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4000
Policies Regarding Employees of the District

4001
Nondiscrimination

The school district shall not discriminate on the basis of race, national origin, creed, age, marital status, sex or disability in its education programs, activities, or employment policies in compliance with Title VI and VIII of the Civil Rights Act, Title IX, the Rehabilitation Act, the Nebraska Equal Educational Opportunity Act, the Americans with Disabilities Act, and all other relevant civil rights statutes and regulations.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a grievance using the district's grievance procedures.

Inquiries regarding compliance with Title IX, the Nebraska Equal Opportunity in Education Act, Section 504, or Title VII may be directed to the superintendent.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4002
Drug Free Workplace

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

Within five days after a conviction, an employee must notify the head of the department in which he or she is assigned of any conviction of a criminal drug statute for a violation occurring in the workplace. The failure to report such a conviction will result in dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

An employee who is convicted of violating any criminal drug statute for conduct that occurred in the workplace will be subject to disciplinary action, including but not limited to suspension or discharge. The district may, in its sole discretion, require the employee to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

I acknowledge that I have received a copy of the School District's Drug-Free Workplace policy. I understand that I am required to abide by the terms of the policy as a condition of my employment.

_____ _____

Signature Date

Adopted on: _____

Revised on: _____

Reviewed on: _____

4003
Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-tree transportation environment, and to reduce accidents, injuries and fatalities.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release. Any

person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4004
Employment of Relatives, Domestic Partners and Significant Others

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; minimizing an "us against them" mentality; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, often holding themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. Generally, no relative, domestic partner, or significant other of an employee should be hired to work within the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred employee into a position which is similar in terms of pay and benefits.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4005
Communication Between the Board and District Employees

Employees should submit communications or reports regarding the district to their immediate supervisor, then the superintendent, and only then to the board. They have the same right to communicate with the board about matters of public concern as other patrons of the district, but must follow the chain of command before communicating about employment-related issues.

When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4006
Insurance

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a collective bargaining agreement.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4007
Personnel Records

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4008
Outside Employment

1. An employee's responsibilities to the district take precedence over personal along with other prohibited activity during school hours. Employees may not engage in other employment business activity during assigned duty hours.

2. Tutoring

   a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.

   b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.

   c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.

3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.

4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.

5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.

6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.

7. Sale of goods or services by employees.

a. Employees shall not sell, solicit or promote the sale of goods or services to students.

b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.

c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).

d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4009
Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over $25.00 must disclose the receipt of such gift to the superintendent. The superintendent, at his or her discretion, may require that the gift become the property of the district.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4010
Inclement Weather

Unless the superintendent directs otherwise, the following personnel shall report to work when school is canceled because of inclement weather: the superintendent, principals, secretaries, and custodians/maintenance staff.

If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4011
Family and Medical Leave Act Policy

This policy is intended to help employees understand their rights under the provisions of the Family and Medical Leave Act of 1993 ("FMLA" or "Act"). The policy does not constitute a contract between the school district and its employees and shall be applicable only when the district is a "covered employer" within the meaning of the Act. The district intends to afford to its employees all rights that are provided by the Act; however, this policy does not add to those rights, and the district reserves to itself all rights provided to covered employers under the Act.

I. Definitions

A. Serious Health Condition

For purposes of this policy, a "serious health condition" means an illness, injury, impairment of physical or mental conditions that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility; or

2. any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

B. Health Care Provider

For purposes of this policy, the term "health care provider" means:

1. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law;

3. nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or

4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

II. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:

   a. Make the request for leave at a time when the school district employs 50 or more workers;
   b. Have been working for the school district for at least 12 months prior to the request; and
   c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.

B. Qualified Circumstances Necessitating Leave

The school district will grant an eligible employee up to a total of 12 workweeks of ***unpaid*** leave under the following conditions:

1. for birth of a son or daughter, and to care for the newborn child;

2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son, daughter, or parent with a serious health condition; or
4. because of a serious health condition that makes the employee unable to perform the functions of his or her job.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. If both spouses are employed by the school district and both are eligible for FMLA leave, they are jointly entitled to a ***combined*** total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care.
3. Leave is not available to care for an employee's in-laws (e.g., son-in-law, mother-in-law and the like).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable;
2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
3. second or third medical opinions and periodic recertifications (at the school district's expense); and
4. periodic reports during FMLA leave regarding the employee's status and intent to work.

E. Scheduling Leave

1. When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

2. Leave Taken at the End of the Semester

   a. If an employee begins leave five or more weeks prior to the end of a semester and a) the period of leave is for at least three weeks and b) the employee would return to work during the three-week period before the end of the semester, the school district may require the employee to take leave until the end of the semester.

   b. If an employee begins leave, except personal sick leave, less than five weeks before the end of the semester and a) the period of leave is greater than two weeks and b) the employee would return to work during the two-week period before the end of the semester, the school district may require the employee to take leave until the end of the semester.

   c. If an employee begins leave, except personal sick leave, three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the school district may require the employee to take leave until the end of the semester.

III. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the Family and Medical Leave Act and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the 12 weeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the 12 workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.

    a. When leave is taken because of a birth or placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district.
    b. When leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on

a reduced-leave schedule when medically necessary.

c. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.

d. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative), and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

IV. Return From Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.

2. If the school district intends to deny restoration to such an employee, it will:

   a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
   b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
   c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
   d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

The school district will recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expires, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave

under FMLA; or other circumstances beyond the employee's control.

V. Notice to Employees

A. The school district will post WH Publication 1420 in conspicuous places where employees are employed.

B. When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.

C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated there under, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4012
Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff.

I. Staff Expectations in Use of the Internet

A. Acceptable Use

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.

2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents and patrons.

3. Staff may use the Internet in any other way which serves a legitimate educational purpose.

4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use

1. Staff shall not access obscene or pornographic material.

2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.

3. Staff shall not use chat rooms or instant messaging.

4. Staff shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems, such as, but not limited to, Aimster and Freenet.

5. The only political advocacy allowed by staff shall be lobbying via e-mail on educational-related issues. Before engaging in this sort of activity, staff must obtain the consent of the superintendent or designee.

6. Staff shall not publish web pages without the written approval of the administration. Any web page published by staff members must be linked to the district's web site. Staff are cautioned that publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. They must obtain the written consent of the superintendent or designee prior to posting any student-related information on the Internet.

7. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters

Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. **Any violation of school policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;

3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4013
Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance

within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4014
Employment-Related Sexual Harassment

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by and of employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

> Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:
>
> (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
>
> (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
>
> (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication to a supervisor, principal, the

superintendent of schools, or a board of education member with whom he or she feels comfortable in reporting the issue.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of one student by another student or students is addressed in a separate policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4015
Prohibition Against Employment of Board Members

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-554 of the statutes prohibits a board member from being employed as a teacher in a school district where he or she also serves on the board.

A conflict of interest is also created when a board member serves simultaneously as both a board member and an employee in any capacity, whether certified or non-certified. Therefore, a board member shall not be employed by the school district when serving on the board. If an employee is elected or appointed to the board, his or her employment shall be terminated upon being seated on the board. Because of the conflict that is created by a board member applying for employment while sitting on the board, a board member who wishes to apply for employment shall be required to resign from the board before applying.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4016
Jury Duty/Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4017
Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations that have been established in accordance with public employee bargaining statutes, and will meet with local collective bargaining unit representatives at mutually agreeable times to negotiate regarding mandatory subjects of bargaining.

To facilitate an amicable relationship between the district and any local employee associations, the district will allow associations to make reasonable use of district facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district equipment, post notices of meetings and other information on bulletin boards designated for this purpose, and use local building mail boxes for delivery of employment-related information. Associations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4018
Corporal Punishment

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4019
Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee district should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. A maintenance custodian, teacher elected by the staff, and superintendent or designee shall be members of the committee.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4020
Copyright Policy

It is the policy of this school to encourage teachers to be creative and innovative. Therefore, a school administrator may enter into a written agreement with a teacher allowing the teacher to own a copyright in a written work created by the teacher in his or her scope of employment. The administrator and teacher shall only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4021
FAMILY MILITARY LEAVE

An administrator, at his or her discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4022
Certification and Endorsements

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4023
Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, understanding, and complying with these standards.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4024
Teachers' Rights, Responsibilities and Duties

All certificated employees shall assume the duties and responsibilities assigned by the superintendent or designee. Teachers' professional responsibilities involve considerably more than merely classroom instruction. They include, but are not limited to, study and research to keep abreast of new knowledge and instructional techniques; assessment of students' work; record-keeping; lesson planning and preparation; conferences with students, parents and administrators; in-service meetings; and supervision of pupils outside the classroom.

Teachers must be in their classrooms or assigned areas as instructed by the building principal. All duty time is necessary for educational planning, preparation, and conferences with students, parents and faculty members.

All teachers must maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that reflects their professional status in the community.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4025
Superintendent

The superintendent is hired by and shall report directly to the board of education. All school employees shall be under the direct and/or delegated supervision of the superintendent. All of the grounds and buildings are supervised by the superintendent. He or she shall, at his or her discretion, make the board aware of any needed repairs and improvements. The board of education delegates to the superintendent the power and authority to make necessary corrections and decisions on all matters concerning the running of the school. The board will review all such rulings, corrections, decisions and such at regular or special board meetings.

The superintendent is charged with presenting an annual school budget to meet necessary statutory deadlines, and this budget shall be subject to the approval of the board of education and voters at the annual budget hearing and annual meeting. In conjunction with this budget preparation, the superintendent is charged with implementing the budget and shall be authorized to make all purchases he deems necessary after the board of education and voters approve the budget at the budget hearing. The superintendent shall present all of the bills to the board of education and handle all monies in the activity accounts, as well as the lunch account. He or she shall supervise the bookkeeping of the accounts and shall sign all the checks and will have the final approval of how the money is spent. He or she shall be bonded for $5,000, and this bond will be provided by the school district. The superintendent shall, monthly, provide a balance sheet showing each activity account.

The superintendent shall be in a position of approving all school activities, and he or she may delegate this authority to the principals, teachers, sponsors, etc. Such activities shall include, but not be limited to, the schedule, the closing of school, non-school activities (with board approval), calendars, and media releases.

The superintendent will be the chief administrative officer of the board of education and shall keep the board informed on important issues. He or she shall review the qualifications of all certified and non-certified employees applying for vacancies and make recommendations regarding these employees.

The superintendent's other duties include, but are not limited to, the following items:

1. Maintain high standards of student conduct and enforce discipline as necessary, according due process to the rights of students.
2. Develop and implement in-service training of teachers, with special responsibility for staff administrative procedures and instruction.
3. Preparation of a school calendar for board adoption.
4. Recommend changes in board policy.
5. Responsible for implementation of board policy.
6. Vocational director.
7. Transportation director.
8. Enforce the negotiated agreement.
9. Supervise the lunch program.
10. Supervision of the teaching staff and evaluation.
11. Supervision of the guidance program.
12. Supervision of extra-curricular activities.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4026
Administrative Employees

A staff member who holds an administrative and supervisory certificate and performs administrative duties shall be paid a salary and provided fringe benefits based upon board policy and the decisions of the board.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4027
Part-Time Certified Employees

Percentage of Time. 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 entire school day. 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, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.

Acquiring Permanent Status. A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

Salary. The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association. multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic years negotiated agreement. The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

Horizontal Movement on the Salary Schedule. 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, and according to the applicable district policies.

Attendance at In-service Meetings, Faculty Meetings, and School Activities. A part-time teacher is responsible for attending in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

Continuation of Employment. The school district administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4028
Substitute Teachers

A substitute teacher is an educator who possesses the required certification from the Nebraska Department of Education and is employed to fill a teaching position on a temporary basis. The board shall establish the pay and benefits for substitute teachers.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4029
Salary Schedule for Certificated Employees

The board of education recognizes the "salary schedule" and related provisions for compensation currently in effect resulting from negotiations between the board and the education association.

Horizontal Advancement. Teachers who wish to advance horizontally on the salary schedule must notify the superintendent in writing prior to June 1 of the preceding school year. The teacher must furnish the superintendent with college transcripts by September 10 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by September 10, the teacher must provide the superintendent with written confirmation by September 10 from a college official attesting that the teacher has satisfactorily completed the courses.

Movement Past the BA Column. Teachers who wish to advance beyond the BA column must be accepted in a Masters Program that relates to their teaching field, as determined by the superintendent. Teachers must inform the superintendent of their enrollment prior to the beginning of their class to discuss its work-related objectives.

Movement Past the MA Column. Teachers who wish to advance beyond the MA column must be enrolled in course work that relates to their teaching field, as determined by the superintendent. Teachers must inform the superintendent of their enrollment prior to the beginning of their class to discuss its work-related objectives.

Superintendent's Review. The superintendent shall review all requests for advancement on the salary schedule resulting from a teacher's acquiring additional teaching experience or for completion of college courses, and shall report all changes to the board of education annually.

Vertical Advancement. A teacher may advance only one step vertically on the schedule in any year.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4030
Evaluation of Certified Employees

The classroom teacher is the key element of successful instruction. Every teacher should be capable of improving his or her performance, and the administration is responsible for evaluating teachers in order to assist them in achieving a high quality of teaching.

A certified administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester and each tenured certified employee for a full instructional period once each school year. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

The school district will train administrators in evaluation annually through meetings with the superintendent or other administrator, attendance at regional, state or national workshops, or any other method approved by the superintendent.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

> **Entire Instructional Period.** For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

This policy and the evaluation instrument shall be included in the teacher handbook which will be distributed to staff members upon their employment and annually thereafter.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4031
Evaluation of Probationary Certified Employees

A certified administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester. The administrator will provide each employee with a written list of deficiencies, suggestions for improvement, and sufficient time to improve.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

Entire Instructional Period. For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4032
Professional Growth

Every six years, permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.

The board of education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

Other professional growth activities which may count toward the six-year requirement include non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, travel of significant educational value, and membership in professional organizations. The employee must receive prior approval from the building principal for any of these activities to count toward professional growth.

No professional growth units will be awarded if the applicant has been paid for a non-college activity either by released time or by an additional amount paid by the school district.

One unit of professional growth credit will generally be equivalent to ten hours of personal time spent on an educational activity.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4033
Rights of Probationary Certificated Employees

Procedural Entitlement. The superintendent of schools may, at his or her discretion, notify a probationary certificated employee that his or her employment contract may not be renewed or may be amended. In the event of consideration of nonrenewal or amendment of a probationary certificated employee's employment contract at the close of the school year, the affected employee shall be provided with written notice of the proposed nonrenewal on or before April 15, including notice that he or she is entitled to a hearing before the board prior to any final decision on the proposed contract action. To secure such a hearing, the employee must send a written request to the secretary of the board, the superintendent or the superintendent's designee within seven (7) calendar days of receipt of notice of possible nonrenewal or amendment. An employee who requests a hearing shall be given written notice of the employment-related reasons for the proposed action at least five (5) calendar days prior to the hearing. The hearing shall be an informal hearing at which the employee or the employee's representative shall be given an opportunity to discuss and explain the employee's position regarding continued employment, to present information, and to ask questions of those appearing on behalf of the school district. At the conclusion of the hearing, the board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient if the nonrenewal is in accordance with the provisions of Nebraska statutes and is not for constitutionally impermissible reasons.

Hearing by Board Committee. At its discretion, the board may conduct the hearing regarding the nonrenewal or amendment of a probationary employee's employment by a committee of the board that consists of not fewer than three board members. If the board proceeds with a hearing by committee, notice of the hearing must be sent to all board members five (5) days prior to the date of the hearing, the majority opinion of such a committee will constitute a recommendation to the board as a whole, and the final decision must be made by a majority vote of the members of the board without additional hearing. The meeting to make a final determination must be held in open session.

Public Notice of Meeting. The board shall give proper notice of any board meeting in accordance with the Nebraska Public Meetings Law.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4034
Teacher Handbook

The superintendent or designee shall annually formulate, review and revise a teacher handbook that will contain information about the policies, rules, and duties that apply to teachers.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4035
Rights of Permanent Certificated Employees

School district administrators and the board of education shall comply with the requirements of due process in considering the cancellation, amendment or termination of a permanent certificated employee's contract of employment. After compliance with such requirements, the board may cancel, amend or terminate such a contract of employment for just cause as provided in statute, contract or board policy.

The superintendent of schools may, at his or her discretion, notify a permanent certificated employee that the employee's employment contract may be canceled, amended or terminated.

Mid-Term Cancellation or Amendment. If a certificated employee's employment contract is considered for mid-term amendment or cancellation, the affected employee shall be provided:

> A written statement of the alleged grounds for cancellation or amendment of the contract and that such certificated employee's contract may be canceled or amended mid-term as well as the information set out in the section entitled "Procedural Entitlement" below.

Termination or Amendment of a Permanent Employee's Contract. If a permanent certificated employee's employment contract is considered for amendment or termination at the close of the school year, the affected employee shall be provided:

> Written notice of the proposed action on or before April 15. If the employee requests a hearing, he or she shall be given written notice of the alleged grounds for the proposed action at least five (5) days prior to the hearing.

Procedural Entitlement. In the event of the proposed cancellation, amendment or termination of a permanent certificated employee's employment contract, whether mid-term or at the close of the contract year, the affected employee shall be provided with written notice that he or she is entitled to a hearing before the board prior to any final decision on the proposed contract action. To secure such a hearing, the employee must submit a written request to the secretary of the board, the superintendent or the superintendent's designee within seven (7) calendar days of receipt of notice of possible cancellation, amendment or

termination. Upon request, the certificated employee will be provided with notice, at least five (5) days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated employee as well as the general areas of their testimony, and will be given an opportunity to examine any documents that will be presented at the hearing.

Public Notice of Meeting. The board shall give proper notice of any board meeting in accordance with the Nebraska Public Meetings Law.

Employee's Right to Be Represented. A permanent employee shall have the right to be represented at the hearing and shall be given an opportunity to cross-examine all witnesses, examine all documents, and present evidence material to the issues.

Basis of the Board's Decision. A decision to cancel, amend or terminate a permanent certificated employee's contract shall be based solely upon the evidence produced at the hearing and must be agreed to by a majority of the members of the board. If the board cancels, amends or terminates a certificated employee's contract, it shall reduce its findings and determinations to writing and shall deliver a written copy thereof to the certificated employee.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4036
Crisis Response Team Duties

The school district will use a Crisis Response Team (CRT) to plan and coordinate efforts to deal with an emergency that involves the school, staff, and students. The primary concern will be the safety and welfare of students and staff, followed by the protection and salvaging of property.

The CRT will consist of the superintendent or designee (who will serve as general coordinator), the principal (who will serve as staff/operations coordinator), the counselor (who will serve as counseling services coordinator), one secondary and one elementary staff member and one male and one female secondary student. Examples of situations that the CRT would address are the death of a student, staff member, local or national leader; an accident or illness involving any of the previously mentioned people; a threat to the safety of students or staff, weather-related disaster; or other incidents that seriously affect the school.

The superintendent will direct and coordinate CRT members. The principal will assume these responsibilities in the absence of the superintendent, and a designated board member will assume the responsibilities of the superintendent and principal in their absence. Team appointments and assignments may change annually based upon the district's needs.

During a crisis, school will be conducted in as normal and routine a manner as possible. To help provide students and staff with the services to cope with an emergency, the CRT may call upon patrons and school and community professionals who are skilled in providing counseling.

A careful balance must be maintained between the right of the public to information and the rights of the student and staff to privacy and normalcy. The general coordinator will be responsible for dealing with the media and providing information to the public.

Responsibilities of General Coordinator:

1. Pre-Crisis:
    a. Appoint team members;
    b. Call meetings;
    c. Serve as chair of CRT; and
    d. Inform staff and community of functions of CRT.

2. When Crisis Occurs:
    a. Compile checklist of activities that must be addressed prior to meeting with CRT;
    b. Decide whether to convene or postpone school with necessary transportation and scheduling adjustments; and
    c. Communicate with president of the board. President of the board will communicate with remainder of board.
    d. Conduct secretarial and custodial meetings to tell them what information to give out and to direct all visitors to the crisis headquarters.
    e. Communicate as needed with police, civil defense, fire and emergency personnel;
    f. See that students and staff are appropriately notified after CRT meeting;
    g. Approve press releases and schedule news conferences;
    h. Serve as approval authority on plans presented by other coordinators; and
    i. Handle unexpected details as they arise.

3. Post Crisis:
    a. Critique the response strategy of the CRT after the crisis with the CRT; and
    b. Report on the incident at the next regular (or emergency) board meeting.

Responsibilities of Staff/Operations Coordinator:

1. Pre-Crisis:
    a. Attend meetings;
    b. Assist in informing staff and community of functions of CRT;
    c. Arrange for special training as needed.

2. When Crisis Occurs:
    a. Meet with general coordinator;
    b. Meet with CRT as needed;
    c. Provide staff with necessary information.
    d. Provide support services for staff: refer the staff to counseling services coordinator as needed, arrange for substitutes to be in the building, arrange for class coverage as needed, and keep staff updated.
    e. Support services for family: express condolences and offer support, check on financial matters for the family as needed (social security, insurance, retirement).

f. Check on funeral arrangements if needed, notify staff and students, and arrange substitutes as needed.
g. Support services for students: refer those needing support to counseling services coordinator and assist in calling community personnel as needed.
h. Keep records of occurrences as they happen.

3. Post Crisis:
   a. Critique the response strategies and turn in recommendation to the general coordinator; and
   b. Meet with the CRT.

Responsibilities of Counseling Services Coordinator:

1. Pre-Crisis:
   a. Compile a list of support staff from the community and other area support services, with names and phone numbers; and
   b. In-service CRT members and selected building personnel regarding specific counseling interventions for crises, especially the student members of CRT.

2. When Crisis Occurs:
   a. Meet with the general coordinator;
   b. Meet with the CRT as needed;
   c. Evaluate counseling needs for the day; involve support staff from the community and other agencies as needed;
   d. Arrange for small group and individual counseling sessions for students, staff, and parents as needed;
   e. Contact area mental health agencies if necessary for referral or additional assistance;
   f. Arrange to visit classes as needed to make announcements, give details, answer questions, etc.;
   g. Oversee the use of student records;
   h. Maintain counseling records for follow-up;
   i. Liaison with parents if necessary; and
   j. Liaison with student representatives to CRT.

3. Post Crisis:
   a. Critique the response strategies used, update the crisis plan, and update counseling records and turn in recommendations to the general coordinator; and
   b. Be observant for support needed by CRT members and other involved staff.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4037
Reduction In Force

The board of education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.

2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.

    a. Programs to be offered
    b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher's Nebraska Teaching Certificate.

c. State and federal laws or regulations that may mandate certain employment practices;
d. Involvement in the programs and activities sponsored by the school district.
e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district.
f. The organizational and educational effect caused by multiple part-time certificated employees; and
g. Any other reasons that are rationally related to the instruction in or administration of the school district.

4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.

   a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.
   b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.
   c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
   d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. **Rights of Recall.**
   a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.

b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.

c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.

d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

6. **Current Teaching Certificate.**

a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.

b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

7. **Address Records.**

a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.

b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4038
Classified Staff Defined

The term “classified staff” means all employees other than certificated teachers and administrators. Classified staff employees are employed at will, and their employment may be amended or terminated at any time and without any cause.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4039
Employment of Classified Staff

The superintendent or designee shall hire classified staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations. He or she shall discipline and discharge classified staff as appropriate and in a manner consistent with board policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4040
Employment Terms for Classified Staff

Each position listed below shall be hired by the superintendent on the terms stated.

Head and Assistant Custodian

Employed on a 12-month basis
Provided appropriate level of full coverage insurance
Allowed two weeks paid vacation after 1 full school term of employment; 3 weeks after 3 years.
Allowed 15 days of sick leave per year, cumulative to 40 days
Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, the Fourth of July and Memorial Day

Superintendent's Secretary

Employed on a 12-month basis
Provided appropriate level of full coverage insurance
Allowed two weeks paid vacation after 1 full school term of employment; 3 weeks after 3 years.
Allowed 15 days of sick leave per year, cumulative to 40 days
Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, the Fourth of July and Memorial Day

Principal's Secretary

Employed on an hourly basis only as needed
Allowed 5 days of paid sick leave, cumulative to 15 days
No paid holidays are granted for this position
Allowed 2 personal days per year

Cooks

Employed during the school term only
Allowed 5 days of paid sick leave, cumulative ot 15 days
No paid holidays are granted for this position
Allowed 2 personal days per year
Paid from the Hot Lunch Fund

Physical Exam

Any non-certified school employees who are required to do so by law must have a yearly physical examination.
Required physical exams will be paid for by the district and a written notice given to the superintendent previous to September 1 of the ensuing year.
The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent.
If the employee wishes to go to a doctor other than the one specified by the board, the expenses will not be borne by the district.

Summer Workshops for Food Handlers

Those employed to handle and prepare food for the Hot Lunch Program are asked to attend the school provided by the State Department of Food Services.

All costs of the school and registration fees will be paid by the board of education. Transportation will be provided.

Non-Certified Substitute Pay

A substitute for a non-certified staff member will be paid on an hourly rate set each year at the regular April school board meeting.

Paraeducators

Employed on an hourly basis only as needed

Allowed 5 days of paid sick leave, cumulative to 15 days

No paid holidays are granted for this position.

Allowed 2 personal days per year

Other Provisions Applicable to All Classified Staff

Rate of Pay

All classified staff shall be paid an hourly rate.

Classified employees who work more than 40 hours in a workweek shall receive 1½ times their regular hourly rate for each hour over 40 worked.

Adopted on: _____

Revised on: _____

Reviewed on: _____