

# POLICY REFERENCE MANUAL

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## ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. While the teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units.

Board policies in this series relating to general employees shall apply to employees regardless of their position as a certificated employee, support staff, substitute or administrator. Board policies relating to certificated employees shall apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy. Support staff policies included in this series shall apply to positions that do not fall within the definition of certificated employee.

## EQUAL EMPLOYMENT OPPORTUNITY

The Bruning-Davenport USD School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district shall take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees shall be given notice of this policy annually.

The board shall appoint an affirmative action coordinator. The affirmative action coordinator shall have the responsibility for drafting the affirmative action plan. The affirmative action plan shall be reviewed by the board at least every two years.

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

Advertisements and notices for vacancies within the district shall contain the following statement: "The Bruning-Davenport USD School District is an equal employment opportunity/affirmative action employer." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, shall be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Bruning-Davenport USD School District, Davenport, Nebraska 68335 ; or by telephoning 402-364-2225 .

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Boulevard 8th Floor, Kansas City, MO 64153-1367, (816) 880-4200 or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall

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South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112.

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

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

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

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

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EMPLOYEE ORIENTATION

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

Legal Reference: Nebraska Statute 79-802

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

## EMPLOYEE CONFLICT OF INTEREST

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

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

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

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

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

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3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

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

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

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

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

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## EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints shall be brought directly to the immediate supervisor, principal or superintendent and shall be made in a constructive and professional manner. Complaints shall never be made in the presence of other employees, students or outside persons.

A formal grievance procedure is contained in the negotiated contract between the employee's certified bargaining unit and the board. This policy shall not apply to a complaint that has been or could be filed at the employee's discretion under that formal grievance procedure.

Cross Reference: 301.04 Communication Channels

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TRANSPORTING OF STUDENTS BY EMPLOYEES

Generally, transportation of students shall be in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Cross Reference:     402.07 Employee Travel Compensation  
                          801     Transportation

## EMPLOYEE TRAVEL COMPENSATION

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

### **Travel Outside the School District**

Travel outside of the school district must be pre-approved. Pre-approval shall include an evaluation of the necessity of the travel, the reason for the travel and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, shall be approved by the superintendent.

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances shall be maintained as part of the school district's record of the claim.

Failure to have a detailed receipt shall make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip shall be reimbursed by the employee to the school district no later than 10 working days following the date of the expense.

Reimbursement for actual and necessary expenses for travel outside the school district will be limited to the pre-approved expenses. Pre-approved expenses for registration shall be limited to the actual cost of the registration.

Pre-approved expenses for transportation within 500 miles of the school district administrative office shall be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the current ESU #5 rate. Pre-approved expense for lodging within the state is limited to \$90 per night. Pre-approved expense for lodging outside the state is limited to the rate of a medium priced hotel in the area. Lodging may be pre-approved for a larger amount if special circumstances require the employee to stay at a particular hotel. Pre-approved expenses for meals within the state are limited to \$8 for breakfast, \$8 for lunch and \$12 for dinner. Meals may be pre-approved for a larger amount by the board.

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**Travel Within the School District**

Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at the current ESU #5 rates. It shall be the responsibility of the superintendent to approve travel within the school district by employees. It shall be the responsibility of the board to review the travel within the school district by the superintendent through the board's audit and approval process.

Employees who are allowed an in-school district travel allowance shall have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

The superintendent shall be responsible for developing administrative regulations regarding actual and necessary expenses, in-school district travel allowances and assignment of school district vehicles. The administrative regulations shall include the appropriate forms to be filed for reimbursement to the employee from the school district and the procedures for obtaining approval for travel outside of and within the school district.

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

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

RECOGNITION FOR SERVICE OF EMPLOYEES

The board recognizes and appreciates the service of its employees. Employees who retire or resign may be honored by the board, administration and staff in an appropriate manner.

If the form of honor thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to fifty (50) dollars per individual per occasion.

Legal Reference: Neb. Statute 13-2203

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

EMPLOYEE POLITICAL ACTIVITY

Employees shall not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation of this policy may be grounds for disciplinary action.

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

## CREDIT CARDS

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

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

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

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

The superintendent shall be responsible for developing administrative regulations regarding actual and necessary expenses and use of a school district credit card. The administrative regulations shall include the appropriate forms to be filed for obtaining a credit card.

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

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EMPLOYEE INVOLVEMENT IN DECISION MAKING

The Board will encourage employees to contribute their ideas for the betterment of the district. The staff will be asked to help in developing policies and regulations, in establishing goals and objectives, and in planning curriculum, services, budget and facilities.

In devising rules and procedures for the operation of the schools, administrators will seek the suggestions of those employees who will be affected by such provisions. The professional staff will be given opportunities to contribute to curriculum development and to recommend policies and regulations pertaining to students and instruction.

The superintendent will develop channels for the communication of ideas among staff, administrators and Board members and will inform the Board of staff opinion when presenting recommendations for Board actions.

Cross Reference: 402.13 Communications with Employees

COMMUNICATIONS WITH EMPLOYEES

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

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

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate as appropriate to keep staff fully informed of the Board's concerns and actions.

Cross Reference: 301.04 Communication Channels

## EMPLOYEE USE OF DISTRICT TECHNOLOGY

The Board of Education believes that the availability of computers and computer technology will enhance the learning opportunities of our students and allow the district to deliver educational services more efficiently. Employees are expected to conduct themselves within the guidelines of district computer use policy as stated in Policy 606.06, Acceptable Use of Computers, Technology and the Internet.

Cross Reference:           504.03 Student Conduct  
                                  505    Student Discipline  
                                  606.06 Acceptable Use of Computers, Technology and the  
  Internet

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RELEASE OF CREDIT INFORMATION

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

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

Cross Reference: 402.06 Employee Records

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CHILD ABUSE REPORTING

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

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

Legal Reference: Neb. Statute 28-711

Cross Reference: 402.03 Abuse of Students by School District Employees  
502.09 Interviews of Students by Outside Agencies  
507 Student Health and Well Being

## CHILD ABUSE REPORTING REGULATION

Any school employee shall make an oral report by telephone to the National Child Abuse Hotline and local authorities when that employee has reasonable cause to believe that a child has been subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which reasonably would result in abuse or neglect.

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

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

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

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

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

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

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

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

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ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

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

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

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action. The names of the investigators shall be listed in the student handbook, published annually in the local newspaper and posted in all school facilities.

The superintendent is responsible for drafting administrative regulations to implement this policy and for organizing employee training relating to this policy. Procedures shall be reviewed annually for adequacy and accuracy.

Legal Reference:                   Neb. Statute 79-295

Cross Reference:                402.02 Child Abuse Reporting  
  403.05 Harassment  
  503.05 Corporal Punishment

ABUSE COMPLAINT FORM

Name of complainant:

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Position of complainant:

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Date of complaint:

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Name of alleged abuser:

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Date and place of incident or incidents:

---

Description of misconduct:

---

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---

Name of witnesses (if any):

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

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Any other information:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

WITNESS DISCLOSURE FORM

Name of witness:

---

Position of witness:

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Date of testimony, interview:

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Description of instance witnessed:

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Any other information:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

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

### **Definition of Physical Abuse**

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

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

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

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## **Definition of Sexual Abuse**

Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate, intentional sexual behavior or physical manifestations of sexual harassment by the employee toward a student. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

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

## **Complaint Procedure**

An individual who believes he/she has been abused shall notify the principal, the designated investigator. The alternate investigator is a local law enforcement official. The investigator may request that the individual complete the Abuse Complaint form. Information received during the investigation shall be kept confidential to the extent possible.

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

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

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

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

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report or notice of the allegation of sexual abuse. The investigator may record the interview electronically.

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

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

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

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

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

1. The name, age, address and attendance center of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the employee named in the report as allegedly responsible for the abuse of the student.

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4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student.
7. A statement that, in the investigator's opinion, the allegations in the report are either:
  - Unfounded. (It is not likely that an incident, as defined in district rules, took place), or
  - Founded. (It is likely that an incident took place.)
8. The applicability of exceptions to the investigated incident, or reason for the contact or force used.
9. A statement that, in the investigator's opinion, any physical contact that occurred was:
  - Appropriate. (Actions invoking a disciplinary process as defined in district rules), or
  - Inappropriate. (Actions not requiring any disciplinary process).
10. The disposition or current status of the investigation and recommendations regarding the need for further investigation.
11. A listing of the options available to the parents or guardian of the student to pursue the allegations. These options include, but are not limited to:
  - Contacting law enforcement officials.
  - Contacting private counsel for the purpose of filing a civil suit or complaint.
  - Filing a complaint with the Nebraska Professional Practices Commission if the employee is a certificated employee.

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

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

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## GIFTS TO EMPLOYEES

Employees may receive a gift on behalf of the school district. Employees shall not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below.

A "restricted donor" is defined as a person or other entity which:

- a) Is seeking to be, or is a party to, any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
- b) Will be directly and substantially affected financially by the performance or nonperformance of the employee's official duty in a way that is greater than the effect on the public generally or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
- c) Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.

A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. However, "gift" does not include any of the following:

1. Contributions to a candidate or a candidate's committee;
2. Information material relevant to an employee's official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
3. Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
4. An inheritance;
5. Anything available or distributed to the general public free of charge without regard to the official status of the employee;
6. Items received from a charitable, professional, educational or business organization to which the employee belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member's status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
7. Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
8. Plaques or items of negligible resale value given as recognition for public service;

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11. Nonmonetary items with a value of less than twenty (20) dollars that are received from any one donor during one calendar day;
12. Items or services solicited or given to a state, national or regional organization in which the state of Nebraska or a school district is a member for purposes of a business or educational conference, seminar or other meeting or solicited by or given for the same purposes to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees for purposes of a business or educational conference, seminar or other meeting;
13. Items or services received by members or representatives of members as part of a regularly scheduled event that is part of a business or educational conference, seminar or other meeting that is sponsored and directed by any state, national or regional government organization in which the state of Nebraska or a political subdivision of the state of Nebraska is a member or received at such an event by members or representatives of members of state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees;
14. Funeral flowers or memorials to a church or nonprofit organization;
15. Gifts which are given to an employee for the employee's wedding or twenty-fifth or fiftieth wedding anniversary;
16. Payment of salary or expenses by the school district for the cost of attending a meeting of a subunit of an agency when the employee whose expenses are being paid serves on a board, commission, committee, council or other subunit of the agency and the employee is not entitled to receive compensation or reimbursement of expenses from the school district for attending the meeting; or
17. Gifts other than food, beverages, travel and lodging received by an employee which are received from a person who is a citizen of a country other than the United States and is given during a ceremonial presentation or as a result of a custom of the other country and is of personal value only to the employee.
18. Actual registration costs for informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions. The costs of food, drink, lodging and travel are not "registration costs" under this paragraph. Meetings or sessions which a public official or public employee attends for personal or professional certification purposes are not "informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions" under this paragraph.

An "honorarium" is anything of value that is accepted by, or on behalf of, an employee as consideration for an appearance, speech or article. An honorarium does not include any of the following:

- Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking
- Engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or a Nebraska state agency; or
- A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person's status as an employee of the district, but, rather, because of some special expertise or other qualification.

It shall be the responsibility of each employee to know when it is appropriate to accept or reject gifts or an honorarium.

Cross References: 402.03 Employee Conflict of Interest  
705.04 Gifts, Grants and Bequests

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## PUBLIC COMPLAINTS ABOUT EMPLOYEES

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

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

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the board. The board will not hear charges against employees in open session unless an employee requests an open session.

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

- a. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
- b. Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and the superintendent for support staff.
- c. Unsettled matters regarding certificated employees from (b) above or problems and questions concerning the school district should be directed to the superintendent.
- d. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board. To bring a concern regarding an employee, the individual may notify the board president for inclusion on the board agenda of a regularly scheduled board meeting in accordance with board policy 204.10.

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It is within the discretion of the board to address complaints from the members of the school district community, and the board will only do so if they are in writing, signed, and the complainant has complied with this policy.

Cross Reference:     204.10 Agenda  
                          204.12 Public Participation at Board Meetings

EMPLOYEE OUTSIDE EMPLOYMENT

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

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

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

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

## EMPLOYEE PHYSICAL EXAMINATIONS

Good health is important to job performance. The superintendent shall submit to a physical examination prior to employment and bus drivers shall submit to a physical examination every year prior to the commencement of the new school term. All offers of employment may be made contingent on medical examination results.

Employees whose physical or mental health, in the judgment of the administration, may be in doubt shall submit to additional examinations, when requested to do so, at the expense of the school district.

The cost of the superintendent's initial examination will be paid by the employee; however, the physical examinations required of all district bus drivers will be paid by the district. The school district shall provide the standard examination form to be completed by the personal physician of the employee.

The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:

- a. The exclusionary criteria are job related and consistent with business necessity;
- b. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;
- c. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;
- d. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.

Employees identified as having reasonably anticipated contact with blood or infectious materials shall receive the Hepatitis B vaccine or sign a written waiver stating that they will not take the vaccine.

It shall be the responsibility of the superintendent to write an exposure control plan to eliminate or minimize district occupational exposure to bloodborne pathogens. The plan for designated employees shall include, but not be limited to, scope and application,

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definitions, exposure control, methods of compliance, Hepatitis B vaccination and post-exposure evaluation and follow-up, communication of hazards to employees, and record keeping.

Information the district receives regarding medical examinations and drug testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained for a minimum of one year and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

Legal Reference: 29 C.F.R. Pt. 1630

Cross Reference: 404 Employees' Health and Well-Being

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EMPLOYEE INJURY ON THE JOB

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

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

It shall be the responsibility of the employee injured on the job to inform the superintendent within twenty-four hours of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within twenty-four hours after the employee reported the injury.

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

Cross Reference:     404    Employees' Health and Well-Being  
                          410.02 Certificated Employee Personal Illness Leave  
                          415.02 Support Staff Personal Illness Leave

EMPLOYEES' PERSONAL SECURITY AND SAFETY

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

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

These procedures shall include a reporting process for filing written complaints in instances of assault, disorderly conduct, knowingly false allegation of child abuse or alleged criminal offense by a student directed towards a teacher or school employee.

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

Cross Reference:                    905    Safety Program

COMMUNICABLE DISEASES - EMPLOYEES

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

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

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

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

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

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

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

Cross Reference: 402.06 Employee Records  
404.01 Employee Physical Examinations  
508.03 Communicable or Infectious Diseases - Students

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HAZARDOUS CHEMICAL DISCLOSURE

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

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

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

It shall be the responsibility of the superintendent to develop administrative regulations regarding this program.

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

Cross Reference: 404 Employees' Health and Well-Being  
905 Safety Program

## HARASSMENT BY EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

It shall also be the responsibility of the superintendent, in conjunction with the principal, to develop administrative rules regarding this policy. The superintendent or

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

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

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

HARASSMENT COMPLAINT FORM

Name of complainant:

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Position of complainant:

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Date of complaint:

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Name of alleged harasser:

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Date and place of incident or incidents:

---

Description of misconduct:

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Name of witnesses (if any):

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

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Any other information:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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WITNESS DISCLOSURE FORM

Name of witness:

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Position of witness:

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Date of testimony, interview:

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Description of instance witnessed:

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Any other information:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## HARASSMENT INVESTIGATING AND REPORTING

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

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

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

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

### **Complaint Procedure**

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

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

### **Investigation Procedure**

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

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

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### **Resolution of the Complaint**

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

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

### **Points to Remember in the Investigation**

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

### **Conflicts**

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

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

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## SUBSTANCE-FREE WORKPLACE

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

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

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

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

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

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

Cross Reference: 405 Employee Conduct and Appearance

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## DRUG AND ALCOHOL TESTING PROGRAM

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations. Employees with questions about the drug and alcohol testing program may contact the school district contact person, superintendent at 106 North Juniper, Davenport, NE 68335.

Employees who violate the terms of this policy may be subject to discipline up to and including termination. Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program if recommended by the substance abuse professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program may be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy in compliance with the law. The superintendent shall inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent shall also be responsible for publication and dissemination of this policy and its supporting administrative regulations and forms to employees operating school vehicles. The superintendent shall also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

Information about resources for a substance-free awareness program and related services may be obtained from the Department of Education at (402) 471-1925 or Department of Health and Human Services, Alcoholism, Drug Abuse, and Addiction Services at (402) 471-2306.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

Legal Reference: 49 U.S.C. §§ 5331 et seq. (1994).  
42 U.S.C. §§ 12101 (1994).  
41 U.S.C. §§ 701-707 (1996).  
49 C.F.R. Pt. 40; 382; 391.81-123 (1994).  
34 C.F.R. Pt. 85 (1996).

Cross Reference: 404.07 Substance-Free Workplace  
410.02 Certificated Employee Personal Illness Leave  
415.02 Support Staff Personal Illness Leave

INJURED EMPLOYEE ALTERNATIVE DUTY REVIEW

Employees returning to work from an injury may in some instances be placed on temporary light duty assignment by the building principal based on a doctor's recommendation. All employees are hired to perform essential functions for the district and it is necessary to the continued operation of the district that they carry out the duties they were hired to perform. This alternative duty assignment is intended to reduce lost time days and shall not continue indefinitely.

The building shall monitor the health improvement of the employee and conduct a review of the light duty assignment every sixty (60) days. Light duty assignment is limited to all employees to a maximum of 180 days.

- Cross Reference:
- 404 Employees' Health and Well-Being
  - 407.05 Certificated Employee Workers' Compensation
  - 410.02 Certificated Employee Personal Illness Leave
  - 413.04 Support Staff Workers' Compensation
  - 415.02 Support Staff Personal Illness Leave

EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

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

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics  
402.02 Employee Orientation  
404.06 Harassment  
404.07 Substance-Free Workplace  
408 Certificated Employee Termination of Employment  
414 Support Staff Termination of Employment



CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a certificated position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," shall have an opportunity to apply and qualify for certificated positions in the school district without regard to age, race, creed, color, sex, national origin, religion or disability. Job applicants for licensed positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state certificate or license if required for the position.

Announcement of the position shall be in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications shall be returned to the school district administrative office. Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The board shall employ certificated employees after receiving a recommendation from the superintendent. However, the superintendent shall have the authority to employ a certificated employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees shall be followed.

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

Cross Reference: 402.02 Equal Employment Opportunity  
406 Certificated Employees - General  
411.01 Substitute Teachers  
412.02 Support Staff Qualifications, Recruitment, Selection

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE INDIVIDUAL CONTRACTS

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

It shall be the responsibility of the superintendent to complete the contracts for certificated employees and present them to the board for approval. The contracts, after being signed by at least one board member and the employee, shall be returned to the superintendent. The contract shall be kept on file in the administration offices.

Legal Reference: Neb. Statute 79-817 to 822

Cross Reference: 406.02 Certificated Employee Qualifications, Recruitment,  
and Selection  
406.04 Certificated Employee Continuing Contracts  
408 Certificated Employee Termination of Employment

CERTIFICATED EMPLOYEE CONTINUING CONTRACTS

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

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

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

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

Legal Reference: Neb. Statute 79-824 to 842

Cross Reference: 406.03 Certificated Employee Individual Contracts  
406.09 Certificated Employee Probationary Status  
408 Certificated Employee Termination of Employment

CERTIFICATED EMPLOYEE WORK DAY

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

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

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

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

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

Cross Reference: 201.01 Board Powers and Responsibilities

CERTIFICATED EMPLOYEE ASSIGNMENT

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

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

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

Legal Reference:      Neb. Statute 79-839

Cross Reference:      201.01 Board Powers and Responsibilities

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE TRANSFERS

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

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

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

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

Legal Reference: Neb. Statute 79-839

Cross Reference: 406.02 Certificated Employee Qualifications, Recruitment,  
and Selection  
406.06 Certificated Employee Assignment

## CERTIFICATED EMPLOYEE EVALUATION

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

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

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

It shall be the responsibility of the building principal to ensure certificated employees are evaluated at least biennially. The evaluation shall be based on at least two classroom observations of one period each that may or may not be the same time and/or class. The building principal reserves the right to evaluate a certificated employee during any school year.

New and probationary certificated employees shall be evaluated at least once each semester. This evaluation procedure shall be based on at least two classroom observations of one period each that may or may not be the same time and/or class.

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

Legal Reference: Neb. Statute 79-828

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

NDE Rule 34

Cross Reference: 406.02 Certificated Employee Qualifications, Recruitment,  
and Selection  
406.09 Certificated Employee Probationary Status  
408.05 Certificated Employee Reduction-In-Force

## CERTIFICATED EMPLOYEE PROBATIONARY STATUS

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

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

Certificated employees may also serve a probationary period based upon their performance. Such probationary period shall be determined on a case-by-case basis in light of the circumstances surrounding the employee's performance as documented in the employee's evaluations and personnel file. Prior to such a determination the employee will be allowed due process as provided by state statutes and the Negotiated Contract.

Legal Reference:      Neb. Statute 79-828

Cross Reference:     406.04 Certificated Employee Continuing Contracts  
                             406.08 Certificated Employee Evaluation

CERTIFICATED EMPLOYEE SALARY SCHEDULE

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

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

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

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

CERTIFICATED EMPLOYEE SALARY SCHEDULE ADVANCEMENT

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

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

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

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

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE CONTINUED EDUCATION CREDIT

Continued education on the part of certificated employees may entitle them to advancement on the salary schedule or endorsement in additional subjects. Certificated employees who have completed additional hours will be considered for advancement on the salary schedule. The board shall determine which certificated employees will advance on the salary schedule for continued education keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and any other items deemed relevant by the board.

Certificated employees who wish to obtain additional education for advancement on the salary schedule or other job-related purposes must notify their supervisor by June 1 of the school year preceding the actual year when advancement or addition of endorsements occurs. Additional education for salary advancement must be in the same area as the education that was required of the employee to hold the employee's current position with the school district. For purposes of illustration only, a math teacher would advance on the salary schedule only if the additional education was in math courses. The superintendent has the discretion to approve credit outside the employee's area of endorsement or responsibility.

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

The requirements stated in the Negotiated Contract between certificated employees in a certified collective bargaining unit and the board regarding continued education credit of such employees shall be followed.

Cross Reference:     406     Certificated Employees - General  
                          407     Certificated Employee Compensation and Benefits  
                          408.05 Certificated Employee Reduction-In-Force

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## CERTIFICATED EMPLOYEE COMPENSATION FOR EXTRA DUTY

A certificated employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the certificated employee. The board shall establish a salary schedule for extra duty certificated employee positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations as determined by the board.

Vacant extra duty positions, for which extra compensation will be earned, will be posted or announced to allow qualified certificated employees to volunteer for the extra duty. If no certificated employee volunteers for extra duty, the superintendent shall assign the extra duty positions to qualified certificated employees. The certificated employee shall receive compensation for the extra duty required to be performed.

It shall be the responsibility of the superintendent to make a recommendation to the board annually as to which certificated employees shall have the extra duty, and the salary schedule for extra duty, for the board's review.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the compensation for extra duties of such employees shall be followed.

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

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE WORKERS' COMPENSATION

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

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

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

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

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

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for certificated employees' tax sheltered annuity premiums purchased from any company the employee chooses or through a Nebraska-licensed salesperson selected by the employee.

Certificated employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

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

Cross Reference:     707     Payroll Procedures

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEES - RESIGNATION

Any certificated employee who wishes to be released from contract should consider the difficulty of securing an adequate replacement for the district and disruption to the educational program. A late resignation greatly increases this difficulty and disruption.

A certificated employee who wishes to be released from his/her contract shall immediately deliver a written and signed notice of resignation to the office of the Superintendent. The Superintendent, upon reviewing the request and its impact on the district, shall forward the request to the School Board with an appropriate recommendation.

The School Board shall make the final determination regarding the request but shall have no obligation to approve the employee's early release from contract.

The Board may request the employee to continue as a member of the staff and to fulfill the terms of his/her contract. The early release, if allowed, will become effective at the end of the school year in which it is submitted. If the employee has requested the release to become effective at an earlier date than the end of the school year, the Board may consider it on an individual basis.

An employee's refusal to fulfill his/her contract shall be cause for the district to request a revocation of certification by the Nebraska Department of Education.

Legal Reference: Nebraska Statutes 79-817 to 79-845  
NDE Rule 27, part 007

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## CERTIFICATED EMPLOYEE CONTRACT RELEASE

A request for release from a contract shall be contingent upon finding a suitable replacement with the following exception: A request for release from contract submitted before May 1 of the current school year requesting release for the upcoming school year shall be accepted by the Board without any conditions.

The Superintendent or his designee shall have the sole responsibility for determining the criteria used to define a suitable replacement for each position.

The Board of Education shall act upon a request from a certificated employee to be released from his/her contract in the current year if the following conditions are met:

1. The employee provides the Board of Education with sixty (60) calendar days notice prior to the effective requested date of resignation.
2. The effective date of the resignation shall coincide with the end of a grading period.

If in the opinion of the certificated employee unusual circumstances exist, the certificated employee may appeal to the Board to waive any of the above stated requirements.

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

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

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

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

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## CERTIFICATED EMPLOYEE RETIREMENT

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

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

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

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

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

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

Cross Reference:      402.09 Recognition for Service of Employees  
                                 408.06 Certificated Employee Early Retirement

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE SUSPENSION

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

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

Cross Reference:     405    Employee Conduct and Appearance  
                          408    Certificated Employee Termination of Employment

## CERTIFICATED EMPLOYEE REDUCTION-IN-FORCE

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

Prior to the reduction-in-force the board shall present evidence that such changes in circumstances have occurred. If a reduction of certificated staff is necessary, the superintendent or designee shall recommend to the school board those certificated employees to be reduced in employment under the provisions of this policy. No permanent employee may be selected for a reduction-in-force while a probationary employee is retained to perform a service that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

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

The selection of personnel to be terminated shall be made with consideration given to the following:

- Programs to be offered;
- Areas of certification and endorsement;
- State and federal regulations which may mandate certain employment practices;
- Special qualifications that may require specific training and/or experience;
- Contributions to activity programs;
- Qualifications based on past performance and competence as determined by the principal and/or superintendent through employee evaluation procedures;
- The organizational and educational impact created by multiple part time certificated employees; and
- Any other reasons which can be rationally related to the instruction in or administration of the school system.

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

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_



## CERTIFICATED EMPLOYEE SEPARATION INCENTIVE PROGRAM

### A. PURPOSE

The Separation Incentive Program (Program) is a policy of the Bruning-Davenport Unified School District Board of Education (School District and Board respectively) that is intended to benefit certificated employees who are considering terminating their employment with the School District. The Program's objectives include, but are not limited to, offering financial incentives to assist long-term employees who are considering separation from employment and providing a balance of employee experience.

### B. QUALIFICATIONS

**1. Certificated Employee.** To participate in the Program, a person must be a teacher or administrator other than the Superintendent of Schools, who has been issued a teaching or administrative certificate by the Nebraska Department of Education, and employed by the School District in a capacity that requires such certification.

**2. Minimum Years of Service.** To be eligible for the Program, a certificated employee must have completed 15 years of credited service in the employment of the School District which shall include service in the Bruning Public School District and the Davenport Public School District before the creation of the Unified School District. Credited service shall be defined as employment as a certificated employee in a capacity requiring certification. Board-approved leave for military service, a sabbatical, a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service for the purpose of meeting the 15-year requirement, part-time employment of half-time or more will be considered equal to full-time employment.

### C. ENROLLMENT REQUIREMENTS

**1. Age of Applicant.** An applicant must have reached the age of 55 on or before May 31<sup>st</sup> of his or her last intended school year of employment.

**2. Resignation.** In consideration for the benefits outlined in Section D below, an applicant will resign his or her employment with the School District effective at the close of the school year; provided, the applicant's resignation will be contingent on the Board's approval of the application.

**3. Application.** An applicant must submit a signed Application and Agreement form to the Board on or before December 1<sup>st</sup> of the applicant's last intended school year of employment. The superintendent shall review the applicant's record to determine whether he or she is eligible for the Program. The Board reserves the right to waive the application date, but is under no obligation to do so, and Board action to waive the application date in one instance will not bind the Board in any way regarding other

applications. The Board will notify the applicant on or before **March 1** of its action on his or her application.

**4. Employee's Ineligibility.** An applicant who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the Board, the Board determines that said employee's employment should not be canceled or terminated.

**D. BENEFITS**

**1. Calculation of Benefits:**

The benefit to be paid to an applicant who has been approved for participation in the Program shall be the teacher's salary in the last year of employment as defined below multiplied by the number of years of credited service multiplied by 2.5 percent. The salary used for this computation shall be the amount generated by the employee's actual placement on the salary schedule, but shall not include any compensation other than salary schedule placement such as, but not limited to, extra-duty payments or extended contract payments. The total amount of the separation payment shall not exceed the amount of the base salary on step 1 of the BS column on the teacher salary schedule in the applicant's last year of employment. The applicant will also be paid \$25 for each day of unused sick leave as of the last day of employment.

**2. Payment of Benefits.** The School District shall pay the benefit to the employee in 2 equal payments which shall be made by May of the calendar year following the teacher's last year of employment.

**3. Limitation on Payment.** In its sole and unfettered discretion, the Board shall determine whether to budget and fund any Program payments in a particular year and shall determine the total amount, if any, that will be made available for such payments.

**4. Source of Funds.** The School District shall pay the entire cost of the plan.

**5. Administration.** The Board shall administer the Program through the administration of the School District.

**6. Beneficiary Designation.** The employee must designate a beneficiary for the application to be considered complete.

**7. Income Tax Consequences.** Payments pursuant to this Program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. The School District will withhold such sums as are required by law, and payments will be reported as taxable income.

**8. COBRA Rights.** A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law.

**E. ADMINISTRATION**

**1. Application and Waiver.** An employee who applies to participate in the Program and the School District (through its Board) shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Voluntary Separation Program is totally voluntary in nature and provides each employee at least 45 days to consider the ramifications of participation in

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the Program before making a decision. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participant's rights under the Age Discrimination in Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, allows the employee to revoke the Release or Waiver at any time within seven days after signing it, and advises the employee to consult with an attorney before signing the Application and Agreement.

An applicant who submits an application to participate in the Program may withdraw the application within seven days after submitting it, but not afterward without the written consent of the Board. Each application will be reviewed on an individual basis. The Board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications on the basis of the highest salary schedule placement. If two or more applicants have the same salary schedule placement, the determination shall be based on the seniority of the applicants with the most senior applicant(s) receiving approval in preference to less senior applicants. Seniority shall be defined as the number of full-time years of employment in the district as an employee. A break in service will not terminate an employee's seniority and length of service under this provision; however, in determining an employee's full-time equivalent employment, the employee shall not be credited with the period of time of any leave approved by the Board except sick leave and paid leave. If a tie results because two or more employees have equal seniority, the tie shall be broken in the following manner.

- (a) The Board will approve the application of the employee whose salary is higher, as determined by the employee's placement on the salary schedule index (excluding all unit pay).
- (b) If the salaries of those involved are exactly the same, the Board will approve the application of the employee who signed his or her contract earlier.
- (c) If the salaries and signing dates of those involved are exactly the same, the Board will approve the application of the employee which was submitted earlier.

An applicant's application to participate in the Program is not, in and of itself, a resignation of a contract with the School District. However, the Board's approval of an application will be considered the approval of the applicant's voluntary resignation and termination of the employee's continuing contract. If the Board does not approve an application, the employee's contract will continue in effect, and the employee will remain employed by the School District unless he or she otherwise resigns or the employee's contract is terminated or cancelled for cause.

Cross Reference: 408.03 Certificated Employee Retirement

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**Exhibit A**

Name \_\_\_\_\_

My age is \_\_\_\_\_ as of May 31, 20\_\_\_\_\_

My Current Salary is \_\_\_\_\_.

My total years experience in the district is \_\_\_\_\_.

Using the formula, I am requesting a retirement stipend of A. (\$\_\_\_\_\_)  
(Salary times years times .0175, but not to exceed \$24,000)

Plus my unused sick days (\_\_\_\_\_) times \$25.00, equals B. (\$\_\_\_\_\_)

**For a total Stipend of (A + B) \$\_\_\_\_\_**

My beneficiary is:

Name \_\_\_\_\_

Address  
\_\_\_\_\_

Social Security No. (beneficiary) \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

**Cancellation of Agreement:**

The teacher and district acknowledge that the teacher may cancel this application and agreement at any time on or before the expiration of eight (8) days after the execution of this application and agreement by the teacher.

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CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development.

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

Legal Reference: NDE Rule 10

Cross Reference: 409.02 Certificated Employee Training, Workshops or  
Conferences

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES

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

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

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

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

Cross Reference:      402.08 Employee Travel Compensation  
                                 402.11 Credit Cards

CERTIFICATED EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials created by certificated employees and the financial gain therefrom shall be the property of the school district if school materials and time were used in their creation or such materials were created in the scope of the certificated employee's employment. The certificated employee must seek prior written approval of the superintendent concerning such activities.

Cross Reference:      402.03 Employee Conflict of Interest  
                                 607.04 Student Production of Materials and Services

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

CERTIFICATED EMPLOYEE TUTORING

Every effort will be made by the certificated employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by certificated employees may be approved by the superintendent.

Certificated employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the board.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference:     NDE Rule 27  
                          Neb. Statute 49-14,101.01

CERTIFICATED PROFESSIONAL GROWTH

In addition to the established in-service training opportunities in 409.01, and pursuant to Public Law 79-12,113, each permanent certificated employee shall also give evidence of professional growth. Six semester college hours credit shall be accepted as evidence of professional growth, or alternatives to college hours will be substituted in the following manner:

Six (6) hours of credit may be earned by one (1) or more combinations of workshops, seminars, and committee work. These alternatives should have prior written approval by the administration.

For the alternative credits, eight (8) hours of time will equal one (1) college credit.

In order to qualify as professional growth for this policy, the time and expenses should be paid by the individual receiving the professional credit.

Each teacher is required to provide evidence of professional growth of the sixth year of tenured teaching. This evidence would be presented in September.

CERTIFICATED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

The board shall determine the amount of holidays and personal leave that will be allowed on an annual basis for licensed employees.

It shall be the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for certificated employees.

Certificated employees, who work during the school academic year, whether full-time or part-time, shall have time off in concert with the school calendar.

Full-time regular certificated employees who work 182 days a year will be allowed a maximum of two (2) days of personal leave to accomplish personal business that cannot be conducted outside the work day. It shall be within the discretion of the superintendent to grant personal leave. Application for personal leave must be made at least five (5) school days prior to the requested leave date.

Regular full-time certificated employees who work 182 days a year will be allowed four holidays per year. It shall be within the discretion of the board to set the holidays annually.

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

Cross Reference:      410.08 Certificated Employees Unpaid Leave  
                                 415.01 Support Staff Vacations - Holidays - Personal Leave  
                                 602.01 School Calendar

CERTIFICATED EMPLOYEE PERSONAL ILLNESS LEAVE

Certificated employees shall be granted ten days of sick leave in their first year of employment. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee shall report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of 50 days for certificated employees. At the end of the school year, certificated employees who have accrued more than 50 days of sick leave will be paid in accordance with the negotiated contract.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It shall be within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee shall comply with the board policy regarding family and medical leave.

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

Cross Reference:       404.02 Employee Injury on the Job  
                              410.03 Certificated Employee Family and Medical Leave  
                              410.09 Certificated Employee Unpaid Leave

CERTIFICATED EMPLOYEE FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as August to May. Requests for family and medical leave shall be made to the superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

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

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

Cross Reference: 410.02 Certificated Employee Personal Illness Leave  
410.08 Certificated Employee Unpaid Leave  
415.03 Support Staff Family and Medical Leave

CERTIFICATED EMPLOYEE BEREAVEMENT LEAVE

In the event of a death of a member of a certificated employee's immediate family, bereavement leave may be granted. Bereavement leave may be granted to a certificated employee for no more than five (5) days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent of the employee.

No more than one (1) day of bereavement leave per year will be granted for the death of a close friend or other relative not listed above.

It shall be within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

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

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence

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CERTIFICATED EMPLOYEE POLITICAL LEAVE

The superintendent may provide a leave of absence to certificated employees to run for elective public office. A political leave of absence shall only be granted as unpaid leave.

The certificated employee may only be granted one period of leave to run for the elective public office. The leave may not commence before thirty days of a contested primary, special, or general election nor continue beyond the day following the election.

The request for leave must be in writing to the superintendent at least thirty days prior to the starting date of the requested leave.

Legal Reference:      Neb. Statute 79-838

Cross Reference:      402.10 Employee Political Activity  
                                 410      Certificated Employee Vacations and Leaves of Absence

CERTIFICATED EMPLOYEE JURY DUTY LEAVE

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

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

Legal Reference: Neb. Statute 25-1640

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_



CERTIFICATED EMPLOYEE UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board. Unpaid leave for certificated employees must be authorized by the superintendent. Any unused Personal Leave days must be applied to such absences rather than including them as Unpaid Leave.

The superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, certificated employees shall make a written request for unpaid leave seven (7) days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the superintendent.

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

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence



SUMMER SCHOOL CERTIFICATED EMPLOYEES

It shall be within the discretion of the board to offer an education program during the summer recess. Certificated employees who volunteer or who are appointed to deliver the summer education program shall be compensated in addition to their regular duties during the school academic year, unless such arrangements are made prior to determining the employee's compensation for the year.

Should the board determine a summer education program is necessary, certificated employees shall be given the opportunity to volunteer for the positions available. If the board determines a course must be offered and no certificated employee volunteers for the position, the board will make the necessary arrangements to fill the position. The board will consider applications from volunteers of current certificated employees in conjunction with other applications.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the need for and the delivery of the summer education program.

Cross Reference: 604.02 Summer School Instruction

TRUANCY OFFICER

The board shall appoint a certificated employee from each school building to serve as the building's truancy officer.

The principal shall notify the truancy officer when a student is truant. The truancy officer shall investigate the cause of a student's truancy and attempt to ensure the student's attendance. The truancy officer may take the student into custody. A student taken into custody shall be placed in the custody of the principal. The truancy officer shall attempt to contact the student's parents when the student is taken into custody.

Legal Reference:                   Neb. Statute 79-208 and 209

Cross Reference:                 503.04 Truancy - Unexcused Absences

## EDUCATION AIDE

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

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

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

Cross Reference: 412.02 Support Staff Qualifications, Recruitment, Selection

SUPPORT STAFF DEFINED

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

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

Support staff required to hold a license for their position must present evidence of their current license to the superintendent prior to payment of wages each year.

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

Cross Reference:       406.01 Certificated Employee Defined  
                              412.02 Support Staff Qualifications, Recruitment, Selection  
                              413.03 Support Staff Group Insurance Benefits

SUPPORT STAFF QUALIFICATIONS, RECRUITMENT, AND SELECTION

Managing the qualifications, recruitment and selection of candidates for these positions shall be the responsibility of the superintendent or designee who shall confer with principals and other supervisory personnel in making a selection.

Persons interested in a support staff position shall have an opportunity to apply and qualify for support staff positions in the school district without regard to age, race, creed, color, sex, national origin, religion or disability. Job applicants for support staff positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state or other license or certificate, if required, for the position.

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

Announcement of the position shall be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from, and completed applications shall be returned to, the central administration office. A standard application form shall be developed for these positions to ensure the enforcement of non-discrimination employment procedures. A signed release shall be obtained from the prospective candidates authorizing reference and background checks.

Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who directly supervises and oversees the position. The interviewer shall work from a written list of interview questions, using the same set of questions for each applicant. Gaps in the applicant's employment record will be questioned and checked.

A minimum of three reference checks made by telephone and using a standard list of questions shall be used in the screening process. These checks shall be documented and filed with the employee's records.

Prior to hiring any person, the district shall conduct background checks with previous employers regarding the applicant's fitness for employment.

It may be required that applicants recommended for a position in the district shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions. (This requirement shall not apply to any student currently enrolled in the district applying for a job.) Applicants may be conditionally employed prior to receiving the fingerprint results.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_



SUPPORT STAFF CONTRACTS

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

Each contract shall include a thirty-day (30) cancellation clause. Either the employee or the board must give notice of the intent to cancel the contract at the end of thirty days. This notice will not be required when the employee is terminated during a probationary period or for cause.

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

It shall be the responsibility of the superintendent to draw up and process the support staff contracts and present them to the board for approval. The contracts, after being signed by the board president, shall be filed with the board secretary.

- Cross Reference:     412     Support Staff - General  
                          413.01 Support Staff Compensation  
                          413.02 Support Staff Wage and Overtime Compensation  
                          414     Support Staff Termination of Employment

SUPPORT STAFF LICENSING/CERTIFICATION

Support staff who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Nebraska Department of Education for the position.

Cross Reference: 412.02 Support Staff Qualifications, Recruitment, Selection

## SUPPORT STAFF ASSIGNMENT

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

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

Cross Reference:      200.01 Board Powers and Responsibilities  
                                 412.06 Support Staff Transfers

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

SUPPORT STAFF TRANSFERS

Determining the location where a support staff member's assignment will be performed is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent shall consider the qualifications of each support staff member and the needs of the school district.

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

It shall be the responsibility of the superintendent to transfer support staff and report such transfers to the board.

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

Cross Reference: 412.02 Support Staff Qualifications, Recruitment, Selection  
412.05 Support Staff Assignment

SUPPORT STAFF EVALUATION

Evaluation of support staff on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the formal evaluation of support staff shall be to maintain support staff who meet or exceed the board's standards of performance, to clarify each support staff member's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

It shall be the responsibility of the superintendent to ensure support staff are formally evaluated annually. New and probationary support staff shall be formally evaluated at least twice a year.

Cross Reference:      412.02 Support Staff Qualifications, Recruitment, Selection  
                                 412.08 Support Staff Probationary Status

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

SUPPORT STAFF PROBATIONARY STATUS

The first year of a newly employed support staff member's contract shall be a probationary period for evaluating the employee's suitability for continued job assignment or employment. "Day" shall be defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, shall be subject to this probationary period. Prior to the end of this probationary period, the superintendent shall make a decision regarding continued employment and job assignment based on his or her evaluation of the employee's job performance.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year prior to the one for which contracts are being issued.

Cross Reference:     412.03 Support Staff Contracts  
                          412.07 Support Staff Evaluation

SUPPORT STAFF COMPENSATION

The board shall determine the compensation to be paid for the support staff positions, keeping in mind the education and experience of the support staff member, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of support staff.

Cross Reference:      412.03 Support Staff Contracts  
                             413.02 Support Staff Wage and Overtime Compensation

SUPPORT STAFF WAGE AND OVERTIME COMPENSATION

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

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

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

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

Cross Reference: 412.03 Support Staff Contracts  
413.01 Support Staff Compensation

## SUPPORT STAFF WORKERS' COMPENSATION

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

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

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

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

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

File: 413.05

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for support staff tax sheltered annuity premiums purchased from any company the employee chooses or through a Nebraska-licensed salesperson selected by the employee.

Support staff wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

Cross Reference: 707.01 Payroll Procedures

File: 414.01

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF RESIGNATION

Support staff who wish to resign during the school year shall give the board notice of their intent to resign and to cancel their contract 14 days prior to their last working day.

Notice of the intent to resign and intended final date of employment shall be in writing to the superintendent.

Cross Reference:     412.03 Support Staff Contracts  
                          414    Support Staff Termination of Employment

File: 414.02

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF RETIREMENT

Support staff who will complete their current contract with the board may apply for retirement. No support staff members will be required to retire at any specific age.

Application for retirement will be considered made when the support staff member states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board if applicable, the employee's intent to retire.

Board action to approve a support staff member's application for retirement shall be final, and such action constitutes termination of the employee's contract effective the day of the employee's retirement.

Support staff members and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: 29 U.S.C. §§ 621 et seq. (1994).

Cross Reference: 402.09 Recognition for Service of Employees

File: 414.03

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF SUSPENSION

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

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

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

File: 414.04

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF DISMISSAL

The board believes classified employees should perform their jobs, respect board policy and obey the law. A support staff member may be dismissed upon thirty days notice or immediately for cause. Due process procedures shall be followed.

It shall be the responsibility of the superintendent to make a recommendation for dismissal to the board. A support staff member may be dismissed for any reason, including, but not limited to, incompetence, willful neglect of duty, reduction-in-force, willful violation of board policy or administrative regulations, or a violation of the law.

Cross Reference:     405    Employee Conduct and Appearance  
                          414.03 Support Staff Suspension  
                          414.05 Support Staff Reduction-In-Force

File: 414.05

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## SUPPORT STAFF REDUCTION-IN-FORCE

It is the exclusive power of the board to determine when a reduction in support staff is necessary. Employees who are terminated due to a reduction-in-force shall be given thirty days notice. Due process will be followed for terminations due to a reduction-in-force.

It shall be the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent will consider the relative qualifications, skills, ability and demonstrated performance through evaluation procedures in making the recommendations.

Cross Reference:      408.05 Certificated Employee Reduction-In-Force  
                             414.03 Support Staff Suspension  
                             414.04 Support Staff Dismissal  
                             702     Annual Budget

File: 415.01

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_



SUPPORT STAFF PERSONAL ILLNESS LEAVE

Support staff shall be granted ten days of sick leave in their first year of employment. Any additional sick leave days will be assigned following negotiations. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee shall report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year. Sick leave may be accumulated up to a maximum of 30 days for some classified employees.

Evidence may be required regarding the mental or physical health of the employee including, but not limited to, confirmation of the following: the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It shall be within the discretion of the board and the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee shall comply with board policy regarding family and medical leave.

If an employee is eligible to receive workers' compensation benefits, the employee shall contact the superintendent to implement these benefits.

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

Cross Reference: 404.02 Employee Injury on the Job  
415.03 Support Staff Family and Medical Leave  
415.08 Support Staff Unpaid Leave

SUPPORT STAFF FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as August to May. Requests for family and medical leave shall be made to the superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

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

Cross Reference: 410.03 Certificated Employee Family and Medical Leave  
415.02 Support Staff Personal Illness Leave  
415.08 Support Staff Unpaid Leave

SUPPORT STAFF BEREAVEMENT LEAVE

In the event of a death of a member of a support staff member's immediate family, bereavement leave may be granted. Bereavement leave granted may be for a maximum of five (5) days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent of the employee.

A maximum of one (1) day of bereavement leave per year will be granted for the death of a close friend or other relative not listed above.

It shall be within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

Cross Reference: 415.01 Support Staff Vacations, Holidays and Personal Leaves

SUPPORT STAFF POLITICAL LEAVE

The board will provide a leave of absence to support staff members to run for elective public office. The superintendent shall grant a support staff member a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The support staff member will be entitled to one period of leave to run for the elective public office, and the leave may commence any time within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the superintendent at least thirty days prior to the starting date of the requested leave.

Cross Reference:     402.10 Employee Political Activity  
                          415    Support Staff Vacations and Leaves of Absence

SUPPORT STAFF JURY DUTY LEAVE

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

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

Legal Reference: Neb. Statute 25-1640

Cross Reference: 415 Support Staff Vacations and Leaves of Absence

SUPPORT STAFF MILITARY SERVICE LEAVE

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

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

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

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law. Such person shall not be discharged without justifiable cause within one year after reinstatement.

Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166  
79-838

Cross Reference: 415 Support Staff Vacations and Leaves of Absence

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

SUPPORT STAFF UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for support staff must be authorized by the superintendent. Any unused Personal Leave days must be applied to such absences rather than including them as Unpaid Leave.

The superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent shall consider the effect of the employee's absence on the education program and school district operations, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible, to minimize the disruption of the education program and school district operations.

Whenever possible, classified employees shall make a written request for unpaid leave five (5) days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the superintendent.

Cross Reference: 415 Support Staff Vacations and Leaves of Absence

SUPPORT STAFF PROFESSIONAL PURPOSES LEAVE

Professional purposes leave may be granted to support staff for the purpose of attending meetings and conferences directly related to their assignments. Application for the leave must be presented to the superintendent 10 days prior to the meeting or conference.

It shall be within the discretion of the superintendent to grant professional purposes leave. The leave may be denied on the day before or after a vacation or holiday, on special days when services are needed, when it would cause undue interruption of the education program and school district operations, or for other reasons deemed relevant by the superintendent.

Cross Reference:     412     Support Staff - General  
                          409.01 Certificated Employee Professional Development