

## **ARTICLE 4: PERSONNEL**

### **CONCEPTS AND ROLES IN PERSONNEL**

#### **Introductory Statement**

**4000**

The board of education of McPherson County Schools believes that capable, well-trained, and student-oriented personnel are important for maintaining a quality learning environment. To that end, the board of education endorses hiring procedures which involve a competitive interview process and will ensure that the best personnel available will be employed. The school district shall participate in development and evaluation practices for its employees.

The superintendent of schools shall be responsible for keeping the board of education apprised of all recruitment, hiring, assignment, evaluation, development, and termination procedures for school district employees, except coaching staff assignments. All new personnel assignments and reassignments shall be reported by the superintendent to the board of education at the next regular monthly meeting of the board of education. Such actions shall be subject to a majority vote of the entire board of education.

No member of the board of education shall vote on the hiring or reemployment of an individual employee who is related to said board member by blood or marriage. However, a board member may vote on the hiring or reemployment of a group of teachers notwithstanding the fact that one person within that group may be related by blood or marriage.

Throughout this article and all board of education policies, the reference to “classified employee” shall refer to any employee who is not required to hold a teaching certificate or is not actively assigned to teaching students. It shall include, but not be limited to custodians, groundskeepers, school lunch personnel, teacher aides, secretaries, etc. The reference to “certified employee” or “certificated employee” shall refer to all employees that are required to have a teaching certificate and/or endorsement to teach. It shall include, but not be limited to, the superintendent, all teachers, and the guidance counselor.

Legal Reference:                   Neb. Rev. Stat. § 79-501  
  Neb. Rev. Stat. § 79-818

## **Goals of School District Personnel Program**

**4002**

The personnel employed by McPherson County Schools constitute the most important resource for effectively conducting a quality learning program. Important contributions to a successful education program are made by all school district employees. The school district's program of education can function best when the school district employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conducive to high morale and which enable all school district employees to fully contribute to the school district's program services.

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

- (a) To develop and implement those strategies and procedures for personnel recruitment, screening, and selection, which will result in employing the best available candidates, i.e., those with the highest capabilities, strongest commitment to quality education, and the greatest probability of effectively implementing the school district's learning program;
- (b) To develop a general employment strategy for the greatest contribution to the learning program, and to utilize it as the primary basis for determining assignments for school district employees;
- (c) To develop a climate in which optimum performance, morale, and satisfaction are produced by school district employees;
- (d) To provide positive programs of development for school district employees, designed to contribute both to the improvement of the learning program and to each employee's career development aspirations;
- (e) To provide for a genuine cooperative approach to education, including the involvement of school district employees in planning, decision making, and evaluation;
- (f) To provide attractive compensation and benefits, as well as other provisions, for the welfare of school district employees; and
- (g) To develop and utilize employee evaluation procedures which contribute to the improvement of both the employees' capabilities and the learning program.

## **Employee Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Complaint Procedure**

**4003**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, ethnic or national origin, religion, sex, gender, marital status, disability, pregnancy, childbirth or related medical condition, veteran status, age, and any other legally prohibited basis, a complainant should follow the procedures set forth below:

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted in writing to the principal using the form in Policy AR-4003.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools using the form in AR-4003.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education using the form in AR-4003.
  - d) Complaints involving discrimination or harassment on the basis of race, color, ethnic or national origin, religion, sex, gender, marital status, disability, pregnancy, childbirth or related medical condition, veteran status, age, and any other legally prohibited basis, may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
  - a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 60 days after the administrator or Title IX/504 coordinator received the complaint.
4. A complainant who is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 60 days after the superintendent received complainant's written appeal.
5. A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.
- a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 60 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.

- d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 60 days after the president received the complaint.

The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Policy Adopted on: May 6, 2015  
Policy Revised on: May 12, 2016

It is the policy of McPherson County Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status.

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

**Staff Benefits****4005**

Classified and certificated employees of the school district shall participate in the Nebraska School Employees Retirement System as set forth in Neb. Rev. Stat. §§ 79-901 to 79-977.03.

Eligible classified and certificated employees of the school district shall also participate in the school district's health, sick leave, personal leave, bereavement, and other programs so determined by statute and/or by the board of education.

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

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

- (a) 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 student are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (e.g., e-mailing a message about a student's grades);
- (b) Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that a school district employee posts on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for students;
- (c) Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the school district;
- (d) Making any sexual advance (verbal, written, or physical) towards a student;
- (e) Showing sexually inappropriate materials or objects to a student;
- (f) Discussing with a student sexual topics that are not related to a specific curriculum;
- (g) Telling sexual jokes to a student;
- (h) Invading a student's physical privacy (e.g., walking in on the student in the restroom);
- (i) Hugging or other physical contact with a student that is initiated by the school district employee when the student does not seek or want such contact;
- (j) Being "touchy" with a specific student or students;
- (k) Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or Section 504 Plan;
- (l) Discussing with a student the school district employee's problems that would normally be discussed with adults only (e.g., marital problems);
- (m) Giving a student a ride in the school district employee's personal vehicle without express permission of the student's parent or a school district administrator, unless another adult is present in the vehicle;

- (n) Taking a student on an outing without obtaining prior express permission from the student's parents or a school district administrator;
- (o) Inviting a student to the school district employee's home without prior express permission of the student's parents and a school district administrator;
- (p) Going to a student's home when the student's parents or a proper chaperone are not present; or
- (q) Giving gifts of a personal nature to a specific student, or students.

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

This policy sets forth the requirements, restrictions, and procedures related to the use of physical restraints and seclusions at McPherson County Schools.

**Physical Restraint**

“Physical restraint” means one or more persons using a physical hold to restrict a student’s freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this policy.

Physical restraint may be used in the following circumstances:

- (a) To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
  - (1) A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
  - (2) Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act. (Note: If a student is about to destroy or damage property, the act of grasping the student’s arm or leg solely to prevent the striking, throwing, or kicking of the item is not prohibited);
- (b) To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
- (c) In circumstances where the student’s IEP or Behavioral Plan provide for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student’s IEP if the IEP team determines the use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used when a known medical or psychological condition contraindicates its use or as a form of punishment.

Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated. Use of physical restraint shall take into consideration the safety and security of the student. In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, school district employees shall consider the potential for injury to the student, the student’s privacy interests, and the educational and emotional well-being of other students in the vicinity. If physical restraint is imposed upon a student whose primary mode of

communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

Physical restraint shall be used only by individuals who have received systematic training that includes all of the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years. Training with respect to physical restraint may be provided either by the school district or by an external entity and shall include, but need not be limited to, the following:

- (a) Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- (b) A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- (c) The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- (d) Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- (e) Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- (f) Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

### Seclusion

“Seclusion” is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior. Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

Seclusion may be used in the following circumstances:

- (a) When a student’s behavior is so out of control that such behavior creates a risk of injury to the student or others;
- (b) When a student’s behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place where the student may be moved to prevent continued disruption;
- (c) When a student’s behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could

reasonably be employed to allow the student to calm down and engage in appropriate behaviors and educational activities; and

- (d) The student has an IEP or Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines the use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective.

Seclusion may not be used when a known medical or psychological condition contraindicates its use or as a form of punishment.

Use of seclusion shall take into consideration the safety and security of the student. Any enclosure for seclusion, other than enclosures used on a temporary basis, shall meet the following requirements:

- (a) Such enclosure shall have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated, but also any other individual who is required to accompany that student;
- (b) Such enclosure shall be constructed of materials that cannot be used by students to harm themselves or others; be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others; and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing);
- (c) If an enclosure is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, such panel shall be unbreakable;
- (d) Such enclosure shall be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For a student who does not communicate verbally, arrangements shall be made to permit the student to periodically communicate his or her needs; and
- (e) If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a supervising adult, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

Any adult who is responsible for supervising a student in seclusion shall remain within close proximity of the enclosure. Such adult shall periodically check on the student visually if possible. A student shall not be kept in seclusion for more than twenty (20) minutes after the student ceases presenting the specific behavior for which seclusion

was imposed or any other behavior for which seclusion would be an appropriate intervention.

Training shall be provided to school district employees who are anticipated to be involved in the use of seclusion. Such training shall cover the procedures contained in this policy.

#### Documentation of Use of Physical Restraint or Seclusion

A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each record shall include the following:

- (a) The student's name;
- (b) The date of the incident;
- (c) The beginning and ending times of the incident;
- (d) A description of any relevant events leading up to the incident;
- (e) A description of any interventions used prior to the implementation of physical restraint or seclusion;
- (f) A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
- (g) A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and school district employees;
- (h) A description of any injuries (whether to students, school district employees, or others) or property damage;
- (i) A description of any planned approach to dealing with the student's behavior in the future;
- (j) A list of the school district employees who participated in the implementation, monitoring, and supervision of physical restraint or seclusion; and
- (k) The date on which the student's parent or legal guardian was notified.

The record shall be completed by the beginning of the school day following the use of physical restraint or seclusion.

The superintendent of schools, or his or her designee, shall be notified of the incident and use of physical restraint or seclusion as soon as possible, but not later than the end of the school day on which it occurred. Within twenty-four (24) hours after use of physical restraint or seclusion, the superintendent, or his or her designee, shall send written notice to the student's parent or legal guardian, unless the parent or legal guardian has provided the school district with a written waiver of such requirement for notification. The notice shall include the date of the incident, a description of the intervention used (physical restraint or seclusion), and the name of the person at the school district who may be contacted for further information.

#### Evaluation of the Use of Physical Restraint or Seclusion

An evaluation shall be conducted whenever a physical restraint exceeds fifteen (15) minutes or results in physical injury, whenever a seclusion exceeds thirty (30) minutes, or use of physical restraint or seclusion is repeated with an individual student during any

three-hour period. A certificated school district employee trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall conduct the evaluation. The evaluation shall consider the appropriateness of continuing the procedure used, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance). The results of the evaluation shall be committed to writing and copies shall be placed into the student's temporary student record and provided to the superintendent or his or her designee.

This policy sets out the responsibilities of and the procedures to be followed by school district employees relating to the recognition and reporting of suspected child abuse or neglect.

For purposes of this policy and the Nebraska Child Protection and Family Safety Act, Neb. Rev. Stat. §§ 28-710 to 28-727, “child abuse or neglect” shall mean knowingly, intentionally, or negligently causing or permitting a minor child to be:

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

“Minor child” shall be defined as any unemancipated person under the age of nineteen.

Any school district employee who has reasonable cause to suspect that a minor child is a victim of abuse or neglect, or who observes conditions which reasonably would result in abuse or neglect, shall report such incidents as set out below. Such abuse or neglect should be reported irrespective of whether abuse or neglect is alleged to have occurred off of school grounds, outside school activities, outside the school district, or even if the alleged victim is not a student at McPherson County Schools. Although Neb. Rev. Stat. § 28-711 specifically requires that “any school employee” make such a report, it also requires that a report be made by “any other person” who has reasonable cause to believe a child has been subjected to abuse or neglect.

To report an incident of suspected child abuse or neglect, a school district employee shall immediately notify the principal and/or the superintendent of schools and explain the basis for the employee’s belief that such child abuse or neglect exists. The principal or superintendent shall accurately document the employee’s report of suspected abuse or neglect and, upon reaching a consensus that reasonable cause exists to believe that abuse or neglect occurred as defined in this policy, then the principal or superintendent shall immediately contact the local law enforcement agency or the Department of Health and Human Services (DHHS) via its toll-free hot line and make an oral report. If uncertainty remains as to whether reasonable cause exists to make a report, the principal or superintendent (or in their absence, any school district employee) should contact the school district’s legal counsel. **When in doubt, all uncertainty should be resolved in favor of making a report to the appropriate law enforcement agency or DHHS.**

If a school district employee believes that reasonable cause exists to make a report to the appropriate law enforcement agency or DHHS, and the principal or superintendent

believes that no such report is warranted, the employee should proceed to make the appropriate report and there shall be no retaliation against such employee for making the report. The mere fact that the principal or superintendent are unwilling to make a report to the appropriate law enforcement agency or DHHS does not obviate the employee's obligation to make the report as provided by law and this policy if the employee believes that reasonable cause exists to make the report.

If neither the principal nor the superintendent are available to consult with the school district employee regarding the making of a report, and if the employee is unsure whether a report is required by law and this policy, then such employee is authorized by this policy to consult with the school district's legal counsel regarding the making of a report to the appropriate authorities.

The oral report shall be followed by a written report. In making the follow-up written report to the appropriate law enforcement agency or DHHS, the principal, superintendent, or school district employee shall use the reporting form contained in AR-4020, Report of Suspected Child Abuse or Neglect Form. All employees participating in making the report shall be identified in the written report. Any person participating in an investigation or the making of a report of child abuse or neglect required by law or participating in a judicial proceeding therefrom shall be immune from any liability, civil or criminal, that might otherwise be incurred or imposed, except for maliciously false statements.

All investigative reports, statements, witness summaries, correspondence, and any other documentation relating to suspected claims of abuse or neglect, whether reported or not, shall be maintained by the superintendent in a separate file. Contents of such file shall remain confidential pursuant to state and federal statutes dealing with student records

Legal Reference:                   Neb. Rev. Stat. §§ 28-710 to 28-727  
  Neb. Rev. Stat. § 43-2101

Policy Adopted: May 6, 2015

**Wage and Deduction Information**

**4024**

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

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

## **Use and Care of School Equipment and Facilities**

**4025**

All school district employees are responsible for overseeing the care, inventory, and security of school district equipment, materials, and facilities associated or in connection with their job assignment. Any damaged or non-functioning items vital to job performance shall be reported immediately to the superintendent of schools so that repairs or replacements can be considered or made. Further, if valuable items of equipment or materials are not able to be reasonably protected, the situation shall be reported to the superintendent for appropriate protective action. Moreover, any incident of theft or vandalism involving school property shall be reported immediately to the superintendent.

No school district equipment or materials shall be used for private or personal entrepreneurial activity. The use of any school district equipment or materials (such as copying machines, computers, shop tools, etc.) any personal, non-profit activity must have prior approval of the superintendent. A fee shall be charged to fully reimburse the school district for any equipment and materials used.

The superintendent may allow school district employees or students to check out and use some school district equipment, such as computers, if the use will enhance the skill of the individual or benefit the school district. No school district equipment shall be removed from school buildings or the school campus without permission from the administrator responsible for such equipment. All school district equipment shall be checked out and signed for by the person that will be using it and shall be returned within a specified period of time. School district equipment shall not be checked out if it will in any way interfere with the educational process of the students.

The use of school district facilities shall be controlled and limited to those functions which relate to programs approved for the education of the residents of the school district and which are adequately supervised with regard to the health, safety, and protection of the individuals and property involved. Provisions for the health, safety, and protection of such individuals and property shall be included in the planning of all programs.

Legal Reference:                   Neb. Rev. Stat. § 79-526

**Prohibition on Aiding and Abetting Sexual Abuse**

**4026**

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

Policy Adopted: February 8, 2017

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

Policy Adopted: February 8, 2017

## **Work Area Safety and Accident Reporting**

**4030**

All school district employees share in the responsibility for maintaining a safe and healthy school environment. Any unsafe or unhealthy conditions in the immediate work area, school building, or on the school campus should be reported immediately to the superintendent of schools. In the event of an accident to a school district employee, student, or visitor, the safety and care of the injured individual shall be the initial primary concern. A report of the incident shall be made to the superintendent as soon as possible. Any incident which requires the attention of medical personnel and/or is deemed important by a school district employee shall be reported to the superintendent.

Refer to Policy 3520, School District Safety Committee.

**Insurance**

**4035**

In accordance with state and federal statute, all school district employees shall be insured against work-related injury and consequent disability by workers compensation insurance.

In addition to the insurance programs that may be provided to school district employees through any employee negotiated agreement, the school district shall provide such other insurance coverage that will protect the board of education and school district employees from liability claims that may arise out of the lack of prudent performance of assigned duties.

Legal Reference:           Neb. Rev. Stat. § 44-1615  
                                  Neb. Rev. Stat. § 48-106

## **Work on Inclement Weather Days**

**4040**

The following school district employees shall be expected to report for work when a school day is canceled for student instruction because of inclement weather, unless the superintendent of schools or his or her designee directs otherwise: superintendent, secretaries, custodians, and maintenance staff. If the school day is canceled during the day because of inclement weather, classified and certificated employees not listed above may be released after students have been excused or accounted for.

Classified and certificated employees who miss work due to inclement weather, when school is in session, may use personal days as available.

Refer to Policy 2405, Emergency Responses.

## **Health-Related Absences**

**4045**

Any school district employee who is unable to report to work because of a health-related condition shall contact the superintendent of schools or his or her designee. The superintendent shall maintain an up-to-date list of qualified and available substitute teachers, as well as a list of people available to be called as substitutes for classified positions.

If any school district employee experiences a health-related absence of three days or more, or demonstrates a pattern of frequent health-related absences, the board of education reserves the right to require such employee to present school district officials with a physician's statement for documenting either (a) the need to remain absent from work, or (b) the employee's fitness to return to work. The school district further reserves the right to require a second opinion on such medical circumstance by a physician chosen and reimbursed by the school district. If such employee has a prolonged health-related absence or refuses to cooperate in securing a physician's statement as described above, the board of education reserves the right to terminate the employment.

In the event that a school district employee contracts a communicable disease, any continued employment decisions shall be based on guidelines established by the Nebraska Department of Health and Human Services and/or the school district's physician.

Any absence by a school district employee that is not authorized within school district policies shall be reported by the employee's supervisor to the superintendent. If such absence is found to not be an approved absence, the employee's pay shall be deducted at his or her scheduled rate of pay.

A record of all accrued vacation time and of all absences shall be kept in each school district employee's personnel file maintained in the superintendent's office.

Legal Reference:               Neb. Rev. Stat. § 79-827

**Facilities for Milk Expression**

**4047**

The district will designate a private area, other than a restroom, for an employee for breast-feeding or to express breast milk for her nursing child in a place that is shielded from view and free from intrusion from co-workers and the public.

Legal Reference: LB 627 (2015)

Policy Adopted: March 10, 2016

## **National Guard/Reserves and Jury Duty**

**4050**

School district employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve should attempt to schedule time for the normal weekly, monthly, or annual active duty during time when school is not in session. If it becomes necessary for a school district employee to serve on active duty during the school year, such employee shall not lose pay or benefits for the time spent on active duty as follows. Employees who normally work or are normally scheduled to work one hundred twenty (120) hours or more in three consecutive weeks shall receive a military leave of absence of one hundred twenty (120) hours each calendar year. Employees who normally work or are normally scheduled to work less than one hundred twenty (120) hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. If such active duty is upon the call of the Governor of the State of Nebraska for a state of emergency, a state of emergency leave of absence shall be granted until the employee is released from active service of the state by competent authority. Such employee shall receive his or her normal salary or compensation minus the state active duty base pay he or she receives in active service of the state.

School district employees called for jury duty shall give their immediate supervisor notice within a reasonable time of receiving a jury summons. Such employees shall be excused without loss of pay or benefits, except that pay may be reduced in an amount equal to any compensation, other than expenses, paid by the court for jury duty.

Legal Reference:           Neb. Rev. Stat. § 25-1640  
                                  Neb. Rev. Stat. § 55-160

## **Participation in Community Activities**

**4053.1**

School district employees are encouraged to take an active part in the affairs of both the school district and the community. The school district and the community should not be considered separate and apart, but as working as a unified whole in the educative process.

The superintendent of schools shall involve himself or herself personally with many facets of community life and provide opportunities for all citizens, including non-parents, to experience relationships with the school district. All school district employees shall work to maintain the understanding and goodwill flowing from the community to the school district and vice versa.

The board of education recognizes that school district employees have a dual role in their relations with the public, which may complicate decisions concerning responsibility from time to time. Such employees may have to decide between their responsibilities as professionals employed by the school district on the one hand, or as members of the community on the other hand, when differences of opinion arise concerning goals or operations of the school district.

The board of education believes that the First Amendment rights of school district employees must be protected. The board of education also believes that the school district should not be subjected to unfair, unwarranted, or malicious attacks from within. To help achieve these two goals, the school district administration shall confer and work with school district employees or employee groups in setting up a carefully designed procedure for handling differences of opinion between the board of education and employees which will have at least the following characteristics:

- (a) Protect and guarantee each employee's First Amendment rights;
- (b) Set guidelines for helping employees distinguish between their professional employee relationship responsibilities and their duties as lay citizens;
- (c) Establish procedures for handling grievances so that the prosecutor and judge/jury roles are not centered in one person or group; and
- (d) Provide for channels of communication within the school district to enable employees to have access to policy positions of the board of education, regulations developed by the administration, and prompt notification of events and pertinent facts.

**Participation in Political Activities**

**4053.2**

The board of education recognizes that school district employees have the same fundamental civic responsibilities and privileges as other citizens, including campaigning for elective public office and holding an elective or appointive public office.

Any school district employee who intends to campaign for an elective public office shall notify the superintendent of schools in writing at the earliest possible moment of the office in which he or she intends to seek, together with a proposal concerning the terms and conditions of continued employment. The board of education is under no obligation to subsidize the holding of any specific elected position through approved absences. Each situation will be evaluated individually by the superintendent under the fundamental premise that the right of each student to continuity of instruction is paramount.

No school district employee shall use school facilities, equipment, or supplies in connection with campaigning; nor shall the employee use any time during the working day for campaigning purposes.

## **Employee-Student Relations**

**4053.3**

School district employees are expected to regard each student as an individual and to accord each the rights and respect due any individual. Employees shall be resource persons, aides, and guides in the learning process and shall provide for the fullest self-determination by each student in regard to his or her learning program, consistent with school district and local goals and with optimum opportunities for all students. Students shall be treated with courtesy and consideration.

Students are expected to regard school district employees as individuals employed to provide direct or indirect contributions to learning and as persons with specific knowledge and capabilities that can be well-utilized to advance the students' knowledge and development. While students shall have considerable latitude in making choices for themselves, they are required to respect the rights of school district employees and other students, and interference with those rights shall not be condoned. No student shall have the right to interfere with the efforts of school district employees to coordinate or assist in learning, to disseminate information for the purpose of learning, or to otherwise implement a learning program, or the right to interfere with the motivation to learn or the learning activities and efforts of other students.

## **Assignments, Transfers and Posting Vacancies**

4055

The superintendent of schools shall, after consulting with other personnel, assign school district employees to positions prescribed by the board of education and transfer employees to different positions for which they are qualified as needs dictate. Transfers of certificated teaching assignments may be made at the initiative of the superintendent or be considered at the request of a certificated teacher, when in the judgment of the superintendent the transfer would jointly benefit the teacher(s) and/or the school district.

In making assignments and transfers, consideration shall be given to academic qualifications, preparation, and the contribution such employee can make to the overall education of students. All employee assignments and transfers are subject to the approval of the board of education.

Unless an emergency situation prevails, all certificated and classified staff vacancies shall be posted in the superintendent's office or in an area designated by the superintendent. Current school district employees may apply for existing vacancies by writing a letter of interest to the administrator identified on the posted notice. If the situation permits, current employees shall be granted an interview for other positions for which they are qualified. However, the school district does not have the obligation to guarantee current employees priority consideration over candidates not currently employed by the school district.

Attempts shall be made to determine duty assignments of school district employees at the time the contract for certificated employees is issued or at the time the board of education approves the continued employment of classified employees. Such determinations are subject to change as conditions may dictate prior to the opening of each school year.

The superintendent shall attempt to keep all duty assignments fair and reasonable within the limits of the salary schedule and the preparation of individual school district employees. Additional duties may be assigned by the administration outside of the school day for supervision or operation of school-sponsored events on as nearly an equal basis as possible.

Certificated and classified employees shall be required to leave a forwarding address with the superintendent prior to the end of the school year in the event they contemplate being away from their regular local residence for the summer months.

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

## **Physical Examinations, Classified and Certificated Employees**

**4055.1**

The board of education reserves the right to require prospective classified and certificated employees to have a pre-employment physical examination upon initial notification of employment with the school district. Such physical examination shall be taken within seventy-two hours of notification to the prospective employees, shall be done by a physician as determined by the superintendent of schools, and shall be paid for by the school district.

The extent of the physical examination shall be determined by the position for which the prospective employee has applied. All physical examinations shall include blood and urine tests to ensure that the prospective employee is drug and/or alcohol free at the time of the examination and does not have any communicable diseases that would be hazardous to his or her health or the health of those individuals with whom he or she might come into contact with during the course of his or her employment with the school district.

The prospective employee shall present a copy of the completed physical examination, signed by the approved physician, to the superintendent or his or her designee. The final acceptance for employment shall be determined after completion of the physical examination. The report of the physical examination shall become part of the employee's permanent record. The board of education reserves the right to not employ a person based upon the results of the pre-employment physical examination.

The board of education may request any school district employee to submit to additional physical examinations at any time. In the event a school district employee is involved in an accident which results in his or her injury, the injury of other school district employee, or the injury of a student or students, such employee agrees to submit himself or herself to blood and urine tests if requested by law enforcement officials, the board of education, or the superintendent.

The acceptance of a contract with the school district implies the willingness of a prospective employee to accept the stipulations set forth in this policy. The refusal to submit to drug and/or alcohol tests shall serve as sufficient reason to remove a person's name from consideration of employment with the school district. The refusal of a school district employee to submit to future random drug and/or alcohol tests as allowed by law, or to drug and/or alcohol tests following an accident, will result in immediate suspension, with pay, until the board of education can meet to review the case and determine the future employment status of the employee. Any school district employee aggrieved by any decision made by the board of education or other school district officials concerning this policy may file a grievance as set forth in Policy 4235, Grievance Procedures for Classified Employees or Policy 4620, Grievance Procedures for Certificated Employees.

## **Pay Periods**

**4060**

The annual salary of all full-time school district employees shall be divided into twelve equal monthly payments. Such payments shall be made on the 15th day of each month, starting after the first month of employment. If the 15th day falls on a weekend or vacation day, such school district employees shall be paid on the last school day prior to the 15th. If a certificated employee terminates his or her employment with the school district upon the completion of a school year, he or she shall continue to be paid on a 12-month basis as specified in the contract document.

All salary deductions for unexcused absences, for both classified and certificated employees, shall be made on the basis of one day of the total working days for classified employees and total contract days for certificated employees.

The board of education authorizes the withholding of funds from monthly paychecks for the payment of monthly insurance premiums or for participation in an investment program, which may require special arrangements regarding payroll deductions. If it is necessary to cover the difference between a school district employee's insurance premium and the amount contributed by the school district, such difference shall be withheld from the employee's salary upon his or her written consent. The board of education reserves the right to select any company or companies to supply group policies to the school district and its employees.

The superintendent of schools shall develop administrative regulations regarding the method of handling such financial arrangements, provided that the method of withholding does not require an unreasonable amount of accounting time or bookkeeping procedures and allows for deductions to be made over more than one pay period.

The superintendent of schools shall be responsible for maintaining personnel files for all classified and certificated employees. All personnel files shall contain, at a minimum, the following basic items:

- (a) Initial date of employment;
- (b) Federal withholding tax certificate;
- (c) Appropriate retirement information;
- (d) Current sick leave and vacation leave information;
- (e) Any health information or forms deemed pertinent for the employee;
- (f) A journal recording the name of any individual accessing the file, along with the date and time the file was accessed; and
- (g) Any other information deemed pertinent by the board of education or the superintendent for the employment of such individual with the school district.

In addition to the information set out above, the personnel files of all certificated employees shall also contain the following information:

- (a) A valid teaching certificate, or a copy of the same which covers the entire period of the employee's contract;
- (b) A complete transcript of all college credits showing degrees granted, etc. Refer to Policy 4515, Salary Guides, for information pertaining to movement on the salary schedule resulting from completion of additional college credits;
- (c) A record of each individual's teaching experience;
- (d) Completed and properly signed copies of all job performance evaluations completed by properly certified administrators. The superintendent's evaluation is to be completed by the board of education; and
- (e) Any other information deemed pertinent by the board of education or the superintendent for the employment of such individual with the school district.

The board of education may withhold the salary of any certificated employee until a valid teaching certificate has been registered with the office of the superintendent.

Legal Reference:           Neb. Rev. Stat. §§ 79-804 to 79-805  
                                  Neb. Rev. Stat. § 79-819  
                                  Neb. Rev. Stat. § 79-828  
                                  Neb. Rev. Stat. § 79-830  
                                  92 NAC 10 001.01 to 015.07

## **Employee Access to Personnel Files**

**4065.1**

Any school district employee shall, upon request, have access to his or her personnel file maintained by the school district, and shall have the right to attach a written response to any item in such file.

Any school district employee may authorize another person to have access to or be sent information from such file, and such authorization shall be honored by the school district. Such authorization must be in writing and state the name of the person authorized to have access to the employee's file and the period of time for which the person will be authorized to have such access. School district officials shall be relieved from any liability in the event the person designated in such writing discloses any information obtained by him or her in the course of examining the employee's file.

Such access and right shall not be granted with respect to any letters of recommendation solicited by the employer which may be in the file. Additionally, before a teacher can review his or her file, permission must first be secured from his or her respective administrator or designee. The file may not be removed from the room where it is kept, and there must be an administrator or designee present when it is reviewed. Items cannot be removed from the file.

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

## **Tobacco Use and Smoking Prohibited**

**4070**

In order to promulgate a healthy environment for students and school district employees, and to encourage healthy behavior in students, it is the board of education's policy that there will be no tobacco use and/or smoking products of any kind allowed in any school district buildings, on any school district property, or in any school district vehicles at any time.

Tobacco and/or smoking products include, but are not limited to, cigarettes, cigarette papers, cigars, cheroots, stogies, snuff, smoking tobacco, smokeless or chewing tobacco, pipes, electronic cigarettes, synthetic marijuana, hemp, bongs, other drug use paraphernalia, or any other tobacco or nicotine related products or devices, as well as look-alike products, devices, or paraphernalia.

This policy shall extend to all school district employees and students. This policy shall also extend to school district employees in the presence of students, and students attending school-sponsored events taking place off of school district property.

School district administrators are charged with the responsibility of administering this policy.

Legal Reference:               Neb. Rev. Stat. § 79-526  
  Neb. Rev. Stat. §§ 71-5716 to 71-5734

Policy Adopted: May 6, 2015  
Policy Revised: August 11, 2016

The school district is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the school district unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol. It is therefore absolutely prohibited for any school district employee or student to engage in the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities.

As used in this policy, the prohibition against the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities shall mean the following:

- (a) "Illicit drugs" shall mean any substances which are declared by the State of Nebraska or any other applicable law to be an illegal or controlled substance;
- (b) "Alcohol" shall mean alcoholic beverages, including, but not limited to, beer, wine, distilled spirits, and alcoholic liquor;
- (c) "School district premises" shall mean any property of the school district, whether owned, leased, or in any other manner under the control of the board of education; and
- (d) "As a part of any school district activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of the school district.

#### School District Employees

All school district employees shall receive a copy of this policy and shall acknowledge receipt of this policy by signing a form provided by the school district. Such form shall also state that the employee acknowledges that the conduct set forth in this policy is absolutely prohibited, that disciplinary actions can and will be taken against an employee for any violation of this policy, including termination of employment and referral for criminal prosecution, that such compliance is mandatory, that this policy is adopted pursuant to federal and other law, and that failure to comply with such federal law may put the school district's receipt of federal funds in jeopardy.

In the event that a school district employee does not understand the terms of this policy, it shall be the duty of such employee to ask for such points of clarification from the superintendent of schools, or his or her designee, at the time this policy is distributed to the employee. If no question is directed by an employee to the superintendent, or his or her designee, it shall be the legal position of the school district that the employee understands and will abide by this policy.

In the event of any violation of this policy by a school district employee, the superintendent, or his or her designee, shall inform such employee about any drug and alcohol counseling, rehabilitation, and re-entry programs that are available to employees within a fifty-mile radius of the school district's administrative offices or, where no such services are found, within the State of Nebraska. The superintendent, or his or her

designee, shall maintain a list of such available programs and shall update such list from time to time.

The school district may take disciplinary action against any school district employee for non-compliance with this policy, including, but not limited to, the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension with pay;
- (d) Suspension without pay;
- (e) Termination of employment;
- (f) Cancellation of employment;
- (g) Non-renewal of employment;
- (h) Referral to appropriate authorities for criminal prosecution;
- (i) Mandatory enrollment in inpatient care or other type of treatment as a term and condition to any continuing employment by the school district; and
- (j) Mandatory enrollment in any training programs that are or may be provided by the school district or others relating to any of the actions prohibited by this policy.

Any such disciplinary action sought to be taken by the superintendent, or his or her designee, shall be carried out in accordance with the established policies of the school district and within the bounds of applicable law. Nothing in this policy shall be construed to vest any right in any employee beyond that required by law, and the manner in which each case is handled shall be in the sole discretion of the superintendent, or his or her designee subject to the superintendent's approval.

The school district may require a school district employee to successfully complete a drug abuse program sponsored by an approved private or governmental institution, either as an alternative to discipline or as a concurrent requirement to the disciplinary action imposed. The employee shall provide written documentation to the superintendent, or his or her designee, that the employee has successfully completed such program. If aftercare is recommended by such institution, then the superintendent, or his or her designee, has the discretion to require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The superintendent, or his or her designee, may require ongoing reporting of such participation as a term and condition to any continuing employment by the school district.

Any school district employee who has been charged or convicted of violating any criminal statute relating to the unlawful possession, use, or distribution of any illicit drug and/or alcohol shall report such charge or conviction to the superintendent, or his or her designee. The school district may take disciplinary action against such employee in any manner provided any existing school district policy, the employee's contract with the school district, or by any applicable law, including state and federal statutes, state and federal regulations, and case law. Any information received by the school district related to such charge or conviction may be used in any lawful manner. Any employee having concerns about an admission constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

## Students

In addition to standards of student conduct adopted elsewhere by school district policy or administrative regulation, the unlawful possession, use, or distribution of any illicit drugs or alcohol by students on school district premises or as a part of any school district activities is absolutely prohibited. This shall include the unlawful possession, use, or distribution of illicit drugs or alcohol by any student of the school district during regular school hours or after school hours, at school-sponsored activities on school district premises, or at school-sponsored activities off school district premises.

All students shall receive a copy of the standards of conduct for student behavior which prohibits the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities. Such standards of conduct and the school district's policy of disciplinary actions that may be taken for violation of such standards of conduct shall be given to each student and his or her parents or legal guardian prior to the commencement of each school year on a form to be developed by the administration or the board of education. The school district shall keep a file showing receipt of the standards of conduct and a statement of disciplinary actions that may be taken for violations of such standards of conduct signed by each student's parent or legal guardian.

Violation of this policy by a student shall result in disciplinary actions being taken within the bounds of applicable law, up to and including short-term suspension, long-term suspension, expulsion, and/or referral to appropriate authorities for criminal prosecution. In the event of disciplinary proceedings against any student for the unlawful possession, use, or distribution of any illicit drugs or alcohol, school district officials shall confer with the student and his or her parents or legal guardian concerning available drug or alcohol counseling, rehabilitation, and re-entry programs that may be of benefit to such student and his or her parents or legal guardian.

The school district shall provide age-appropriate and developmentally-based drug and alcohol education and prevention programs for all students at each grade level concerning the adverse effects resulting from the use of illicit drugs or alcohol. Such programs shall be designed by classroom teachers or as otherwise directed by the board of education to be appropriate for each grade level, shall be described in any curriculum guides of the school district, and shall have the prevention of the use of illicit drugs or alcohol by students as one of their primary objectives. The school district shall encourage the use of outside resources such as law enforcement officers, medical personnel, and experts on the subjects of drug and/or alcohol abuse so that their economic, social, educational, and psychological consequences may be made known to the students of the school district.

## Review of School District's Program

The school district shall biennially review its entire program pertaining to the prevention of the unlawful possession, use, or distribution of illicit drugs or alcohol by school district employees and students on school district premises or as a part of any school district activities to determine the effectiveness of the program and to implement such changes to the program as are deemed necessary. The superintendent shall undertake such

study as is deemed appropriate to determine whether the school district's program is accomplishing its intended goals. If the superintendent determines that changes are necessary or desirable in the program, he or she shall, on or before the regular July meeting of the board of education, present to the board of education such changes as are proposed by the superintendent in the school district's program.

The superintendent shall keep a statistical report of all violations of the school district's policies and program prohibiting the unlawful possession, use, or distribution of illicit drugs or alcohol by school district employees and students on school district premises or as a part of any school district activities. The superintendent shall annually provide a report to the board of education consisting of at least the following information:

- (a) The date and nature of any violations of the school district's policies pertaining to the unlawful possession, use, or distribution of illicit drugs or alcohol by school district employees and/or students on school district premises or as a part of any school district activities;
- (b) The nature of any disciplinary action taken against any such individual in violation of such policies; and
- (c) A brief description of any treatment, counseling, or rehabilitation that any such individual in violation of any such policies shall be undertaking and whether such undertaking was voluntary or involuntary.

Legal Reference: 20 U.S.C. §§ 7101 to 7165

Policy Adopted: May 6, 2015

## **Drug and Alcohol Testing for Bus Drivers**

**4075.1**

In an attempt to ensure that all students riding school district buses are being safely transported to and from their planned destinations in a drug-free and alcohol-free environment, and to reduce accidents, injuries, and fatalities, the school district shall establish a program for drug and alcohol testing for school bus drivers in accordance with federal and state law and any other board of education policies regarding the use of drugs and alcohol. This program shall include all persons subject to commercial driver's license requirements, and shall cover drug and alcohol testing for drivers for reasons of pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing. The superintendent of schools is hereby designated the program coordinator and shall implement the drug and alcohol testing program within the guidelines of this policy. The superintendent shall also be responsible for maintaining appropriate records and notifying drivers of the requirements and consequences of the program.

The following definitions shall apply in this policy:

- (a) "Alcohol" shall mean the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol;
- (b) "Drugs" shall mean any controlled substances including, but not limited to, marijuana, cocaine, opiates, amphetamines, and Phencyclidine (PCP); and
- (c) "Safety-sensitive function" shall include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he or she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help with a disable vehicle; performing driver requirements related to accidents; and performing any other work for the school district or paid work for any other entity; and

### **Prohibited Conduct**

The following actions are prohibited by school bus drivers:

- (a) Reporting for duty, remaining on duty, or performing any safety-sensitive function while having an alcohol concentration of 0.04 or greater;
- (b) Reporting for duty, remaining on duty, or performing any safety-sensitive function while using any drug, except with such use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely perform the function;
- (c) Reporting for duty, remaining on duty, or performing any safety-sensitive function after testing positive for the use of drugs;
- (d) Operating a school bus or other school district vehicle while possessing alcohol or drugs;
- (e) Using alcohol or drugs while performing safety-sensitive functions;
- (f) Performing safety-sensitive functions within four hours after using alcohol;

- (g) For drivers required to take a post-accident drug or alcohol test, using alcohol within eight hours following the accident or until he or she undergoes such post-accident test (whichever comes first); and
- (h) Refusing to submit to a drug or alcohol test when provided for under this policy and/or federal or state law.

#### Pre-Employment Drug and Alcohol Testing

Drug and alcohol testing shall be conducted in accordance with federal and state law before any school bus driver is permitted to perform a safety-sensitive function for the school district. Testing for newly-hired drivers shall be conducted after the offer of employment is made, but before employment commences. Offers of employment are contingent on the test result. A refusal to submit to such testing and/or a refusal to release information as required by the school district shall remove the applicant from employment consideration. Such testing shall also be required of any school district employee transferring into a covered position.

Exceptions may be made for a driver who has participated in a drug and alcohol testing program required by law within the previous thirty days and while participating in such program, either was tested for drugs and alcohol within the previous six months or participated in a random testing program for the previous twelve months, and the previous employer(s) of the driver has no knowledge of a violation within the previous six months, provided that school district officials have been able to make all previous verifications required by law.

#### Post-Accident Testing

Drug and alcohol testing shall be conducted as soon as practicable after an accident on any school bus driver who:

- (a) Was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- (b) Receives a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved bodily injury to any person requiring immediate medical treatment away from the scene of the accident or disabling damage to one or more vehicles requiring the vehicle to be towed or transported away from the scene of the accident.

Drivers shall make themselves readily available for testing, unless such driver has the need for immediate medical attention.

No such driver shall use alcohol for eight hours after an accident, or until after he or she undergoes a post-accident test, whichever comes first. Alcohol tests must be performed within eight hours following an accident and drug tests within thirty-two hours. If an alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain a record stating the reasons the test was not promptly administered. If an alcohol test is not administered within eight hours following the accident, the school district shall cease attempts to administer the alcohol test and shall state in the record the reasons for not administering the test. If a drug test is not administered within thirty-two hours following the accident, the school district shall cease attempts to administer the drug test and shall state in the record the reasons for not

administering the test. Drivers must follow all post-accident instructions given by the school district.

Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state, and/or local law enforcement officials as long as the results of such tests are provided to the school district.

#### Random Testing

Drug and alcohol testing shall be conducted on a random basis at unannounced times throughout the year in accordance with federal regulations. Testing shall be conducted just before, during, or just after the performance of safety-sensitive functions. School bus drivers shall be selected for testing by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Random testing shall be spread throughout the year. Drivers who have been told of their random selections shall, from the point of being informed, devote every one of their actions to providing a specimen. Any action that impedes the proper administration of a test shall be considered a refusal to test.

#### Reasonable Suspicion Testing

Any school district administrator or qualified supervisor who has reasonable suspicion to believe that a school bus driver has violated the drug or alcohol prohibitions of the school district shall require such driver to submit to reasonable suspicion testing. An administrator or qualified supervisor must have been properly trained, in accordance with federal regulations, to make a determination that reasonable suspicion exists. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. Such observations may include indications of the chronic and withdrawal effects of drugs.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during, or just after the period of the work day when the driver must comply with alcohol prohibitions. The school district administrator or qualified supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the school district shall prepare and maintain a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the alcohol test and shall state in the record the reasons for not administering the test.

The school district administrator or qualified supervisor who makes the observations leading to a reasonable suspicion test shall make a written record of his or her observations within twenty-four hours of the observed behavior or before the test results are released, whichever is earlier.

### Return-to-Duty Testing

A drug or alcohol test shall be conducted when a school bus driver who has violated the school district's drug or alcohol prohibition returns to performing safety-sensitive functions. A driver whose prior violation involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified result that meets federal and school district standards. A driver whose prior violation involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified negative result.

### Follow-Up Testing

A school bus driver who violates the school district's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with federal law. Follow-up testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

### Testing Procedures

The school district shall follow federal guidelines and standards of the Department of Health and Human Services and the Department of Transportation regarding testing and laboratory procedures. This shall include a selection of sites with appropriately trained personnel for drug and alcohol testing, selection of a laboratory certified by the Department of Health and Human Services to conduct specimen analysis, and selection of a medical review officer to verify laboratory test results. The drug and alcohol testing program of the school district shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification, and integrity are not compromised.

### Refusal to Submit to Testing

No school bus driver shall refuse to submit to any of the above tests. A driver will be considered to refuse to submit to a test when he or she fails to provide adequate breath or urine for testing when notified of the need to do so, or when he or she engages in conduct that clearly obstructs the testing process. Such refusal shall be treated as if the school district received a positive test.

### Enforcement and Rehabilitation

A school bus driver who is tested and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than twenty-four hours after the test was administered. Further employment actions, up to and including termination of employment, for drug and/or alcohol violations may be instigated in accordance with state and federal law and school district policy. If a driver tests positive for drugs, has a confirmed alcohol concentration of 0.04 or greater, or violates any other provision of federal law or this policy, the school district does not guarantee that a position will be held open for the driver in the event that he or she becomes re-qualified for employment.

The school district shall provide for the identification of substance abuse professionals for treatment for those drivers who have violated the prohibitions of federal law or this policy, including the names, addresses, and telephone numbers of such substance abuse professionals and counseling or treatment programs. Any rehabilitation or evaluation sought shall be at the expense of the driver.

#### Records of Drug and Alcohol Test Results

Drug and alcohol test results of school bus drivers shall be maintained in strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his or her use of drugs or alcohol, including any records pertaining to his or her tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. Test result records shall be maintained with the separate medical files of each driver.

The school district shall also maintain records of its drug and alcohol prevention programs as required by federal law.

#### Notification to School Bus Drivers

Each school bus driver shall receive educational materials that explain the federal requirements for drug and alcohol testing, together with a copy of this policy. The superintendent shall ensure that all such drivers receive written materials explaining the school district's drug and alcohol testing program requirements including the following information:

- (a) The identity of the program coordinator (superintendent), a contact person knowledgeable about the materials, policy, administrative regulations, and federal law related to the school district's drug and alcohol testing program;
- (b) The categories of drivers covered;
- (c) Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the workday the driver is required to comply with federal law;
- (d) Specific information concerning prohibited conduct;
- (e) The circumstances under which drivers will be tested;
- (f) Procedures used in the testing process;
- (g) The requirement that a driver submit to drug and alcohol tests administered in accordance with federal law;
- (h) An explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
- (i) The consequences for drivers found to have violated the drug and alcohol prohibitions, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
- (j) The consequences for drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04; and
- (k) Information on the effects of drug and alcohol misuse in personal life, health, and safety in the workplace.

Drivers shall also receive information about legal requirements, school district policies, and disciplinary consequences related to the use of drugs and alcohol. Before any driver operates a school bus, the school district shall provide him or her with post-accident testing requirements. Drivers shall sign a statement certifying that they have received the above-referenced materials.

The school district shall notify a driver of the results of a pre-employment test if the driver requests such results within sixty calendar days of being notified of the disposition of his or her employment application. The school district shall also notify a driver of the results of random, reasonable suspicion, and post-accident tests if the test results are verified positive, as well as which controlled substance(s) was verified as positive. In the event a driver tests positive for drugs and/or alcohol, the driver shall have the right to have the split specimen (collected as the same time as the tested specimen) retested, provided that the driver provides written notice to the medical review officer within seventy-two hours of being notified of the positive result.

Legal Reference:               Neb. Rev. Stat. § 60-4,164  
  49 CFR Part 40  
  49 CFR Part 382

Policy Adopted: May 6, 2015

**Employee Indemnification for Emergency Protocol**

**4082**

The board of education understands that school district employees may be reluctant to undertake the task of administering the Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions Protocol (“Emergency Protocol”) due to the potential threat of personal liability. Refer to Policy 5430, Student Self-Management of Asthma, Anaphylaxis, and/or Diabetes and AR-5430, Emergency Asthma and Anaphylaxis Protocol Procedures. Accordingly, the school district shall indemnify and hold harmless those school district employees who take actions in accordance with and pursuant to the Emergency Protocol. This indemnification shall be secondary to and not replace any insurance coverage applicable to any claim against such employee. To receive such indemnification, the board of education shall, by majority vote of a quorum of the board, determine that such employee had completed the training to administer the Emergency Protocol, did not intentionally fail to follow the Emergency Protocol or was not grossly negligent in the administration of the Emergency Protocol, and acted in good faith and in a manner which the employee reasonably believed to be in or not opposed to the best interests of the school district.

Legal Reference:               Neb. Rev. Stat. § 79-516  
  92 NAC 59 006.01 to 006.04, Appendix A

## **Student Threats**

**4085**

School district employees must be constantly alert to how students may react to pressures from school, activities, and situations which may occur outside the school setting. In the event a school district employee hears a student threatening physical harm to either himself/herself or to other individuals, the employee shall report such threat to the superintendent of schools. The superintendent shall relate this information to the student's parents or legal guardian and to the student's teacher(s). After discussing the situation with a committee, which may include school district employees and a guidance counselor, a decision shall be made as to any additional action needed at the school level.

## **Student Punishment/Corporal Punishment**

**4090**

Certificated school district employees are responsible for the conduct of all students and assisting with the discipline of students between classes, before and after school, and at school activities. Discipline should not be confined to the classroom. Discipline should not be considered a group matter. A whole group of students should not be disciplined for the misdeeds of one or a few students.

Any discipline problem with which the certificated employee feels inadequate may be referred to the superintendent of schools and to the student's parents or legal guardian. Disciplinary conferences called to consider a student's misbehavior shall always focus on the education and welfare of the student. Such conferences shall include the student, his or her parents or legal guardian, and school district employees. Conferences shall never be punitive in nature and to the extent possible, shall not resemble adversarial proceedings. Due process shall include a high regard for the best interest and welfare of each student.

Corporal punishment may not be administered to a student. School district employees may, however, use reasonable physical force in restraining a student, without advance notice to the superintendent or his or her designee when it is essential for self-defense, for the preservation of order, or for the protection of other persons or school district property.

Legal Reference:                   Neb. Rev. Stat. § 28-1413

The Notice of Health Information Privacy Practice explains how the school district will use and/or disclose a school district employee's protected health information in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA provides that group health care plans sponsored by employers and all health care providers, including physicians, hospitals, laboratories, pharmacies, etc., must protect the confidentiality of what the law terms "protected health information" (PHI). PHI is information communicated by a covered entity orally, on paper, or by electronic means that individually identifies and relates to an individual employee's, dependent's, or retiree's past, present, or future medical condition, provision for medical care, enrollment, premium, physical or mental health status, or treatment and personal demographic information. Covered entities must safeguard the PHI of individuals and not release such information to any individual or agency, including the individual's spouse or other family members, without the written authority of the individual. The provisions of HIPAA became effective on April 14, 2003.

***The school district provides its employees with health insurance through the Educators Health Alliance (EHA), underwritten by Blue Cross-Blue Shield of Nebraska. Because EHA is a fully insured program, EHA will not seek or maintain any PHI. The only information EHA will receive from Blue Cross-Blue Shield of Nebraska will be summative information needed to manage the plan, to determine appropriate levels of coverage and set premium rates.***

The school district is not directly covered by the provisions of the act. However, the school district is indirectly covered because it may become necessary, from time to time, for the school district to obtain health insurance related to the school district's employment policies and to comply with state and federal law.

For the school district to obtain employment-related health information about a school district employee from a third party, such employee must provide written authorization for the school district to do so. The appropriate authorization forms are available from the office of the superintendent of schools.

The school district may need health information under the following circumstances:

- (a) Enrollment of school district employees in the Blue Cross-Blue Shield of Nebraska health plan, vision care, dental, and other insurance plans;
- (b) Accounting for sick leave under the school district's sick leave policy;
- (c) Filing worker's compensation claims for school district employees injured on the job;
- (d) Seeking medical certification for eligibility for short-term or long-term disability insurance;
- (e) Seeking certification for fitness to return to work after a medical leave of absence or a disability leave;
- (f) Medical information necessary for the school district to comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*;

- (g) Certification for eligibility of leave as provided for in the Pregnancy Discrimination Act, 42 U.S.C. § 2000e;
- (h) Medical information necessitated by compliance with the Occupational Safety and Health Administration (OSHA);
- (i) On other occasions to allow the school district to be assured that a school district employee is medically capable of performing all the necessary duties required to fulfill the school district's job description and/or contract assignments, including the collection of any information which may be related to suspected drug or alcohol abuse;
- (j) For costing out negotiations proposals affecting coverage and single or marital status;
- (k) To comply with state and federal laws; and
- (l) For other employment matters which from time to time may arise.

Refer to Policy 4035, Insurance; Policy 4095.1, Health Insurance Portability and Accountability Policy; and AR-4095.1, Employee Rights and Approval Form (HIPAA).

Legal Reference:           20 U.S.C. § 1232g  
                                  29 U.S.C. § 1181 *et seq.*  
                                  42 U.S.C. § 300gg  
                                  42 U.S.C. § 1320d *et seq.*

## **Health Insurance Portability and Accountability Policy**

**4095.1**

The purpose of this policy is to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for the school district. Questions about this policy may be directed to the superintendent of schools. For employee rights as provided by HIPAA, refer to AR-4095.1, Employee Rights and Approval Form (HIPAA).

In order for a school district employee to be assured of the benefits to which he or she is entitled under the provisions of state or federal law and the policies and negotiated agreement for the school district, it will be necessary for the employee to comply with any request for information related to these business purposes. The failure to comply with such request in a timely fashion shall result in the forfeiture of the benefits at issue.

All information acquired under the provisions of this policy shall be maintained by the school district as a part of the employee's employment record and a reasonable effort shall be made to protect its confidentiality and security. The school district shall not use any health information to discriminate against a school district employee or his or her spouse or dependents, and shall confine the use of such information to the specific use for which it is attended. Further, the school district shall not provide or share such information with any other individual or party, except for legitimate employment-related matters, and then only on a need-to-know basis or unless the school district employee provides written authorization to release information to a third party.

### **Misuse of Protected Health Information**

The inappropriate access to or use of protected health information (PHI) is prohibited by federal law and is punishable by fines and, in some instances, incarceration. Any misuse of PHI by any school district employee is a violation of federal law and school district employment policies. Such violation may jeopardize the financial interest of the school district and/or the school district employee, and may result in job sanctions, including termination of employment.

### **Employment Forms**

The school district shall request personal information regarding insurance coverage, etc. upon initial employment and on those occasions when employment-related health information changes (i.e., changing from single to married status).

### **Sick Leave Forms**

In order to protect the health information of school district employees when reporting sick leave or medical/dental appointment, such employees should provide only the information requested on the form (i.e., doctor's appointment) and should refrain from providing any specific medical symptoms, unless specifically requested by the school district.

### **Notification of Injury under Worker's Compensation Laws**

A school district employee injured on the job shall notify school district officials verbally or in written form of the injury as soon as practicable, but within the legal requirement of the insurance carrier. Federal law authorizes the school district to disclose that information

to the insurance carrier as part of any claim procedure without further authorization from the employee. The verbal or written notification is for the convenience of the employee, but school district officials may require the employee to complete a written document relating to the nature of any accident or injury.

#### Specific Requests for Protected Health Information

Specific requests by a school district employee or school district officials for an employee's PHI, related to items set forth earlier in this policy, shall be in writing and related to the purposes outlined in this policy. The employee shall be provided with a copy of any form requesting PHI. School district officials shall maintain a copy of such form as a part of the employee's employment record.

#### Certification

On July 14, 2003, the board of education held a hearing at a public meeting on the proposed Health Insurance Portability and Accountability Policy. Such public hearing followed a review of the purpose of the policy and a discussion of any changes to be considered the coming school year. After the hearing, the foregoing Health Insurance Portability and Accountability Policy and the changes considered were adopted by a majority vote of the board of education in compliance with the public meeting laws.

Legal Reference:           20 U.S.C. § 1232g  
                                  29 U.S.C. § 1181 *et seq.*  
                                  42 U.S.C. § 300gg  
                                  42 U.S.C. § 1320d *et seq.*

## **CLASSIFIED SCHOOL DISTRICT EMPLOYEES**

### **Introductory Statement and Description**

**4200**

The board of education believes that classified school district employees are an integral part of an effective and efficient school system. They are, therefore, to be selected and trained with the same care and attention afforded certificated school district employees.

Classified school district employees include custodians, maintenance workers, administrative assistants, bus drivers, teacher assistants, cafeteria workers, or others who might be recommended by the superintendent of schools to the board of education.

Classified school district employees working nine months or more per year, with a minimum assignment of forty (40) hours per week, shall be considered full-time employees. "Assigned" hours are those defined in the employee's contract or, if the employment agreement is silent, the expected hours for a regular 5-school-day week. Classified school district employees assigned less than forty (40) hours per week shall be considered part-time employees. Part-time employees shall not be eligible for the following benefits: vacation time, sick leave, personal leave, and health insurance. Classified school district employees employee only for the summer months and all students employed at any time of the year shall not be eligible for any benefits.

## **Employment of Classified Employees**

4205

Any person desiring employment with the school district as a classified employee shall submit an application to the office of the superintendent of schools. Interviews shall be conducted by school district administrators and, in specific cases, the head cook or the supervisor of buildings and grounds. All employment agreements shall be signed by the superintendent and the employee. A copy of the signed agreement shall be kept in the employee's personnel file, in the superintendent's office. For examples of employment agreements for both limited term and indefinite term classified employees, refer to AR-4205, Employment Agreements (Classified Employees).

Nothing contained in any classified employee policy or employment agreement shall be deemed to confer any expectation of continued employment by any classified employee, nor shall anything contained in this policy be deemed to constitute an employment contract between the employee and the school district. All classified employees shall be considered to be "at will" employees.

### **Employment Year**

The employment year shall be from August 1 to July 31. Salaries of classified employees shall be considered annually in June.

### **Probationary Period**

The first three months of employment of a classified employee shall be a probationary period. During this time, the employee shall demonstrate his or her ability to fill the job requirements of the position. During the probationary period, employment may be terminated at any time. After the probationary period, service shall be continuous unless notice of termination is given by the school district or resignation is given by the employee. A two-week notice of termination shall be given prior to the effective date, except for termination due to gross misconduct. The discontinuance of service resulting from gross misconduct may result in immediate termination.

### **Physicals for Classified Employees**

All classified employees shall be required to present, at the initial time of employment and upon demand at any time during the term of employment, a statement from a physician that he or she is physically fit to perform the required tasks for the position. The costs for any physical exams shall be paid by the employee.

## **Evaluation of Classified Employees**

**4210**

The evaluations of regular classified school district employees shall be on an annual basis at a time designated by the superintendent of schools, but prior to March 1 each year. Evaluations shall be done by a school district administrator or other school district employee designated by the superintendent. Coaching staff evaluations will be completed by AD and reviewed by co-op committee. One copy of the completed evaluation shall be provided to the employee and one copy shall be kept in a confidential file in the office of the superintendent. Materials may be appended to the file copy of the evaluation.

Refer to AR-4210, Classified Employee Evaluation Form.

## **Dismissal of Classified Employees**

**4215**

The employment of a classified school district employee may be terminated by either the school district or the employee, without cause or a hearing, upon giving a two (2) calendar week notice, or pay in lieu of such notice. The board of education hereby delegates to the superintendent of schools the authority to suspend, with or without pay, or to terminate, any classified school district employee.

## **Work Day (Classified Employees)**

4220

The normal work week for all full-time custodial and secretarial employees shall be a ***minimum of 40 hours per week***. Adjustments may be made at the discretion of the superintendent of schools. The need for adjustments may include, but not be limited to, such extenuating factors as amount of work to be completed, additional school activities, or weather conditions. The work week for other full-time classified school district employees shall be determined by the superintendent with the approval of the board of education. The beginning and ending time each day shall be arranged by the immediate supervisor with the approval of the superintendent. Overtime must receive prior approval of the superintendent or his or her designee. Overtime, in excess of 40 hours per week, will be paid at time and a half of the regularly scheduled hourly rate or may result in compensatory time off in lieu of being provided a monetary reimbursement. The decision concerning a monetary reimbursement or compensatory time off shall be made by the supervisor. Compensatory time must be used no later than the first day of August of the current fiscal year.

Classified employees shall turn in time cards or electronic records as designated by the superintendent. Employees shall be responsible for the accuracy of information on the time cards/sheets. Immediate supervisors shall be responsible for verifying the time cards/sheets by signature and for submitting the time cards/sheets to the office of the superintendent at a time designated by the superintendent.

Refer to Policy 6005, School Calendar and Work Day.

**Overtime and Compensatory Time (Classified Employees)**

**4221**

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the district's operations.

Payment for unused compensatory time shall be at the employee's regular rate of pay for each hour of compensatory time, not one and one-half (1½) times the regular rate of pay.

## Leave Provisions (Classified Employees)

4225

The superintendent of schools shall be responsible for overseeing the administration of a school district-sponsored leave and/or insurance program for classified school district employees and for recommendations to the board of education for its approval. Classified employees shall be made aware of this program in an employee manual or handbook. The manual or handbook, and any subsequent changes made, must be approved by the board of education.

### Non-Paid Leave

The school district shall grant leave benefits under the federal Family and Medical Leave Act (FMLA) to classified school district employees under the following conditions:

- (a) The employee must have been employed with the school district for at least twelve months before he or she can request such leave and must have worked a minimum of 1,250 hours during the twelve months prior to requesting the leave. Each ensuing twelve-month leave period shall begin on the day that an employee uses his or her first day of unpaid leave after the completion of any previous twelve-month period;
- (b) The leave under the FMLA shall be twelve weeks unpaid leave;
- (c) The employee must first use all paid personal leave, vacation leave, and sick leave that has been accrued under the school district's paid leave policies. An employee may combine paid leave with unpaid leave for a total of twelve weeks;
- (d) With the approval of the superintendent, unpaid leave may be taken as twelve continuous weeks, as reduced working hours over a twelve-week period of time, or as intermittent leave during a twelve-week period of time;
- (e) Family leave or medical leave can be used for the following:
  - (1) The birth of a child;
  - (2) The adoption of a child;
  - (3) The care of a sick spouse, child, or parent; or
  - (4) For any serious personal health condition. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that may involve inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider;
- (f) The school district may require verification of the reasons stated in the leave request, including medical certification;
- (g) For leave for the care of a sick spouse, child, or parent or a serious health condition, the school district may request that the employee provide a written certification on the following information from a health care provider prior to taking FMLA leave:
  - (1) The date the serious health condition began;
  - (2) The probable duration of the condition;
  - (3) Appropriate medical facts regarding the condition;
  - (4) A statement that the employee is needed to care for his or her spouse, child, or parent and an estimate of the amount of time involved, or if the illness involves an employee, that the illness

- renders the employee unable to perform the functions of his or her assigned position; and
- (5) The dates and duration of the treatment if the employee requests intermittent leave or reduced schedule;
  - (h) The employee must give at least thirty (30) days notice, except for emergency situations;
  - (i) The school district shall maintain the employee's health insurance which the employee is on leave under the same terms and conditions prior to participation in the FMLA. The employee will continue to pay any required share of the school district's health insurance premium when it comes due. If the employee does not return from such FMLA leave, the employee shall reimburse the school district for the full amount of the health insurance premium that was paid by the school district during the employee's leave;
  - (j) If both a husband and wife are employed by the school district, they are entitled to only twelve weeks total leave for the birth or adoption of a child, or for the care of a sick parent. Each spouse shall be eligible for twelve weeks leave for a serious health condition involving himself or herself;
  - (k) With limited exceptions, any employee who takes unpaid leave shall be returned to his or her former position or an equivalent position with the same pay and benefits; and
  - (l) It is the intent of the board of education that the adoption of this policy will comply with the FMLA and any subsequent amendments.

#### Personal Leave

Full-time classified school district employees serving on a twelve-month basis shall receive fourteen (14) days personal leave each year. Personal leave may accumulate to a maximum of thirty (30) days.

Legal Reference: 29 U.S.C. § 2601 *et seq.*

**Staff Development (Classified Employees)**

**4230**

The superintendent of schools shall be responsible for providing or for directing immediate supervisors of classified school district employees (such as the head cook or head custodian) to provide routine orientation and explanation of the day-to-day work responsibilities for new employees.

To the extent schedules and budgeting will allow, classified school district employees are expected to attend workshops or seminars that will better prepare them to perform their assigned tasks. Requests to attend such workshops or seminars should be made to the immediate supervisor and are to be approved by the superintendent. The school district shall pay the tuition or enrollment fee, room, and board, and will either pay mileage or provide transportation for attendance to workshops or seminars which relate to the employee's assigned activity and which have been approved by the superintendent prior to attendance. For any national conference, the employee shall prepare and submit a summary for the next regular meeting of the board of education and may be requested to present a report to other school district employees. Refer to Policy 3610, Reimbursement and Miscellaneous Expenditures.

## **Grievance Procedures for Classified Employees**

**4235**

Any classified school district employee who has a work-related grievance or who is making a formal report of a situation involving sexual harassment shall first discuss the nature of the grievance with his or her immediate supervisor. If not satisfied with the supervisor's suggested resolution of the grievance, the employee shall send a written grievance to the superintendent of schools. For information concerning the timeline for filing a grievance and for information to be included on the grievance form, refer to AR-4235, Guidelines for Filing a Grievance and Procedure for Classified Employees.

Legal Reference:           Neb. Rev. Stat. §§ 79-2,114 to 79-2,124  
                                  20 U.S.C. §§ 1681 to 1688 (Title IX)  
                                  29 U.S.C. §§ 701 *et seq.* (Section 504)  
                                  42 U.S.C. §§ 2000d to 2000d-7 (Title VI)  
                                  42 U.S.C. §§ 2000e to 2000e-17 (Title VII)

**Job Descriptions, Classified Employees**

**4240**

The superintendent of schools shall be responsible for developing and revising job descriptions for all general categories of classified school district employees.

Policy Adopted: May 6, 2015  
Policy Revised: February 11, 2016

## **CERTIFICATED SCHOOL DISTRICT EMPLOYEES**

### **Introductory Statement and Description**

**4500**

A certificated, or certified, school district employee is any individual who has earned and holds a current and valid teaching certificate as set forth by statutes and issued or approved by the Nebraska State Board of Education and who is assigned a responsibility that requires the individual to hold a current and valid teaching certificate.

Certificated employees include classroom and special education teachers, counselors, librarians, or others so designated by the superintendent of schools. For policies concerning certificated administrative employees, refer to Article 2.

Legal Reference:                   Neb. Rev. Stat. §§ 79-802 to 79-815

## **Work Day (Certificated Employees)**

**4505**

The general work day for certificated school district employees shall be arranged and scheduled by the school district administration within the limitations of school facilities and requirements of state law. Certificated employees shall normally be on duty one-half hour before the first class period in the day and shall remain at the school until one-half hour after the last class is dismissed, unless other arrangements are made by the administration. The superintendent of schools may on occasion require certificated employees to remain on duty beyond the normal scheduled work hours to discharge professional duties related to such activities as committee assignments, student staffing, and parent conferences. Attendance and supervision responsibilities may also be required of certificated employees at evening events such as open houses and scheduled school activities. The assignments for duty relating to scheduled school activities shall be distributed on as nearly an equal basis as possible. Refer to Policy 6005, School Calendar and Work Day.

The normal load for full-time certificated employees is such that they have one planning period during the day. A study hall or library assignment for a full period may be considered an assignment. Each certificated employee shall have an uninterrupted lunch period of not less than thirty minutes each school day and shall not be assigned teaching, supervisory, or other duties during such lunch period.

Legal Reference:                   Neb. Rev. Stat. § 79-8,107

## Leave Provisions (Certificated Employees)

4510

The superintendent of schools shall be responsible for overseeing the administration of a school district-sponsored leave and/or insurance program for certificated school district employees and for recommendations to the board of education for its approval.

### Non-Paid Leave

The school district shall grant leave benefits under the federal Family and Medical Leave Act (FMLA) to certificated school district employees under the following conditions:

- (a) The employee must have been employed with the school district for at least twelve months before he or she can request such leave and must have worked a minimum of 1,250 hours during the twelve months prior to requesting the leave (Note: Any certificated employee who was employed full-time during the previous school year shall be considered as having worked 1,250 hours). Each ensuing twelve-month leave period shall begin on the day that an employee uses his or her first day of unpaid leave after the completion of any previous twelve-month period;
- (b) The leave under the FMLA shall be twelve weeks unpaid leave;
- (c) The employee must first use all paid personal leave, vacation leave, and sick leave that has been accrued under the school district's paid leave policies. An employee may combine paid leave with unpaid leave for a total of twelve weeks;
- (d) With the approval of the superintendent, unpaid leave may be taken as twelve continuous weeks, as reduced working hours over a twelve-week period of time, or as intermittent leave during a twelve-week period of time;
- (e) Family leave or medical leave can be used for the following:
  - (1) The birth of a child;
  - (2) The adoption of a child;
  - (3) The care of a sick spouse, child, or parent; or
  - (4) For any serious personal health condition. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that may involve inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider;
- (f) The school district may require verification of the reasons stated in the leave request, including medical certification;
- (g) For leave for the care of a sick spouse, child, or parent or a serious health condition, the school district may request that the employee provide a written certification on the following information from a health care provider prior to taking FMLA leave:
  - (1) The date the serious health condition began;
  - (2) The probable duration of the condition;
  - (3) Appropriate medical facts regarding the condition;
  - (4) A statement that the employee is needed to care for his or her spouse, child, or parent and an estimate of the amount of time involved, or if the illness involves an employee, that the illness

- renders the employee unable to perform the functions of his or her assigned position; and
- (5) The dates and duration of the treatment if the employee requests intermittent leave or reduced schedule;
  - (h) The employee must give at least thirty (30) days notice, except for emergency situations;
  - (i) The school district shall maintain the employee's health insurance which the employee is on leave under the same terms and conditions prior to participation in the FMLA. The employee will continue to pay any required share of the school district's health insurance premium when it comes due. If the employee does not return from such FMLA leave, the employee shall reimburse the school district for the full amount of the health insurance premium that was paid by the school district during the employee's leave;
  - (j) If both a husband and wife are employed by the school district, they are entitled to only twelve weeks total leave for the birth or adoption of a child, or for the care of a sick parent. Each spouse shall be eligible for twelve weeks leave for a serious health condition involving himself or herself;
  - (k) With limited exceptions, any employee who takes unpaid leave shall be returned to his or her former position or an equivalent position with the same pay and benefits; and
  - (l) It is the intent of the board of education that the adoption of this policy will comply with the FMLA and any subsequent amendments.

#### Professional Leave

Any certificated employee receiving approved professional leave to attend any regional or national level conference shall prepare and submit a summary report for the following board of education meeting. The employee may be requested to present the summary report to other school district employees.

#### Personal Leave and Sick Leave

Personal leave and sick leave shall be granted as set forth in the negotiated agreement. The superintendent shall have the authority to determine whether or not a certificated employee's absence is excusable.

Legal Reference:                    29 U.S.C. § 2601 *et seq.*

## **Salary Guides**

**4515**

The board of education recognizes the “salary schedule” and related provisions for compensation currently in effect resulting from negotiations between the board of education and the local education association. The salary schedule shall serve as a guide for the board of education in determining salaries for certificated employees.

Certificated employees coming into the school district shall be granted an entrance level as determined by the superintendent of schools, with the approval of the board of education. Ordinarily, a certificated employee entering the school district with prior teaching experience may transfer a maximum of five years of outside prior experience. However, the board of education reserves the right to deviate from the schedule when, in its opinion and upon the recommendation of the superintendent, it is necessary to do so to obtain the qualified employee needed for a specific position. Factors affecting this decision may include supply and demand, years of experience, and salaries commensurate with the caliber of work performed.

The superintendent must be notified no later than June 15 if a certificated employee anticipates taking courses which will affect his or her placement on the salary schedule for the following school year. College credit to be used to upgrade an employee’s position on the salary schedule shall be on file no later than September 1 of each year. If an institution will not issue an official transcript by September 20, written confirmation from a college official that courses have been satisfactorily completed will be accepted if the hours are needed for movement on the salary schedule. Hours used for credit beyond the bachelor’s degree must be in the employee’s teaching field, or have prior approval of the superintendent to be used for advancement on the salary schedule. All graduate hours must be earned after the date that the employee receives his or her bachelor’s degree. Hours used for credit beyond the master’s degree must have been earned after the master’s degree has been conferred.

The superintendent shall review and approve all requests for advancements on the salary schedule resulting from a certificated employee acquiring additional teaching experience or for the completion of college courses and shall present these recommendations to the board of education for approval.

## **Substitute Teachers**

**4520**

The superintendent of schools shall maintain a list of qualified substitute teachers who may be called to replace regular teachers who are absent from the job. Teachers listed on the substitute list shall be duly certificated by the State of Nebraska Department of Education, shall have a current application on file, and shall participate in an annual orientation.

The rate of pay for substitute teachers shall be set annually by the board of education. The rate of pay will be that of the past school year for any year in which the board of education does not act to adjust and/or approve a rate of pay for substitute teachers.

## **Teacher Selection**

**4525**

It shall be the responsibility of the superintendent of schools, with input from other school district administrators, to determine the teachers needed by the school district, to locate and select suitable candidates, and to recommend them for approval by the board of education. There shall be no discrimination in terms of gender, race, religion, national origin, age, marital status, or handicapping conditions exercised in the screening of applicants and the selection of teachers.

Each teacher selected to teach in the school district shall meet the requirements and job descriptions as set forth by state statute, the Nebraska Department of Education, and the board of education.

After recommendation by the superintendent for final approval, the board of education shall confirm the appointment by a majority vote.

Legal Reference:           Neb. Rev. Stat. §§ 79-802 to 79-815  
                                  Neb. Rev. Stat. §§ 79-817 to 79-818

## **Teacher Contract**

**4530**

A contract for employment between a teacher and the board of education shall be entered into after approval of a majority of the members of the board of education. No money shall be paid for teaching to any teacher except those individuals who are legally qualified to teach. The board of education shall not enter into contract with any teacher who is known to be under contract with any other board of education in Nebraska.

Although efforts shall be made to determine the duty assignments at the time of the issuance of the contract, the board of education may add or delete assignments as conditions may warrant.

Contracts may be amended, cancelled, terminated, or not renewed for reasons as set forth by state law. Teachers whose contracts are renewed shall sign and return the new contract within fifteen (15) days from the time they receive notification of employment for the ensuing school year. Failure to return the signed contract within fifteen (15) days shall indicate that the teacher does not wish to continue employment, and such teacher shall be notified of termination of employment for the ensuing school year.

Legal Reference:           Neb. Rev. Stat. § 79-818  
                                  Neb. Rev. Stat. § 79-820  
                                  Neb. Rev. Stat. §§ 79-827 to 79-835

## **Part-Time Teachers**

**4530.1**

All teaching positions in the school district shall be classified as full-time or part-time. A part-time teacher is any certificated teacher who is employed less than full-time, or less than 1.0 FTE (full time equivalency). The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the full school day, or as a fractional part of 1.0 FTE. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time.

A part-time teacher may become a permanent certificated employee pursuant to the provisions of state law. A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule.

Personal leave and sick leave shall be granted to part-time teachers as set forth in the negotiated agreement. To participate in the school district's health insurance program, a part-time teacher must meet the minimum requirement for employment of the health insurance carrier. For those part-time teachers who meet the employment requirement, the school district shall pay a pro-rata portion of the teacher's health insurance premium based on the teacher's percentage of employment.

A part-time teacher shall be responsible for attending in-service meetings, faculty meetings, and school activities which take place outside the school day without compensation. A part-time teacher shall be responsible for performing such tasks as selling or taking tickets, and shall be compensated for such tasks pursuant to the policy, practice, or negotiated agreement of the school district. A part-time teacher shall be compensated for time required beyond the contracted time of employment if done during the school day.

The school district administration and board of education shall deal with the continuation of a part-time teacher's employment pursuant to contract law and the procedures prescribed for full-time employees.

Legal Reference:           Neb. Rev. Stat. § 79-825  
                                  Neb. Rev. Stat. § 79-831

## **Extra-Duty Assignments**

**4535**

Payment for extra-duty assignments shall not be considered as a part of the gross contractual salary shown on any teacher's contract. Each teaching contract shall show an amount for teaching as determined by the placement of the certificated school district employee on the salary schedule. Extra-duty assignments shall be entered into as amendments to the contract and shall not fall under the continuing contract statutes. All extra-duty assignments shall be considered as "at-will" assignments. An effort shall be made to determine these extra-duty assignments at the time the contract is approved; however, such determinations may be subject to change as conditions may dictate prior to the opening of school each year. The superintendent of schools, after consultation with other school district administrators and the affected certificated employees, shall annually recommend extra-duty assignments to the board of education. All extra-duty assignments must be approved by the board of education. In making extra-duty assignments, consideration shall be given to the needs of the students, the needs of the school district, and the preparation and experience of the certificated employee.

## **Contract Year and Extended Contracts**

**4540**

The board of education shall establish annually, at the regular December board meeting, the number of contract days for certificated school district employees in order to encompass legally-required student hours, instructional objectives, and necessary development activities for school district employees. The board of education shall exercise its discretion in determining whether any additional days will be made up at the end of the school year due to loss of days from inclement weather or other unforeseen circumstances.

The board of education shall determine annually, at the regular December board meeting those school district employees who are to receive extended contracts for completion of professional obligations which do not normally fall within the parameters of a regular contract year. Extended contracts shall be paid at a rate equivalent to the employee's computed regularly contracted daily rate.

Legal Reference:           Neb. Rev. Stat. § 79-101  
                                  Neb. Rev. Stat. § 79-211

## **Release from Contract**

**4545**

Teachers may resign from their teaching contract at any time prior to April 15, effective at the end of the current school year. The board of education shall not accept teacher resignations after April 15<sup>th</sup> in any year, except in cases where hardship or a pressing personal need must be considered, and then only when a suitable replacement can be found and obtained. The board of education reserves its right to contact the Nebraska Professional Practices Commission for those certificated school district employees who may breach their contract obligations after the aforementioned dates.

Teachers who resign their position prior to the end of the twelve-month pay period shall continue to be paid on a monthly basis until the balance due the teacher has been paid in full.

Activity assignments are not contractual agreements, but appointment approved by the board of education. Resignation from an activity assignment shall be considered when offered, and may be taken pending the appointment of a suitable replacement.

Legal Reference:                   Neb. Rev. Stat. §§ 79-818 to 79-821

Recognizing that our school district's most valuable asset is its educators, the Board of Education acknowledges the need for the continuing evaluation of the performance of teachers and educational specialists employed by McPherson County Public Schools and requires the Superintendent to ensure that such evaluation is carried out as outlined in this policy. It shall be the responsibility of the Superintendent to develop appropriate regulations and procedures to implement this policy and to ensure that the policy, regulations, and procedures comply with Nebraska law and Nebraska Department of Education regulations regarding the evaluation of certificated personnel.

**A. Purposes** The Board recognizes two major purposes for the evaluation of the performance of principals and school/district administrators, to:

1. Assist principals and school/district administrators in increasing their professional effectiveness in order to improve teaching, learning, and leadership in the district's schools.
2. Assess the performance of teachers and educational specialists so that the Board may make employment decisions as provided in state law.

**B. Applicability** This policy is applicable to the following categories of certificated employees:

1. Teachers, defined as those certificated employees whose primary assignment is the direct teaching of students.
2. Educational specialists, defined as certificated employees whose primary assignment is to provide instructional support or special services to teachers and students and whose job assignment requires a Nebraska teaching or special services certificate. This category includes, but is not limited to, instructional support teachers, library-media specialists, technology coordinators, school activity coordinators, guidance counselors, speech/language therapists, and physical and occupational therapists. Administrators, defined

as those employees whose primary assignment requires them to hold a Nebraska Administrative and Supervisory Certificate, are not covered by this policy.

**C. Definitions and Guidance** For purposes of this policy, these terms are defined and guidance as to their use provided as follows:

1. **Evaluation Cycle.** The evaluation cycle is the period of time during which a full summative evaluation of an employee's performance takes place. The evaluation cycle of probationary teachers/educational specialists shall be one school year. The evaluation cycle for permanent (tenured) teachers/educational specialists covered by this policy shall be one school year.
2. **Formative Evaluation.** Formative evaluation takes place at specified points within the evaluation cycle prior to the summative evaluation and includes the rating of some components of the evaluation process and may include a non-summative review of other components. See Appendix I: *Evaluation Procedures Sequence*.
3. **Summative Evaluation.** Summative evaluation takes place at the end of the evaluation cycle and includes the assessment of all components of the evaluation process.
4. **Formal Observation.** The formal observation of a teacher or educational specialist shall include: (1) advance notice to the employee of the time and date of the observation; (2) a pre-observation conference with the observer; (3) observation for a full instructional period in the case of probationary employees and for a duration determined by the observer in the case of permanent employees; (4) a post-observation conference with the observer, and (5) a written report summarizing strengths and suggestions for improvement.
5. **Informal Observation.** Informal observations are less than a full instructional period in duration, but somewhat longer than a walk-through observation. Informal observations may be pre-announced or unannounced. They must include some oral or written feedback to the employee, but a formal post-observation conference and written observation report are not required unless specific deficiencies are noted. For example, a brief, informal conversation or e-mail exchange would suffice to meet this requirement.
6. **Walk-through Observation.** Walk-through observations are brief classroom or work space visits, generally five to ten

minutes in duration, for the purpose of monitoring the learning environment. Such observations are generally unannounced and do not include a conference or require a written report. Brief oral or written feedback to the employee may be provided at the observer's discretion, but is not required unless specific deficiencies are noted.

7. Full instructional period. For the purpose of required classroom observation of probationary teachers, a full instructional period shall be defined as the full duration of the class or subject period in which the observation takes place. For probationary educational specialists, the duration of the observation should be the equivalent of a typical instructional period as listed on the normal daily schedule of the school.

8. Instructional Framework. The district's instructional framework serves as a guide to teaching practice and forms the basis for the analysis of such practice in the evaluation process. For purposes of gathering data on teaching practices the district shall use the following instructional framework: Robert Marzano's *Causal Teacher Evaluation Model*.

9. Student Learning Objectives/Specialist Program Objectives. Student Learning Objectives/Specialist Program Objectives are collaboratively developed student achievement or program improvement goals that can be measured with a variety of assessments, not just standardized tests. For purposes of teacher and educational specialist evaluation, student achievement and program performance results shall be assessed through the use of Student Learning Objectives or Specialist Program Objectives. In collaboration with his/her evaluator, each teacher or educational specialist shall develop one or more Student Learning Objectives or Specialist Program Objectives each school year. The teacher/educational specialist will receive an annual evaluation rating based on his/her implementation of strategies designed to achieve these objectives and his/her results in achieving the objectives.

10. Individual Professional Development Plan. An Individual Professional Development Plan consists of one or more professional development goals, strategies to achieve each of the goals, and a means of measuring success. On an annual basis, each teacher/educational specialist shall develop an Individual Professional Development Plan based on the results of his/her most current evaluation. The Plan is to be developed in collaboration with his/her evaluator. The teacher/educational specialist will receive an evaluation rating each year based on his/her success in implementing the

professional development strategies and achieving the goals.

11. Student Perception Data. The term “student perception data” as used in this policy consists of information gathered from students through surveys or other approved means about teaching or other professional practices. Except as noted below, student perception data shall be collected at least once during each evaluation cycle for each teacher/educational specialist. For some educational specialists, perception data gathered from other stakeholders, such as teachers, support staff, or parents, may be more relevant than student perception data for evaluation. The teacher/educational specialist will not receive an evaluation rating based on the perception data, but the results will provide data to assist the evaluator and teacher/educational specialist in identifying areas of strength and areas needing professional improvement.

12. Primary and Complementary Evaluators. All evaluators of teachers and educational specialists employed by the district shall be certificated administrators. The primary evaluator for each teacher/educational specialist is that employee’s principal.

13. Peer Assistance. By mutual agreement of the teacher/educational specialist and the primary evaluator, a peer observer may be asked to observe and provide feedback to the teacher/educational specialist as part of a Plan for Improvement or Plan of Assistance. However, the results of such observation may not be used for evaluative purposes.

14. Plan for Improvement. A rating of “Basic” in any component of a teacher/educational specialist’s formative or summative evaluation will lead to a specific Plan for Improvement in that component. The Plan for Improvement will outline the reason(s) for the rating of “Basic,” provide recommendations for improvement, and a timeline for implementing such recommendations. The employee and the evaluator shall review progress on the Plan for Improvement at least once per semester.

15. Plan of Assistance. A rating of “Unsatisfactory” in any component of a teacher/educational specialist’s formative or summative evaluation will result in the development of a Plan of Assistance. The Plan will include a description of the deficiencies that led to the “Unsatisfactory” rating, specific means for the correction of the deficiencies, and an adequate timeline for implementing the required improvements. As appropriate, the Plan may also include sources of assistance to help the employee make the necessary corrections. The Plan of Assistance shall be reviewed at least quarterly by the teacher/educational specialist and the evaluator.

**D. Evaluative Criteria** By adopting the evaluative criteria listed below, the Board ensures that all teachers are evaluated on instructional performance and classroom organization and management, and that both teachers and educational specialists are evaluated on personal and professional conduct in accordance with Nebraska Department of Education Rule 10, *Accreditation of Schools*.

1. Teacher/Educational Specialist Practice. Teacher practice will be evaluated based on the Effective Practices cited in the *Nebraska Teacher Performance Framework*. In order to develop appropriate evaluative criteria for educational specialists, The Superintendent shall review the *Nebraska Framework's* Effective Practices and propose for the Board's adoption such additions, deletions, or revisions as are necessary.
2. Classroom Practice. The analysis of classroom practice for teachers shall be based on the district's chosen instructional framework. The Superintendent shall designate Robert Marzano's *Causal Evaluation Model* as the district's instructional framework. The analysis of practice for educational specialists shall be based on specialist rubrics developed or approved by the Superintendent. The results of the assessment of classroom or educational specialist practice shall comprise data for the evaluative ratings within the *Nebraska Framework's* Effective Practices.
3. Student Achievement/Program Performance. Student achievement or program performance shall be evaluated using Student Learning Objectives or Specialist Program Objectives, as appropriate. The Superintendent shall develop or adopt appropriate rubrics to assess teacher/educational specialist performance on such objectives.
4. Professional Development. Professional development of teachers/educational specialists shall be evaluated through an annual rating of the employee's Individual Professional Development Plan. The Superintendent shall develop or adopt appropriate rubrics to assess performance on such plans.
5. Overall Performance. Based on the criteria above, an overall performance rating shall be determined by the evaluator of each teacher/educational specialist as part of the employee's summative evaluation.

**E. Levels Of Performance** The performance of teachers/educational specialists shall be rated at four levels of performance on the evaluative criteria listed below. The ratings terms and general criteria for their application are:

1. Exemplary: In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for all evaluative criteria and exceeds expected performance in many respects. He/she takes a leadership role in professional development and school leadership activities.
2. Proficient: In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for the evaluative criteria on an overall basis and is actively engaged in professional development and school leadership efforts.

3. Basic: In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for most evaluative criteria and is satisfactorily participating in an improvement plan for those criteria rated below “Proficient.”
4. Unsatisfactory: In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist does not meet district performance standards for a significant segment of the evaluative criteria and improvement efforts have been inadequate.

#### **F. Evaluation Procedures**

1. Annual Notice. The Superintendent shall annually ensure that teacher/educational specialists are made aware of the evaluation policy and procedures in writing by including it in the faculty Handbook or other notice to employees.
2. Evaluation Cycle/Sequence of Evaluation Activities. A *Teacher/Educational Specialist Evaluation Procedures Sequence* is included as an Appendix to this policy.
  - (a) Probationary Teachers/Educational Specialists. Teachers and educational specialists in probationary status shall have an annual evaluation cycle consisting of a formative evaluation during the first semester and a summative evaluation during the second semester. Each semester’s evaluation shall include at least one formal observation for a full instructional period as described in this policy and ratings based on the Nebraska Effective Practices. In addition, the summative evaluation (second semester) shall include ratings on Student Learning Objectives/Specialist Program Objectives performance and, in the second probationary year and subsequently, a rating on Individual Professional Development Plan performance as well as an overall rating based on the evaluator’s judgment of performance on all components of the evaluation process.
  - (b) Permanent (Tenured) Teachers/Educational Specialists. Teachers and educational specialists in permanent status have an annual summative evaluation cycle. If the employee’s performance warrants, the evaluator can return the teacher/specialist to an annual or more frequent summative evaluation cycle at any point in the evaluation cycle. The evaluation shall include informal/walk-through observations with the number and duration of observations to be determined by the evaluator, a rating on Student Learning Objectives/Specialist Program Objectives performance, a rating on Individual Professional Development Plan performance, at least one formal observation and conference with the duration of

the observation to be determined by the evaluator, ratings on the Nebraska Effective Practices, and an overall rating based on the evaluator's judgment of performance on all components of the evaluation process.

3. Gathering Evaluation data. The district's evaluation system is based on data gathered from multiple measures of teacher and educational specialist performance, including but not limited to the following:
  - (a) Direct observation of work performance. The evaluation of all teachers and educational specialists covered by this policy will be based in part on direct observation of the staff member performing his/her duties. The Board encourages multiple observations of teacher and educational specialist performance throughout the school year, including formal, informal, and walk-through observations. For probationary teachers, each semester's evaluation process will include at least one formal observation as defined in this policy for a full instructional period. For probationary educational specialists for whom classroom observation is not relevant, direct observation of employee performance will be for the equivalent of a full instructional period for the school in which the specialist serves. For permanent teachers and educational specialists, at least one formal observation of employee performance with the duration to be determined by the evaluator shall be conducted during the evaluation cycle. Informal and walk-through observations with the frequency and duration to be determined by the evaluator shall be conducted.

Per Nebraska law, if deficiencies are noted in the work performance of any probationary or permanent employee, the evaluator shall provide the employee at the time of the observation with a list of deficiencies, a list of suggestions for improvement, and assistance in overcoming the deficiencies, and follow-up evaluations and assistance when deficiencies remain.
  - (b) The collection of data/artifacts. Evaluators shall endeavor to collect a wide variety of data regarding employee performance including artifacts such as lesson plans, student work, and similar data.
  - (c) Student perception data. At least once during the evaluation cycle, typically during the summative year, the evaluator shall arrange for the sampling of student perception via a student survey, which may be developed by the district or other entities. For some educational specialists, perception data gathered from other stakeholders, such as teachers, support staff, or parents, may be more relevant than student perception data for evaluation

and may be used in place of student perception data. The Superintendent shall approve the specific surveys to be administered and shall approve the procedures for administration of the student surveys.

The size and composition of the sample shall be determined by the evaluator after consultation with the teacher/educational specialist. Survey procedures must ensure the privacy and confidentiality of student responses and the results of the survey shall remain confidential as part of the teacher/educational specialist's employee record. The teacher/educational specialist will not be rated on the survey results. Rather, the information gathered shall be used to help the evaluator identify areas of strength and areas for professional development.

(d) Student achievement/program performance data. On an annual basis, teachers and educational specialists shall develop and implement either a Student Learning Objectives (SLO) plan or, if student achievement is not an appropriate measure of a specialist's performance, a Specialist Program Objectives (SPO) plan. Each teacher/educational specialist shall develop and implement two Student Learning Objectives or Special Program Objectives for the school year. The Superintendent shall develop procedures for creating, implementing, and evaluating SLO's and SPO's and shall ensure that all teachers and evaluators have received training in the SLO/SPO process. The evaluation of SLO's/SPO's shall include an assessment of the quality and rigor of the objective, the implementation of strategies designed to achieve the objective, and the achievement results.

(e) Evidence of professional development. On an annual basis, teachers and educational specialists shall develop and implement an Individual Professional Development Plan (IPDP) based on the results of the employee's most recent summative evaluation. The rationale for this component is that the professional development goals and activities should arise out of professional development needs identified during the evaluation process and which are closely linked to the evaluation process. The development of an Individual Professional Development Plan directly linked to the summative evaluation, does not preclude the existence of school wide professional development activities in which teachers and educational specialists are expected to participate or the creation specific individual professional development goals and activities that are not a formal part of the evaluation process.

(f) Self-assessment/reflection. The Board encourages the use of a self-assessment and reflection process as a component of the evaluation system, but its use shall not be mandatory. The Superintendent shall develop or adopt appropriate procedures and documents for such a process for those teachers/educational specialists who choose to employ them.

4. Conferences and Reports. \_ The Board encourages frequent conferences and the sharing of both oral and written feedback between teachers/educational specialists and evaluators. Formal observations require a pre-conference, post-conference, and written observation report; informal observations require some type of oral or written feedback but not a full post-conference and report, and walk-through observations do not require feedback. A conference and written report is required if specific deficiencies are noted in any observation. Conferences to review progress on Student Learning Objectives/Specialist Program Objectives and conferences to review progress on each teacher/educational specialist's Individual Professional Development Plan should be held at intervals throughout the year. The *Procedures Sequence* (Appendix I) suggests appropriate times for these.

For probationary teachers/educational specialists, a formative evaluation conference and the completion of the formative evaluation document shall be held at the end of the first semester of each probationary year. A summative evaluation conference and completion of the summative evaluation document shall be held during the second semester of each probationary year. For permanent teachers/educational specialists, formative evaluation conferences and the completion of the summative evaluation document shall be held at the end of each evaluation year.

A copy of any written feedback prepared in conjunction with observations and conferences shall be shared with the teacher/educational specialist and retained as part of the employee's evaluation file. However, this provision shall not require evaluators to share notes or other work products that do not become part of the employee's evaluation file.

5. Procedures for addressing deficiencies in performance. \_ If deficiencies are noted in any observation, the evaluator is to provide the teacher/educational specialist at the time of the observation with a list of the deficiencies, a list of suggestions for improvement, and assistance in overcoming the deficiencies, and follow-up evaluations and assistance when deficiencies remain. A description of the deficiencies and suggestions for improvement shall be provided orally and in writing by the evaluator following the observation and a copy of this report shall be retained as part of the employee's evaluation file. The teacher/educational specialist shall acknowledge receipt of the evaluator's report.

A rating of "Basic" in any component of a teacher/educational specialist's formative or summative evaluation will lead to a specific Plan for Improvement in that component. The Plan for Improvement will outline the reason(s) for the rating of "Basic," provide suggestions for improvement, and a timeline for

implementing such suggestions. The Plan shall be reviewed by the teacher/educational specialist and the evaluator at least once per semester. An overall rating of "Basic" on the summative evaluation will require that the teacher/educational specialist be placed on an annual summative evaluation cycle.

A rating of "Unsatisfactory" in any component of a teacher/educational specialist's formative or summative evaluation will result in the development of a Plan of Assistance. The plan will include a description of the deficiencies that led to the "Unsatisfactory" rating, specific means for the correction of the deficiencies, and an adequate timeline for implementing the required improvements. As appropriate, the plan may also include sources of assistance to help the employee make the necessary corrections. The Plan shall be reviewed at least quarterly by the teacher/educational specialist and the evaluator to determine progress in correcting the deficiencies noted. Teachers/educational specialists participating in a Plan of Assistance shall receive a summative evaluation based on the relevant components once per semester.

The Superintendent shall develop or adopt procedures and documents to be used for implementing Plans of Assistance and Plans for Improvement.

6. Written response. Teachers/educational specialists may submit a written response to any formative or summative evaluation document, observation report, or any other written report that has become part of their evaluation file. Such responses shall be attached to the document being responded to and shall be retained in the evaluation file. Responses shall be filed within 60 days of the receipt of the original evaluation document.
7. Training of Evaluators. All of the district's evaluators shall possess a valid Nebraska Administrative and Supervisory Certificate and be trained in the use of the evaluation system and its forms and procedures. The Superintendent shall determine the nature of appropriate training for evaluators and arrange for all evaluators to receive training prior to participating in evaluations.
8. Development and revision of documents. The Superintendent shall be responsible for the development and revision of forms and documents necessary to implement this policy. The development and revision of such forms and procedures will not require Board approval.

# APPENDIX I

## TEACHER/EDUCATIONAL SPECIALIST EVALUATION PROCEDURES SEQUENCE

Below are the sequences of activities required to evaluate probationary teachers/specialists twice per year and permanent (tenured) employees once a year. Note that teachers/specialists performing at a less than proficient level can be moved to a semester-long or cycle at any time by making the sequence adjustments accordingly. Note that Individual Professional Development Plans (IPDP) are developed at the end of the year and evaluated at the end of the following year. This is because IPDPs are linked to the result of the previous evaluation. Student Learning Objectives (SLO) are developed near the beginning of the year and evaluated in the same year.

PROBATIONARY TEACHERS	
Semester 1 Activities:	Semester 2 Activities:
<ul style="list-style-type: none"> <li>• Self-assessment/reflection on teaching practices (optional)</li> <li>• Student Learning Objectives (SLO) development (conference with principal)</li> <li>• Individual Professional Development Plan (IPDP) review</li> <li>• Formal classroom observation (minimum of one observation for a full instructional period) based on district’s instructional framework; multiple informal and walk-through observations recommended.</li> <li>• Provide list of deficiencies/suggestions at time of observation (if applicable).</li> <li>• Review of data/artifacts</li> <li>• First semester formative evaluation (conference):               <ul style="list-style-type: none"> <li>○ Ratings on seven Effective Practices.</li> <li>○ Review progress on SLO’s.</li> <li>○ Review IPDP</li> <li>○ Complete formative evaluation document.</li> </ul> </li> <li>• Plan for Improvement/Plan of Assistance (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>• Formal classroom observation (minimum of one observation for full instructional period) based on instructional framework; multiple informal/walk-through observations recommended.</li> <li>• Provide list of deficiencies/suggestions at time of observation (if applicable)</li> <li>• Review of data/artifacts</li> <li>• Collect student perception data</li> <li>• Self-assessment/reflection summary (optional)</li> <li>• Second semester summative evaluation (conference):               <ul style="list-style-type: none"> <li>○ Ratings on seven Effective Practices.</li> <li>○ Rating on Student Learning Objectives.</li> <li>○ Rating on IPDP</li> <li>○ Overall rating for year</li> <li>○ Complete summative evaluation document.</li> </ul> </li> <li>• Develop Individual Professional Development Plan for upcoming year.</li> <li>• Plan for Improvement/Plan of Assistance (if applicable)</li> </ul>

## TENURED TEACHERS

- Self-assessment/reflection on leadership practices (optional)
- Student Learning Objectives (SLO) development (conference with principal)
- Review of Individual Professional Development Plan (from prior year)
- Formal classroom observation based on district's instructional framework (at least one with conference required; length of observation determined by evaluator); multiple informal/walk-through observations recommended.
- Provide list of deficiencies/suggestions at time of observation (if applicable).
- Review of data/artifacts
- Mid-year review of SLO progress and Individual Professional Development Plan.
- Collect student perception data
- Self-assessment/reflective summary (optional)
- End-Year Summative Evaluation and conference:
  - Ratings on seven Effective Practices
  - Rating on Student Learning Objectives.
  - Rating on Individual Professional Development Plan.
  - Overall rating for evaluation cycle.
  - Complete summative evaluation document.
- Plan for Improvement/Plan of Assistance (if applicable)
- Develop/revise Individual Professional Development Plan for next year.
- Continue multi-year cycle or move to more frequent summative cycle if performance warrants.

Policy Adopted: May 6, 2015  
Policy Revised: June 8, 2017

## **Outside Employment**

**4555**

The board of education shall have the right to restrict or prohibit any type of outside employment of school district employees which, in the opinion of the board of education, interferes with the efficiency of such employee or is in any way detrimental to the school district.

Legal Reference:                   Neb. Rev. Stat. § 79-526

Policy Adopted: May 6, 2015

**Job Descriptions, Certificated Employees**

**4560**

The superintendent of schools shall be responsible for developing and revising job descriptions for all general categories of certificated school district employees.

Legal Reference:   Neb. Rev. Stat. § 79-101  
                          Neb. Rev. Stat. § 79-501  
                          Neb. Rev. Stat. § 79-804 to 79-818  
                          Neb. Rev. Stat. § 79-859 to 79-871

Policy Adopted: May 6, 2015  
Policy Revised: February 11, 2016

## **CERTIFICATED SCHOOL DISTRICT EMPLOYEE RELATIONS**

### **Collective Bargaining**

**4605**

The board of education recognizes the right of school district employees to belong to organizations for bargaining purposes pursuant to state statutes.

The board of education shall annually, unless otherwise mutually agreed upon, negotiate a collective bargaining agreement with the local education association or its legitimate successor that is established in accordance with the Nebraska public employee bargaining statutes. The board of education shall meet with representatives of the local education association at a time mutually agreeable to board and association members. Items generally covered in the negotiated agreement shall include wages, hours, conditions of employment, benefits, insurance coverage, leave provisions, individual contracts, grievance procedures, or other mandatory or permissive subjects for bargaining. A copy of the most current negotiated agreement shall be kept in the office of the superintendent of schools.

Agreements between the board of education and local education association shall be printed at the expense of the board of education. Copies of the applicable agreement shall be presented to all certificated employees currently employed, hereafter employed, or considered for employment by the school district.

The local education association may post notices of meetings and other information on bulletin boards designated by, and with the approval of the superintendent. The association may use local building mailboxes for delivery of information. Association meetings and use of school district equipment for association purposes shall not take place during the normal school workday. Permission to use school district equipment, including computers, or facilities shall not be withheld unreasonably. The local education association shall pay for any supplies used, damages incurred, and any loss or theft of borrowed property. No equipment shall be removed from school district property without approval by the superintendent.

Legal Reference:           Neb. Rev. Stat. § 48-818.01  
                                  Neb. Rev. Stat. § 48-838  
                                  Neb. Rev. Stat. § 79-501  
                                  Neb. Rev. Stat. § 79-872

## **Disciplinary Action and Termination**

**4610**

The superintendent of schools, or his or her designee, may take action concerning a certificated school district employee's performance or conduct which is deemed reasonably necessary assist the employee and further school purposes, including: (a) counseling, (b) oral reprimand, (c) written reprimand, and (d) suspension without pay, not to exceed thirty (30) working days.

Prior to making any written reprimand, the certificated employee shall be advised of the alleged reasons for the proposed written reprimand and provided the opportunity to present his or her version of the facts. The certificated employee may proceed under the school district's grievance procedure for a review of such proposed written reprimand or may, within seven (7) calendar days after the superintendent, or his or her designee, takes such action, challenge the decision through the administrative chain of command.

Prior to imposing any suspension without pay, the certificated employee shall be advised in writing of the alleged reasons for the proposed suspension without pay and provided the opportunity to present his or her version of the facts. Within seven (7) calendar days after the receipt of such notice, the certificated employee may make a written request to the secretary of the board of education or the superintendent, or his or her designee, for a formal due process hearing. If such a request is not delivered within such time, the action of the superintendent, or his or her designee, shall become final.

Upon the superintendent's recommendation, the board of education may consider the amendment or nonrenewal of the contract of a probationary certificated employee for any reason deemed sufficient, if such action is constitutionally permissible and in accord with state statute. A probationary certificated employee subject to such recommendation shall be given written notice that the board of education will consider the amendment or nonrenewal of such contract for the ensuing school year, and upon request, shall be granted an informal hearing before the board of education or a committee of not less than three board members.

Upon the superintendent's recommendation, the board of education may elect to amend or terminate the contract of a permanent certificated employee for any reason so set forth by state statute. A permanent certificated employee subject to such recommendation shall be given written notice of such possible action on the contract, and upon request, be granted a formal due process hearing before the board of education.

Legal Reference:           Neb. Rev. Stat. §§ 79-827 to 79-829  
                                  Neb. Rev. Stat. §§ 79-831 to 79-835

Policy Adopted: May 6, 2015

## **Informal Hearings**

**4615**

Hearings involving the non-renewal of the contract of a probationary certificated employee or the superintendent of schools shall not be due process hearings and need not meet the requirements of Neb. Rev. Stat. § 79-832, but shall be informal hearings at which the probationary certificated employee or superintendent shall be afforded the opportunity to discuss and explain his or her position with regard to continued employment, to present information, and to ask questions of those appearing on behalf of the school district.

Such informal hearings shall be held in closed session at the request of the probationary certificated employee or superintendent, and upon affirmative vote of a majority of the members of the board of education present and voting, but the formal action of the board of education for renewal or non-renewal of a contract shall be in open session.

The hearing for a probationary certificated employee, other than a superintendent, may be held before a committee of the board of education consisting of not less than three of the board's total members. Notice of the hearing shall be sent to all members of the board of education five (5) days prior to the hearing. If a hearing is held before such committee, the majority opinion of the committee shall constitute a recommendation to the board of education with the final determination being made by a majority of the board of education, without additional hearing.

The hearing for a superintendent shall not be held before a committee of the board of education. Notice of the hearing shall be given to all parties at least five (5) days prior to the hearing. A vote of the majority of the members of the board of education shall determine the final action relative to the contract of the superintendent.

Legal Reference:                   Neb. Rev. Stat. §§ 79-834 to 79-835

Policy Adopted: May 6, 2015

The purpose of the grievance procedure is to ensure fair and equitable treatment to certificated school district employees concerning the interpretation, meaning, and application of the terms and conditions of their employment. A grievance shall mean a claim concerning the interpretation, meaning, and application of the negotiated agreement between the school district and the local education association which affects the working conditions of a certificated employee, but shall not mean any claim for which the method of review is prescribed by law or the board of education is without authority to act.

**Level I (Informal) - Initiating the Claim**

Any certificated employee who feels that he or she has a grievance may initiate the process by discussing the grievance with the building principal or immediate supervisor. The principal or supervisor shall document the discussion and orally answer the grievance within five (5) business days of the discussion. Every attempt should be made to resolve the grievance at this level. A representative of the education association may assist the employee in the resolution of the grievance at this level.

**Level II (Formal)**

Any grievance that is not resolved at the informal level may be submitted as a formal grievance. All communications concerning a grievance, after it is formally submitted, shall be in writing and shall be considered to be confidential.

If the certificated employee is not satisfied with the resolution of the grievance at the informal level, or if no decision has been rendered within five (5) business days after the discussion with the building principal or immediate supervisor, the employee may submit a formal grievance in writing to the principal or supervisor, retaining a copy for his or her files. If a written grievance is not submitted within twenty (20) business days after the certificated employee knew, or should have known, of the act or condition on which the grievance is based, then the grievance is deemed to be waived. The principal or supervisor shall answer the written grievance in writing within three (3) business days after submission of the written grievance.

If the certificated employee is not satisfied with the resolution of the written grievance by the building principal or immediate supervisor, or if no decision has been rendered within three (3) business days after submission of the written grievance, the employee may appeal the written grievance to the superintendent. The appeal to the superintendent must be filed within three (3) business days after the written response from the principal or supervisor. The superintendent shall meet with the employee within five (5) working days for the purpose of hearing and resolving the grievance. A record of such meeting shall be kept by the superintendent and made available to the parties upon written request. Within five (5) business days following the meeting, the superintendent shall submit a decision and the reasons therefore in writing to the employee

If the certificated employee is not satisfied with the resolution of the written grievance by the superintendent, or if no decision has been rendered within five (5) business days after the meeting with the superintendent, the employee may appeal to the board of education. The appeal to the board of education must be filed within six (6) business days after receiving the superintendent's written decision. The board of education shall meet with all parties of interest within twenty-five (25) business days after receiving a written appeal for the purpose of hearing and resolving the grievance. The following procedures apply to an appeal to the board of education:

- (a) The grievance may be placed on the agenda of the board of education to be heard at a regular or special meeting, or on a date as may be mutually agreed upon by the board of education and the certificated employee for a particular time and/or place.
- (b) A majority of the members of the board of education must be present to hear the grievance.
- (c) A grievance may be heard in closed session only upon conformity with the Nebraska Open Meetings law, which generally favors open sessions.
- (d) Each party shall have the right to call such witnesses as it deems necessary to develop facts pertinent to the grievance.
- (e) All grievance hearing before the board of education shall be recorded.
- (f) The board of education may appoint a hearing officer to conduct the hearing and swear in witnesses.
- (g) The board of education's attorney may conduct the hearing and deliberate with the board to assist it through the process, but shall have no involvement with the ultimate decision.
- (h) Individual board of education members who may act as a witness in the hearing shall not be recognized as a part of the official board rendering the decision and shall be recused.

The board of education shall render a decision in writing with its reasons therefore within ten (10) business days following such meeting. The decision shall be rendered only after all of the evidence from the administration and certificated employee is received and considered.

#### Other Grievance Procedures

All parties to a grievance may be represented at all stages of the grievance procedure by representatives of their own choosing or may represent themselves. A certificated employee shall have the right to have representative from the education association present at each level of the grievance procedure. If such employee chooses to not have an education association representative assist him or her, the education association, at its discretion, may have representatives present for any meeting, appeals, or other proceeding relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of the employee to discuss the grievance informally with his or her immediate supervisor and have the grievance resolved informally.

Every attempt shall be made by all parties to a grievance to adhere to the timelines set forth in this policy; however, the parties may mutually agree to waive such timelines due to extenuating circumstances.

A certificated employee may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party. If the education association feels that the issues involved in the grievance should be resolved, the association may assume the grievance at that point and proceed through the remainder of the procedure.

No reprisals of any kind shall be taken by the board of education, the certificated employee, or any other party of interest against any individual or group because of participation in the grievance procedure.

Forms for filing a grievance shall be made available through the superintendent's office.

## **Reduction-in-Force (RIF)**

4625

Reductions-in-force of certificated school district employees may be necessitated by decreasing enrollments, changes in financial support of expenditures, budget restrictions, changing programs, school district contracting, school district reorganization, or other changed in circumstances. Reductions-in-force may include total elimination or termination of contracts or positions, amendment of contracts or positions, reductions-in-force from full-time to part-time, reductions-in-force from part-time to a lesser part-time, and any other reductions-in-force which result in the termination or amendment of a certificated employee's contract or employment positions. This policy shall not be deemed to limit the board of education or school district administration with regard to the removal, or change in assignments, of certificated employees.

The superintendent of schools shall recommend to the board of education those certificated employees to be reduced under the reduction-in-force provisions of this policy and state law. No permanent certificated employee may be terminated through a reduction-in-force while a probationary certificated employee is retained in a position 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. Notice to certificated employee and other procedures relating to reductions-in-force shall comply with applicable law.

The selection of certificated employees to be reduced shall be made with consideration given to the following (not listed in order of importance):

- (a) Programs to be offered;
- (b) Endorsements that are of present or future value to the school district;
- (c) State and federal regulations which may mandate certain employment practices;
- (d) Special qualifications which may require specific training and/or experience;
- (e) Contributions to activity programs;
- (f) Qualifications based on past performance and competence as determined by the superintendent through employee evaluation procedures and review of any prior disciplinary action or incidents;
- (g) Length of uninterrupted service time;
- (h) The organizational and educational impact created by multiple part-time certificated employees; and
- (i) Any other reason that is rationally related to the educational process and function of the school district.

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

Uninterrupted service time for purposes of this policy shall accrue the same for all certificated employees regardless of their full-time equivalency. Uninterrupted service time for certificated employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than one school year. In considering the length of a certificated employee's uninterrupted service time, the total service time in the employee's area of endorsement may be considered.

Before a reduction-in-force occurs, the board of education and the school district administration shall present competent evidence showing: (a) a change in circumstances has occurred necessitating a reduction in force; (b) such change in circumstances specifically related to the certificated employee to be reduced; and (c) that there are no vacancies in the school district for which such employee is qualified by endorsement or professional training to perform.

Any certificated employee whose contract has been terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter that effect. Such employee shall have preferred rights to re-employment by the school district for a period of twenty-four months commencing at the end of the contract year, and shall be recalled on the basis of length of uninterrupted service to the school district to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to him or her prior to the reduction, but such leave of absence shall not be considered as a year of employment by the school district. An employee under contract to another educational institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

Any certificated employee whose contract was terminated as a result of reduction-in-force shall, during the recall period, report his or her current address to the superintendent and inform the superintendent of any changes of address thereafter. If a vacancy in the school district occurs for which the employee has rights of recall, the offer of such employment may be sent by the superintendent to the employee's last-known address by certified mail. If no acceptance of such offer is received from the employee within ten days of mailing, and the superintendent has no personal knowledge of the whereabouts of the employee (other than the last-known address), the employee shall be deemed to have waived his or her rights to recall to the position.

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

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

Policy Adopted: May 6, 2015

## **Professional Growth**

**4630**

Permanent certificated employees teaching in the school district must show evidence of continued professional growth every six years, by one of the following methods:

- (a) Earning six semester hours of college credit in the teaching assignment area or in a related area; or
- (b) Earning six professional growth points for other activities. Refer to AR-4630, Professional Growth Points and Application Form.

Permanent certificated employees with a Master's degree or more may use any combination of college credit and/or professional growth points to meet the professional growth requirements. Permanent certificated employees with a Bachelor's degree must earn at least three hours of college credit, and may use any combination of professional growth points or college credits to meet the remaining requirements.

Only college credit hours will be used to advance permanent certificated employees on the salary schedule. Professional growth points, other than college credit hours, may not be used for any salary advancement.

All professional growth activities must be approved by the school district administration prior to the awarding of any professional growth points. The superintendent of schools shall be responsible for ensuring that proper documentation is maintained and recorded in personnel files. All costs of professional growth activities, other than superintendent-directed activities, shall be borne by the employee.

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