areas where improvement is needed shall be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty which is observed.

The requirements stated in the Negotiated Contract between employees in the certified collective bargaining unit and the board regarding evaluation of such employees shall be followed.

Legal Reference: Neb. Statute 79-828
 NDE Rule 10-007.06

Cross Reference: 408.05 Certificated Employee Reduction-In-Force

Approved 08-15-2011 Reviewed 12-10-12/11-9-15/12-10-18 Revised _____

CERTIFICATED EMPLOYEE PROBATIONARY STATUS

The first three years of a new full-time certificated employee's contract shall be a probationary period. The probationary period for part-time certificated employees shall be based upon formulas provided by state statute.

During this probationary period the board may terminate or amend the certificated employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Employees will be allowed due process as provided by state statutes and the Negotiated Contract.

Legal Reference: Neb. Statute 79-828

Approved 08-15-2011 Reviewed 12-10-12/11-9-15/12-10-18 Revised _____

EXTRA DUTY ASSIGNMENTS

Extra duty assignments shall be assigned by the administration. All coaches and sponsors of all extra duty assignments shall be granted additional salary per the negotiated agreement.

A. The Activities Director shall have the following responsibilities:

1. Supervise the observance on the part of all participants and coaches of the rules and regulations of the Nebraska School Activities Association and policies of the Board of Education and Administration relative to activities.
2. Maintain a running inventory of all athletic equipment.
3. Supervise the School facilities and equipment for activity purposes and to fix responsibility for any damage or losses that may occur to school property through carelessness or willfulness of participating students.
4. Organizing and scheduling of all inter-school contests.
5. Contracting officials for home games and approving all officials for away games after consultation with the head coach of the sport.
6. Advertisements, season ticket sales, printing of game schedules, programs, necessary help, ticket takers and such other details as may be necessary for successful production of individual contest.
7. Obtaining and sending an eligibility list to the NSAA for the sports required.
8. Attending conference or other meetings involving Neligh-Oakdale athletics
9. Consulting with head coaches on disciplinary problems of a personal nature.
10. Keeping an adequate financial and statistical record for each varsity program each year.
11. Assisting the head coach of each program in planning and presenting an adequate expenditures budget of the following year.
12. The proposed budget is to be presented to the administration.
13. The authorization through the principal, of all athletic expenditures once the budget of given sport has been approved.
14. The authorization through the principal, of purchases and the collection of payment of all athletic equipment by participating students and coaches.
15. Working with the coaches in the planning and supervising of an annual awards banquet for school athletics.
16. Evaluating the head coach of each sport
17. Evaluating, with the assistance of each head coach, the assistant coaches and staff members involved in each sport
18. Supervising all athletic facilities along with the administration.
19. Such other duties and responsibilities as may be assigned by the secondary school principal.

The Activities Director shall have whatever authority necessary to carry out his designed responsibilities.

B. Coaching Staff shall be directly responsible for:

1. Carrying out in a professional manner, all rules and regulations pertaining to the athletic program.
2. Swearing or abusive language or actions will not be tolerated by coaches or participants at any time.
3. Having a thorough knowledge of first aid and what to do in emergencies.
4. Emphasizing scholarship on the part of all participants as a prerequisite of a good athlete.
5. Making certain that good sanitation practices are followed by participants, showers taken, equipment laundered regularly, no equipment is left on the floor of the dressing rooms, lockers are kept clean, checking the soap bars are not left on the shower room floor.
6. Keeping the coaches' office off limits to participants other than student managers.
7. All athletic purchases must be approved by the activities director.
8. Faulty equipment or any equipment which has become obsolete or worn out should be brought to the attention of the Activities Director for replacement
9. New Equipment. We want our athletes to be provided with the best protective equipment we can possible provide. Let the activities director know what equipment is needed.
10. Check in equipment. Athletic equipment purchased by the school shall not be given away as a free item for an athlete's own personal use after the season. All equipment issued by the school during that sport season must be checked into the school and accounted for.
11. Travel rosters of athletes attending athletic contest (when more than 12 are going) on school time, should be put in each teacher's mail box at least two days prior to the trip.
12. Program information. All coaches will make available to the activities director the necessary information for the game programs. This will include the athletes name, age, height, weight, year in school, position and number. This information must be supplied as soon as possible and not later than ten days prior to the first game. Any changes must be given to the activities director.
13. Eligibility Lists. All coaches shall give to the activities director the name, year of birth, present semester in high school of all athletes under his direction. This information must be supplied no later than ten days prior to the first competitive game.
14. Eligibility of transfer. Any student entering a high school for the first time and reporting for inter school competition, with the exception of a student coming from a junior high school within our district, must be declared eligible by the executive secretary of the NSAA before participating in an interscholastic contest. Send the athlete to see the activities director.
15. Transportation of athletes. Only school sponsored transportation will be utilized for the transportation of our team members. The only exception to the policy will be when the parent completes a permission form with the head coach about providing other transportation. This is to be done after the contest. Coach of the team will be required to ride to and from the contests in school sponsored vehicles.

16. Dress of athletes. Dress of an athletic team or group is somewhat indicative of their behavior. All coaches should dictate what type of dress is to be worn to the game and enforce this to the maximum.
17. Use of keys. Coaches are not to let athletes have their keys. In the best interest of the athletes, athletic department and yourself, you are not to leave your area practice until all athletes have left. At this time you should make sure everything is closed and locked before leaving.
18. Coaches' authority. Coaches have authority and obligation to use this authority to correct any improper situation involving any athlete in the Neligh-Oakdale School system.
19. Addressing coaches. Realizing that excessive familiarity can cause a break down in discipline and control, the athletes are to address all coaches with the title coach, Mr./Mrs./Miss/Ms./, first names are not to be used.
20. Injury of athletes. Injuries shall be classified as major or minor; minor injuries will be treated by the coach; major injuries are any injuries that require the services of a professional. (If there is any doubt as to the extent of the injury, treat as a major injury.) If there is a major injury notify the parents and the activities director of the nature and place of injury.
21. No coach shall recruit any team member from another competitive sport during a season only if mutual agreement by both coaches involved can be reached
22. News media. It shall be the individual coach's responsibility to see that the local newspaper is given results and information. We are responsible for having an informed public.
23. Coaching clinics. We encourage the attending of a clinic. We will pay reasonable expenses as pre approved by the administration (superintendent or principal). If more than one coach attends the same clinic, they should share rides, etc.
24. State tournament. State meets. The head coach and one assistant may attend one tournament, providing the tournament or meet involves the sport they have been coaching. The maximum time coaches will be released will be two days. They will attend at their own expense; however, their substitute will be paid by the school.

C. Head Coaches shall be responsible for:

1. The operation and conduct of all phases of that sport and shall be in charge of all other coaches engaged in coaching that sport while it is in season (junior high school through varsity).
2. Making certain each athlete has been presented the Nebraska School Activities form consisting of the health examination parental approval and candidate questionnaire form. The head coach is expected to check each form carefully and make sure that the athlete has completed the form accurately. The head coach is to turn the completed form in to the activities director's office for record keeping before an athlete is allowed to attend practice or compete in any sports practice.
3. Clearly outlining all training rules pertaining to his/her participants.
4. Proper care of all equipment pertaining to that coach's particular sport. All equipment shall have an accurate record made of it that is issued to coaches and participants. Participants shall be charged for issued equipment not returned to the

- school at the end of the season and a fine will be assessed against participants for damage resulting from carelessness.
5. Sending the entries for district and state contests to the NSAA before the deadline for that particular sport.
 6. Attending conference and rule meetings in their particular sport.
 7. A budget must be submitted to the activities director by the head coach of each sport. The budget will be due three weeks after the final game or meet of the season. The only exceptions will be track and golf; these will be due on the Wednesday following the state meet.
 8. A complete athletic inventory of all equipment shall be made each year. The inventory should include all equipment needed for a particular sport. Items of special concern will be brands, size, colors, condition of equipment and other information you may think to be of importance. Hand in, with your inventory, a brief resume of your progress, number athletes participating, games won or lost, names of lettermen, etc.
 9. Each head coach will present to the activities director a list of officials that he/she would like to have for the following year. Also, a list of officials should be turned in that he/she does not approve. Both lists are due one year in advance.
 10. Each head coach will make sure that each player is aware of the insurance plans available and should encourage all athletes to be insured. Each athlete will be covered by insurance before being permitted to participate in any sport at Neligh Oakdale Schools. If adequate coverage is not with a present family insurance company, complete form. If there is no insurance, all sports are covered by our school policy except varsity football and that can be purchased by a seasonal sports insurance through the school.
 11. The head coach shall have the responsibility of telephoning in game or contest results of home events as soon as possible following the event.
 12. Developing expectations for assistant coaches and evaluate each assistant coach.
 13. Provide written guidelines for the philosophy to be incorporated at each and skills to be taught at each level before the season starts.
 14. Each head coach shall observe practices and games at each level.
 15. Training rules, violation procedures. In the event a student is to be suspended from activities pursuant to the established rules, the following procedures shall be taken: a. The student shall be notified immediately of action taken. b. Student shall meet with coach or sponsor of the activity from which suspended, and the activities director. The principal, parents or guardian should be notified and invited to attend the meeting. c. At this meeting, full explanation of the action taken shall be afforded full opportunity to make any statement or explanations desired.

D. Assistant Coaches of any sport will carry out assignments so designated by the head coach of that particular sport.

E. Responsibilities of the coach at athletic events. The coach bears the greatest burden of responsibility for sportsmanship. His influence upon the attitudes and behavior of the players, the student body and the community are unequalled. In order for good

sportsmanship to become reality, it is essential that the coach subscribe to the values of sportsmanship and teach its principles through word and deed. Specifically, it is recommended that the coach:

1. Always set a good example for others to follow.
2. Discipline those students who display unsportsmanlike behavior; if necessary; forfeit their privileges of representing the school.
3. Be a good host to opponents, treat them as guests.
4. Instruct the players in the sportsmanship responsibilities.
5. Provide opportunities for social interaction among coaches and players of both teams before and after the contest.
6. Select only officials who have demonstrated the highest ethical standards.
7. Respect the official's judgment and interpretation of the rules.
8. Publicly shake hands with opposing coaches and team members before and after the contest.

SPECIAL PROJECTS ASSIGNMENTS

The appointment which occurs as a result of funding under a special program such as Title I ESEA will constitute a special working agreement between this school district and the staff member involved. The contract document given to such a staff member will note the source of funding and clearly indicate that the responsibility of the school district as employer will terminate in the case of reduction or elimination of funding for that particular special project.

Staff so employed by special funds will be subject to the applicable policies and regulations of the School District.

In the case of staff members previously hired by the school district, the payment by special funds will not alter previous conditions of tenure and seniority.

CERTIFICATED EMPLOYEE SALARY SCHEDULE

The board shall establish salary schedules for certificated employees' positions keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the salary schedule. The salary schedule shall be subject to review and modification through the collective bargaining process.

Deductions from Salary

Daily Salaries for teachers will be found by dividing the annual salary by the number of days in the teaching contract. Deductions will occur during the current school year. The amount and timeline regarding deductions will be determined by the superintendent and discussed with the employee affected.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding wages and salaries of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
 407.02 Certificated Employee Salary Schedule Advancement

Approved 8-15-2011 Reviewed 1-21-13/12/7/15,1-14-18 Revised _____

CERTIFICATED EMPLOYEE SALARY SCHEDULE ADVANCEMENT

The board shall determine which certificated employees will advance on the salary schedule for the certificated employees' positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations as determined by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for the advancement of certificated employees on the salary schedule.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding salary schedule advancement of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
 407 Certificated Employee Compensation and Benefits

Approved 8-15-2011 Reviewed 1-21-13/12/7/15,1-14-18 Revised _____

NEGOTIATIONS

Certificated employees of the district shall have the right to form, join and participate in the activities of organizations of their choosing for the purpose of representation of all matters of employment relations, but no certificated employee shall be compelled to join such an organization.

The following timelines shall be in effect for the annual negotiations process preceding the contract year in question:

1. On or before September 1 the certificated and instructional employees' collective bargaining agent shall request recognition as bargaining agent.
2. The governing board shall respond to such request not later than October 1.
3. On or before November 1 negotiations shall begin.
4. On or before February 8 if an agreement is not reached, the parties shall submit to mandatory mediation or fact finding as ordered by the commission unless the parties mutually agree in writing to forgo mandatory mediation or fact finding.
5. On or before March 25 or within twenty-five days after the certification of the amounts to be distributed to each local system and each school district, whichever occurs last in time, negotiations, mediation, and fact finding shall end.
6. If an agreement has not been achieved on or before the date in item 5 above, either party may, within fourteen days after such date, file a petition with the commission to resolve the dispute.
7. The commission shall render a decision on or before September 15.

There shall be no fewer than four negotiations meetings between the certificated and instructional employees' collective bargaining agent and the governing board's bargaining agent prior to mediation, unless the parties agree to a new negotiated agreement. Either party may seek a bargaining order as provided in statute at any stage in the negotiations. In seeking a bargaining order, the commission shall provide the parties with the names of five individuals qualified to serve as the resolution officer. If the parties cannot agree on an individual, each party shall alternately strike names, with the remaining individual serving as the resolution officer.

The resolution officer may:

1. determine whether the issues are ready for hearing and settlement;
2. identify for resolution terms and conditions of employment that are in dispute and which were negotiated in good faith but upon which no agreement was reached;
3. accept terms and conditions;
4. schedule hearings;
5. prescribe rules of conduct for conferences;
6. order additional mediation if necessary;
7. take any other action which may aid in resolution of the dispute; and
8. Consult with an interested outside party only with the concurrence of all parties.

The resolution officer shall choose the most reasonable final offer on each issue in dispute. If either party is dissatisfied with the resolution officer's decision, it shall have the right to file an action with the commission seeking a determination of terms and conditions of employment. The commission shall resolve, as provided by statute, all of the issues identified by either party and which were recognized by the resolution officer as a dispute. If parties have not filed with the commission by the latter of March 25 or within twenty-five days after the certification of school funds, the decision of the resolution officer shall be deemed final and binding.

Legal Reference: Neb. Statute 48-811, 816, and 818

Cross Reference: 201.01 Board Powers and Responsibilities

Approved 8-15-2011 Reviewed 1-14-2013 Revised _____

CERTIFICATED EMPLOYEE CONTRACT RELEASE

Resignations should be sent to the Board through the Superintendent not less than thirty calendar days before the date effective, except in cases of sickness or other serious emergency. The Board will not accept resignations after June 1 in any year except in cases where hardship or pressing personal need must be considered and in any case only when suitable replacements can be found.

The superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission against a certificated employee who leaves without proper release from the board.

The Board of Education reserves the right to seek damages against any certificated employee as a result of breach of contract.

Legal Reference: NDE Rule 27
Neb. Statute 79-817 et seq.

Cross Reference: 406.03 Certificated Employee Individual Contracts
406.04 Certificated Employee Continuing Contracts

Approved 8-15-2011 Reviewed 2-11-2013/12/7/15.1-15-18 Revised 3/11/13

CERTIFICATED EMPLOYEE RETIREMENT

Certificated employees who will complete their current contract with the board may apply for retirement. No certificated employee will be required to retire at a specific age.

Application for retirement will be considered made when the certificated employee states in writing to the superintendent, no later than the date set by district policy for the return of the employee's contract to the board, the intent of the employee to retire. The letter must clearly state the employee's desire to retire.

Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It shall be within the discretion of the board to determine whether special circumstances exist.

Board action to approve a certificated employee's application for retirement shall be final and such action constitutes nonrenewal of the employee's contract for the next school year.

Certificated employees who retire under this policy may qualify for retirement benefits through the State School Retirement Fund.

Certificated employees and their spouse and dependents shall be allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

Cross Reference: 402.09 Recognition for Service of Employees

Approved 8-15-2011 Reviewed 1-21-13/12/7/15,1-14-18 Revised _____

CERTIFICATED EMPLOYEE SUSPENSION OR TERMINATION

The Board affirms that the requirements of the Nebraska statutes shall be adhered to by the Board of Education with regard to the disciplinary action for certificated employees.

In that regard the Superintendent, or the Superintendents designee, may take action with regard to a certificated employee's performance or conduct which is deemed reasonably necessary to assist the certificated employee and further school purposes, including:

1. Counseling.
2. Oral reprimand.
3. Written reprimand.
4. Suspension with pay for not to exceed 30 working days
4. Suspension without pay for not to exceed 30 working days.

Prior to taking the above action, the certificated employee shall be advised of the reasons for the proposed action and provided the opportunity to present the employee's version of the facts. A certificated employee may proceed under the school district's grievance procedure which provides for a review of such action or within seven calendar days after the Superintendent, or Superintendent's designee, takes such action and may challenge the decision through the administrative hearing procedure before the board of education.

In the event of a suspension or termination, all state statutes and appropriate due process shall be followed.

Cross Reference: 405 Employee Conduct and Appearance

Approved 8-15-2011 Reviewed 1-21-13/12/7/15,1-14-18 Revised _____

TERMINATION OF EMPLOYMENT FOR CERTIFICATED TEACHERS DUE PROCESS PROCEDURES

The Board adopts the following policy establishing hearing procedures relating to the termination of certificated employees contracts:

The Board affirms that in the process of the consideration of the status of a certificated employee's contract that the employee shall be notified in writing on or before April 15 or at least five calendar days prior to a hearing of the grounds alleged for the contemplated Board action canceling, terminating, amending, or non-renewing of the employee's contract. Upon request by the certificated employee a notification at least five calendar days prior to the hearing of the names of any witnesses who will be called to testify against the certificated employee shall be furnished and the employee shall be provided with an opportunity to examine any documents which may be presented at the hearing. The employee shall be informed of the right to be represented and of their right to cross examine any witnesses who may be called, the right to examine all documents, and the right to present evidence material to the issues.

Due and proper notice of the hearing relating to the status of the employee's contract shall be given in accordance with Sections 84-1408 to 84-1414. Upon an affirmative vote of the majority of the Board's members present and voting and upon specific request by the certificated employee or the certificated employee's representative, the hearing shall be conducted in a closed session. Any formal action of the Board of Education shall be taken in open session.

A majority of the members of the school board shall render its decision to amend, cancel, terminate, or not renew a certificated employee's contract based solely upon the evidence produced at the hearing, shall reduce its findings and determinations to writing, and shall deliver a written copy thereof to the certificated employee.

Hearings involving the question of the non-renewal of a probationary certificated employee's contract or the non renewal of a Superintendent shall not be due process hearings and shall not be required to meet the requirements of the statutes relating to non probationary certificated employees. The hearing regarding probationary certificated employees or Superintendents shall be informal hearings before the school board at which the probationary certificated employee or Superintendent involved, or their representative, shall be afforded the opportunity to discuss and explain to the school board his or her position with regard to continue employment. The probationary teacher or Superintendent shall be permitted to present information or to ask questions of those appearing on behalf of the school district or administration. Such informal hearing shall be held in closed session at the request of the certificated employee or Superintendent involved or his or her representative, and upon an affirmative vote of the majority of the Board members present and voting, but the formal action of the school board for non renewal shall be in open session.

In any instance involving the consideration of the termination, cancellation or nonrenewal, Board of Education may issue subpoenas to compel the appearance of witnesses, the rights to the taking of depositions, and their rights to the full disclosure of relevant information regarding the status of their contracts. Employees will further be advised of their rights to be represented at the hearing and of their rights to personally, or through their representatives, cross examine witnesses, examine documents, and present testimony.

All hearings involving the status of a certificated employee's contract will, subject to the employees' right to ask for a closed hearing, be conducted in accord with Section 84-1401 of the Nebraska statutes relating to open meetings.

If a permanent teacher is to be terminated at the end of the contact year or a probationary teacher is to be non-renewed they will be notified by May 15 of the decision by the board of education. All time requirements may be waived by mutual consent of the parties.

Approved 8-15-2011 Reviewed 2-11-2013/12-7/15,1-15-18 Revised 3/11/13

CERTIFICATED EMPLOYEE REDUCTION-IN-FORCE

The board has the exclusive authority to determine the appropriate number of certificated employees. Reductions-in-force of certificated staff members may be required due to changes in the size or nature of the student population, limited financial support, changing programs, staff realignment or other changes in circumstances. Reduction-in-force may result in termination of employment, an amendment to the employee's contract reducing the employee from full-time to part-time status or an amendment to the contract of a part-time employee further reducing that employee's percentage of employment.

Prior to the reduction-in-force the board shall present evidence that such changes in circumstances have occurred. If a reduction of certificated staff is necessary, the superintendent or designee shall recommend to the school board those certificated employees to be reduced in employment under the provisions of this policy. No permanent employee may be selected for a reduction-in-force while a probationary employee is retained to perform a service 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 school board, 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 terminated shall be made with consideration given to the following (not listed in priority order):

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. 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 under this policy shall conform to the board policies and administrative rules, regulations, and practices in effect at the time for 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. Due process for all employees selected for a reduction-in-force shall be followed.

CERTIFICATED EMPLOYEE EARLY RETIREMENT INCENTIVE

A. Application: A certificated employee desiring to receive the benefits of this plan shall notify the Superintendent in writing by March 1 of the year of retirement. Retirement shall be effective as of August 31 of that year.

B. Qualifications: The certificated employee must have completed 15 years of continuous credited service with the Neligh Oakdale School District, prior to the effective date of the early retirement. If the certificated employee has less than 15 years in the District, the superintendent may petition to the Board a waiver. The Board may then award an amount of their choosing but it shall not exceed the schedule below. Early retirement shall be available on August 31, coincidental with or next succeeding, the educator's 60th, 61st, 62nd, 63rd, 64th or 65th birthday.

C. Schedule: A qualified employee electing to retire early shall have benefits calculated from the current year's teacher's salary base as follows:

<u>Age of Retirement</u>	<u>Retirement Incentives</u>
60	100% of base salary
61	90% of base salary
62	80% of base salary
63	70% of base salary
64	60% of base salary
65	50% of base salary

D. Payment: Retirement is effective August 31. The faculty member retiring shall be paid the amount due according to one of the following options:

- One lump sum to be paid at the employee's request; or
- Two (2) or more equal payments will be made at the employee's request. In the event of an untimely death of the retiree, any remaining payments would be paid to his/her beneficiary. A beneficiary (s) must be designated on the application.

E. Administration: This plan shall be administered by the Board of Education of the School District. The District shall pay the entire cost of the plan. The Board of Education has the right to change or abolish this program at any time.

Cross Reference: 408.03 Certificated Employee Retirement

ABOLISHED: 1/21/13: ORIGINALLY ABOLISHED: 1/14/02

Approved 8-15-2011 Reviewed 1-21-2013/12-7/15 Revised _____

CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

All permanent certificated employees shall be required, every six years, to give evidence of professional growth. Six semester hours of college credit shall be accepted by the Board of Education as evidence of professional growth. In the alternative, such other activities as are approved in advance by the Board of Education shall be accepted as evidence of professional growth. Such alternative evidence of professional growth must be submitted in advance by the permanent certificated employee to the administration for presentation to the Board. Such alternatives and other activities which may be approved by the Board would include, but are not limited to, such items as educational travel, professional publications, or work on educational committees. The system will be as follows:

- I. Point System: To meet the statutory professional growth requirements for a given six year period, a teacher or administrator must submit a professional growth application showing completion of acceptable professional growth activities totaling 60 points.

Teachers with an MA or BA degree may use any combination of college credit and/or growth points to meet the requirements.

Only college credit hours will be used to advance personnel on the salary schedule; other professional growth points will not be used for any salary advancement.

Excess points earned during one growth period may not be carried over into the succeeding professional growth period.

- II. Application for Accreditation. Each staff member will be given the professional growth form at the beginning of the cycle. To assume growth points, the activity must have prior approval of the principal or the superintendent of schools. Staff members will identify qualified professional growth activities and review the list annually with the principal. The staff member and the principal will retain copies of the report and the third copy will be forwarded to the superintendent.
- III. Right to Appeal. In case any applicant wishes to appeal a decision rendered by the principal, he/she may make such appeal through the grievance procedure of this school system.
- IV. Professional Growth Activities.
 - A. Six semester hours of college credits from an approved or accredited institution of higher education. (Six semester hours equivalent to 60 points: i.e., one semester credit equals 10 points.)

- B. Other professional activities to determine eligible professional growth activities are listed on the Points Chart. The following is a guideline explaining each activity in detail. The numbers correspond with the numbers on the Points Chart.
1. Auditing college courses – 5 points per semester hour. Applicant must submit a transcript verifying this.)
 2. Enrollment in Adult Education Classes. Professional growth points for taking adult classes will be allowed only under specific conditions and circumstances. The work to be done must contribute to the professional growth and to the assigned position of the person involved. Four clock hours = one point.
 3. Attendance at professional conferences or conventions, including NSEA Convention. Two clock hours = one point.
 4. Specific building in service workshops attendance will earn credit for participation when these are organized and conducted by the principal. Visits to other schools are also included when they are approved by the principal. ESU (Educational Service Unit) workshops are included. Each application for credit shall indicate the nature of the workshop and the number of hours spent in the workshop. Three clock hours = two points.
 5. Teaching Adult Education Classes. Each class = five points.
 6. Supervising student teachers will earn 10 points for each student teacher for a full quarter block, or on the number of preparations.
 7. Professional publications in educational journals or magazines. Fifteen points per article
 8. Educational travel. Non college credit independent travel must have prior approval by the principal and shall be evaluated on the basis of educational worth. As a general rule, travel outside the United States and of not less than two weeks duration will be granted up to 30 points. Up to 10 points per week will be granted for travel within the United States. In order for credit to be allowed for travel, the places visited must be shown to have related value to education. A report of how travel experience will be integrated into school activities should be made to the principal. The report on travel might be similar to the following.
 - a) preparation of materials so that it can be used as a unit of instruction;
 - b) display or exhibit prepared for instructional use;

- c) pictorial description of the trip with accompanying notations for school instructional use.
- 9. Curriculum workshops and system wide committees for professional growth must involve planning and development of a curriculum guide or specific projects or activities designed for the betterment of instructional programs of the school. Each applicant must indicate the nature of the committee work and the time spent. Three clock hours = two points.
- 10. Professional organizations must be recognized professional educational organizations, and should include a magazine or journal published by that organization. Limit of two per year. Two points per organization and five points if an officer of that organization.
- 11. Teaching college credit classes earns 10 points for teaching each one semester course.

C. Accreditation of other activities.

This section provides for accreditation of activities worthy of professional growth which do not come within the scope of the previous listings or descriptions. It applies only to activities clearly, of high quality which contribute in an exceptional way to the school system. The applicant for credit should describe the nature of the work done, and explain how this activity will contribute to or enhance the school's program and/or the teacher's professional growth.

No more than 15 points may be awarded during a five year period for activities described in the preceding paragraph.

- V. Forms: Record of Professional Growth Activities and Points and Request for Approval of Professional Growth Credit forms may be obtained from the Superintendent's or Principal's office.

Failure to give evidence of professional growth constitutes just cause relating to the termination of the contract of certificated employees.

Legal Reference: NDE Rule 10
Neb. Statute 79-830

Cross Reference: 409.02 Certificated Employee Training, Workshops or Conferences

Approved 8-15-2011 Reviewed 2-11-13/2-8-16/2-11-19 Revised 3/11/13 /11/11/13

CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a certificated employee in a professional development program when the attendance would result in the certificated employee being excused from their duties or when the school district pays the expenses for the program.

Employees authorized by the superintendent to represent the school system at training, workshops and conferences will be allowed salary and expenses in conformance with regulations on expense reimbursement. Requests that involve unusual expenses or overnight travel must also be approved by the board.

The superintendent shall have sole discretion to allow or disallow certificated employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the certificated employee and the school district, the effect of the certificated employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Cross Reference: 402.08 Employee Travel Compensation
 402.11 Credit Cards

Approved 8-15-2011 Reviewed 2-11-13/2-8-16/2-11-19 Revised _____

CERTIFICATED EMPLOYEE FAMILY AND MEDICAL LEAVE

The district will comply with all provisions of the Family and Medical Leave Act of 1993 and amendments.

Unpaid family and medical leave will be granted up to twelve (12) weeks in any twelve (12) month period to eligible certificated staff members for the following reasons:

1. the birth or care of a newborn child within one (1) year of the child's birth;
2. the placement or care by way of adoption or foster care with the staff member within one (1) year of the child's arrival;
3. to care for the staff member's spouse, parent or dependent child with a serious health condition;
4. if the staff member's own serious health condition prevents that employee from performing the functions of the employee's job;
5. in qualifying urgent situations arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Unpaid leave will be granted up to twenty-six (26) weeks during a single twelve (12) month period to eligible certificated staff members to care for a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness.

For purposes of this policy, the twelve month period is defined as a "rolling period based on the date the leave is requested to begin and looking backward at the last twelve-months of use. Requests for family and medical leave shall be made to the superintendent.

To be eligible for FMLA benefits, a district employee must:

1. have worked for the district for a total of 12 months; and
2. have worked at least 1,250 hours over the previous 12 months.

When meeting the requirements set out in the family and medical leave administrative rules, employees may be allowed or required to substitute paid leave for unpaid family and medical leave according to the terms and conditions of the district's normal leave policies. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Requests for FMLA leave shall be submitted in writing. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act. It shall be the responsibility of the superintendent to implement this policy.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 2601 et seq. (1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 415.03 Support Staff Family and Medical Leave

Approved 8-15-2011 Reviewed 2-11-13/2-8-16/2-11-19 Revised _____

CERTIFICATED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATIONS

Determining the 12-month previous employment eligibility:

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

Spouses employed by the same employer:

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered service member with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Serious Health Condition defined:

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider, which includes:
 - A. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - 1) treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - 2) one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
 - B. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - C. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - D. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

- E. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Intermittent Leave for "Instructional Employees":

Special rules apply if an employee employed "mainly in an instructional capacity" requests intermittent leave or leave on a reduced schedule because of his/her own serious health condition or the serious health condition of a parent, child, or spouse that is foreseeable based on a planned medical treatment and the employee would be gone for more than twenty percent (20%) of the working days during the period of leave. In such cases, the district may require the employee to do the following things:

1. Take leave for periods of a particular duration not to exceed the duration of the planned medical treatment.
2. Transfer temporarily to another position offered by the district for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

An instructional employee who takes leave constituting less than twenty percent (20%) of the working days during the leave period would not be subject to transfer to an alternative position, or a requirement to be on leave for the duration of the treatment period.

An employee will be denied intermittent leave or leave on a reduced leave schedule to care for an immediate family member (spouse, child, and parent) with a serious health condition or if the employee has a serious health condition, if:

1. The employee, whether requesting leave because of his/her own serious health condition or because of the serious health condition of a parent, child, or spouse fails to establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures or a continuous treatment schedule).
2. The employee, whether requesting leave for his/her own serious health condition or because of the serious health condition of a family member, fails to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule.

Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for the placement of a child for adoption or foster care.

When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the district also may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits.

End-Of-Semester Circumstances

In some circumstances, the district may require instructional employees to continue their leave to the end of the academic semester within the FMLA guidelines.

Maintenance Of Health Benefits

The district is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the district may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Notice and Certification

Employee Notice: Employees seeking to use FMLA leave are required to provide 30 calendar days advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 calendar days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the district's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for the district reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave due to a FMLA-qualifying reason for which the district has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice: The district will post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Additionally, the district will either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.

When an employee requests FMLA leave or the district acquires knowledge that leave may be for a FMLA purpose, the district shall notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the district has enough information to determine that leave is being taken for a FMLA-qualifying reason, the district must notify the employee that the leave is designated and will be counted as FMLA leave.

Certification: The district may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The district may require second or third medical opinions (at the district's expense) and periodic recertification of a serious health condition. The district may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. The district may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, the district may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

CERTIFICATED EMPLOYEE JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Certificated employees will receive their regular salary. Any payment for jury duty shall be paid to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Legal Reference: Neb. Statute 25-1640

Approved 8-15-2011 Reviewed 2-11-13/2-8-16/2-11-19 Revised _____

CERTIFICATED EMPLOYEE MILITARY SERVICE LEAVE

Certificated employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above certificated employees who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 calendar days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 calendar days but less than 181 calendar days, the employee must submit an application for reemployment within 14 calendar days after the completion of service;
3. If absent more than 180 calendar days, by submitting an application for reemployment within 90 calendar days after the completion of service.

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 calendar days. Such person shall not be discharged without justifiable cause within 180 calendar days

after the date of reemployment if the person's period of military service before the reemployment was more than 30 calendar days but less than 181 calendar days.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
 79-838
 38 U.S.C. §§ 4312, 4313, 4316, 4317
 20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

Approved 8-15-2011 Reviewed 2-11-13/2-11-19 Revised 3/11/13

EDUCATION AIDE

The board may employ education aides or other instructional support personnel to assist certificated personnel in nonteaching duties, including, but not limited to:

- managing and maintaining records, materials and equipment;
- attending to the physical needs of children; and
- performing other limited services to support teaching duties when such duties are determined and directed by the teacher.

Education aides who hold a teaching certificate shall be compensated at the rate of pay established for their position as an education aide. It shall be the responsibility of the principal to supervise education aides.

Cross Reference: 412.02 Support Staff Qualifications, Recruitment, Selection

Approved 8-15-2011 Reviewed 2-11-13/2-8-16/2-11-19 Revised _____

SUPPORT STAFF DEFINED

Support staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time. Full-time school nurses are often included at the board's discretion as certificated staff.

A new employee shall be considered on probation for a period of not less than 90 days. At the end of the probationary period, progress and performance will be closely evaluated. If satisfactory, he/she will be classified as a regular employee.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support staff positions. Job descriptions may be approved by the board.

Cross Reference: 406.01 Certificated Employee Defined
 413.03 Support Staff Group Insurance Benefits

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF ASSIGNMENT

Determining the assignment of each support staff is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent shall consider the qualifications of each support staff and the needs of the school district.

Changes of assignment to a position of greater or lesser responsibility may result in corresponding adjustment of the salary.

It shall be the responsibility of the superintendent to assign support staff and report such assignments to the board.

Cross Reference: 201.01 Board Powers and Responsibilities

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for developing administrative regulations to implement the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
 905 Safety Program

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF EVALUATION

All supervisors will be evaluated each employment year. The evaluation will consist of a written evaluation by the superintendent of schools concerning these areas:

1. General job performance.
2. Supervision of personnel in the department.
3. Objectives toward which effort is to be made during succeeding evaluation period.

The evaluation results will be presented to the supervisor during a personal conference with the superintendent of schools.

Supervisors and building principals will submit to the superintendent of schools an evaluation of non certificated personnel under their supervision each employment year.

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16/ 3/11/19 Revised _____

SUPPORT STAFF RESIGNATION

Non-certified staff will be considered "at-will" employees and be provided with a work agreement that indicates hourly wage, benefits, and other pertinent information. The "at-will" employee may be terminated by the superintendent in situations that involve a breach of regulations, actions, conduct, or behavior that may endanger the safety of students or staff, or other reasons deemed justified for termination. When possible, a two week notice will be provided to the employee regarding termination or loss of job status due to administrative assessment of need for the respective position. Also, when possible, the employee should give two weeks notice when he/she wishes to terminate employment with the school district.

Cross Reference: 412.03 Support Staff Contracts

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF EMPLOYMENT AGREEMENTS

The board may enter into written employment agreements with support staff employed on a regular basis. The contract will state the terms of employment.

Support staff shall receive a job description stating the specific performance responsibilities of their position.

It shall be the responsibility of the superintendent to draw up and process the support staff agreements and present them to the board for approval.

Cross Reference: 413.01 Support Staff Compensation
 413.02 Support Staff Wage and Overtime Compensation
 414 Support Staff Termination of Employment

Approved : 1/16/2012 Reviewed 1/16/12, 4/11/16, 3/11-19 Revised _____

SUPPORT STAFF WAGE AND OVERTIME COMPENSATION

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay or compensatory time. Overtime will not be permitted without prior authorization of the superintendent.

Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Legal Reference: 29 U.S.C. §§ 206 et seq. (1994).
29 C.F.R. Pt. 778 (1968).

Cross Reference: 412.03 Support Staff Contracts

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF SUSPENSION OR DISMISSAL

Support staff shall perform their assigned jobs, respect and follow board policy and obey the law. The superintendent is authorized to suspend a support staff member with or without pay pending board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a support staff member with or without pay.

In the event of a suspension, due process will be followed.

Cross Reference: 405 Employee Conduct and Appearance
 414 Support Staff Termination of Employment

Approved 8/15/2011 Reviewed 3/11/13, 4/11/16, 3/11/19 Revised _____

SUPPORT STAFF HOLIDAYS AND PERSONAL LEAVE

Non certified employees may observe the following paid holidays: Christmas Day, Labor Day, Thanksgiving Day, New Year's Day and Good Friday.

Two personal days leave per year will be granted by the superintendent. This leave may accumulate to four days.

Cross Reference: 410.01 Certificated Employee Vacations, Holidays and Personal
 Leave
 602.01 School Calendar

Approved 8/15/2011 Reviewed 4/15/13-5/10/16-4/8/19 Revised _____

SUPPORT STAFF PERSONAL ILLNESS LEAVE

Non-certified full time are entitled to twelve (12) and part time employees are entitled to eight (8) sick leave days each year. Sick leave shall be cumulative to 45 days. Sick leave may be used for:

1. Personal illness or injury not service connected.
2. Illness in the employee's immediate family.

Half-time employees are entitled to one half the benefits given full-time and part-time employees.

Legal Reference: 26 U.S.C. §§ 2601 et seq. (Supp. 1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 404.02 Employee Injury on the Job

Approved 8/15/2011 Reviewed 4/15/13-5/10/16-4/8/19 Revised _____

SUPPORT STAFF FAMILY AND MEDICAL LEAVE

The district will comply with all provisions of the Family and Medical Leave Act of 1993 and amendments.

Unpaid family and medical leave will be granted up to twelve (12) weeks in any twelve (12) month period to eligible support staff members for the following reasons:

1. the birth or care of a newborn child within one (1) year of the child's birth;
2. the placement or care by way of adoption or foster care with the staff member within one (1) year of the child's arrival;
3. to care for the staff member's spouse, parent or dependent child with a serious health condition;
4. if the staff member's own serious health condition prevents that employee from performing the functions of the employee's job;
5. in qualifying urgent situations arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Unpaid leave will be granted up to twenty-six (26) weeks during a single twelve (12) month period to eligible support staff members to care for a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness.

For purposes of this policy, the twelve month period is defined as a "rolling period based on the date the leave is requested to begin and looking backward at the last twelve-months of use. Requests for family and medical leave shall be made to the superintendent.

To be eligible for FMLA benefits, a district employee must:

1. have worked for the district for a total of 12 months; and
2. have worked at least 1,250 hours over the previous 12 months.

When meeting the requirements set out in the family and medical leave administrative rules, employees may be allowed or required to substitute paid leave for unpaid family and medical leave according to the terms and conditions of the district's normal leave policies. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Requests for FMLA leave shall be submitted in writing. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act. It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 29 U.S.C. §§ 2601 et seq. (1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 410.03 Certificated Employee Family and Medical Leave

SUPPORT STAFF FAMILY AND MEDICAL LEAVE REGULATIONS

Determining the 12-month previous employment eligibility:

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

Spouses employed by the same employer:

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered service member with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Serious Health Condition defined:

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider, which includes:
 - A. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - 1) treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - 2) one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
 - B. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - C. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - D. A period of incapacity that is permanent or long-term due to a condition for which

treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

- E. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Intermittent Leave for "Instructional Employees":

Special rules apply if an employee employed "mainly in an instructional capacity" requests intermittent leave or leave on a reduced schedule because of his/her own serious health condition or the serious health condition of a parent, child, or spouse that is foreseeable based on a planned medical treatment and the employee would be gone for more than twenty percent (20%) of the working days during the period of leave. In such cases, the district may require the employee to do the following things:

1. Take leave for periods of a particular duration not to exceed the duration of the planned medical treatment.
2. Transfer temporarily to another position offered by the district for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

An instructional employee who takes leave constituting less than twenty percent (20%) of the working days during the leave period would not be subject to transfer to an alternative position, or a requirement to be on leave for the duration of the treatment period.

An employee will be denied intermittent leave or leave on a reduced leave schedule to care for an immediate family member (spouse, child, parent) with a serious health condition or if the employee has a serious health condition, if:

1. The employee, whether requesting leave because of his/her own serious health condition or because of the serious health condition of a parent, child, or spouse fails to establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures or a continuous treatment schedule).
2. The employee, whether requesting leave for his/her own serious health condition or because of the serious health condition of a family member, fails to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule.

Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for the placement of a child for adoption or foster care.

When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the district also may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits.

End-Of-Semester Circumstances

In some circumstances, the district may require instructional employees to continue their leave to the end of the academic semester within the FMLA guidelines.

Maintenance of Health Benefits

The district is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the district may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Notice and Certification

Employee Notice: Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the district's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for the district reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave due to a FMLA-qualifying reason for which the district has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice: The district will post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Additionally, the district will either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.

When an employee requests FMLA leave or the district acquires knowledge that leave may be for a FMLA purpose, the district shall notify the employee of his or her eligibility to take leave,

and inform the employee of his/her rights and responsibilities under FMLA. When the district has enough information to determine that leave is being taken for a FMLA-qualifying reason, the district must notify the employee that the leave is designated and will be counted as FMLA leave.

Certification: The district may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The district may require second or third medical opinions (at the district's expense) and periodic recertification of a serious health condition. The district may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. The district may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, the district may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

SUPPORT STAFF JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Support staff will receive their regular salary. Any payment for jury duty shall be paid to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Legal Reference: Neb. Statute 25-1640

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SUPPORT STAFF MILITARY SERVICE LEAVE

Support staff who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above support staff who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 workdays, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 workdays but less than 181 workdays, the employee must submit an application for reemployment within 14 calendar days after the completion of service;
3. If absent more than 180 workdays, by submitting an application for reemployment within calendar 90 days after the completion of service.

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 workdays. Such person shall not be discharged without justifiable cause within 180 workdays after the date of reemployment if the person's period of military service before the reemployment was more than 30 workdays but less than 181 workdays.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
79-838
38 U.S.C. §§ 4312, 4313, 4316, 4317
20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence