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4002
Drug Free Workplace

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

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

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

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

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

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

_____ _____

Signature Date

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4003
Drug Policy Regarding Drivers

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

Designated Contact. The school district has designated the superintendent as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

The superintendent may be contacted at 402-329-4677.

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or

receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver’s employment, and shall include

the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

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

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

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

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

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Review Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district’s drug testing program and procedures; (4) an employer’s report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

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

Adopted on: June 12, 2023

4004
Employment of Relatives, Domestic Partners and Significant Others

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

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

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4005
Communication Between the Board and District Employees

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4006
Insurance

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4007
Personnel Records

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4008
Outside Employment

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

2. Tutoring

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

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

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

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

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

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

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

7. Sale of goods or services by employees.

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

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

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

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4009
Restrictions on Employees Receiving Gratuities

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4010
Inclement Weather

4010
Inclement Weather

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather.

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

Adopted on: July 10, 2017

4011
FAMILY AND MEDICAL LEAVE ACT POLICY

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The board intends this policy to provide certain procedures the district and its employees shall follow in connection with FMLA leave. This policy neither adds to nor attempts to limit the rights to which an employee is entitled under the FMLA. All terms used herein shall have the meaning ascribed to them under the FMLA.

I. Qualifying for Leave

A. Qualified Employees

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

    a. Make the request for leave at a time when the school district employs 50 or more workers;

    b. Have been working for the school district for at least 12 months prior to the request; and

    c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

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

B. Qualified Circumstances Necessitating Leave

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

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

    b. for placement of a son or daughter with the employee for adoption or foster care;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. because of a serious health condition that makes the employee unable to perform the functions of his or her job; or

e. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member a total of 26 workweeks of ***unpaid*** leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:

a. the aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or

daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and

b. the aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a covered service member and the husband and wife employees are both either the son, daughter, parent, or next of kin of such covered service member, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

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

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;

2. medical certification supporting the need for leave due to a serious health condition affecting the employee or family member or to care for a covered service member;

3. second or third medical opinions and periodic re-certifications (at the school district's expense);

4. certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to

active duty) in the armed forces in support of a contingency operation; and

5. periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

1. When leave is needed to care for a family member, for the employee's own illness, or to care for a covered service member, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

2. Leave Taken at the End of the Semester

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

   b. If an employee begins leave (except leave for reasons described in paragraphs I(B)(1)(d) and I(B)(1)(e)) less than five weeks before the end of the semester and (i) the period of leave is greater than two weeks and (ii) the employee would return to work during the two-week period before the end of the semester, the school district may require the employee to take leave until the end of the semester.

   c. If an employee begins leave (except leave for reasons described in paragraphs I(B)(1)(d) and I(B)(1)(e)) three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the school district may require the employee to take leave until the end of the semester.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.

2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

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

    a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.

    b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered service member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

    c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

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

    e. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered service member, and when such leave would constitute at least 20 percent of the total number

of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return From Leave

A. Restoration to Position

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

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

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

B. Denial of Restoration

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

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

    a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

    b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;

    c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

    d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

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

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

D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4011.1
Nebraska Family Military Leave Act

The school district shall provide leave to its employees in accordance with the Nebraska Family Military Leave Act (NFMLA). The terms used herein shall have the meaning ascribed to them under the NFMLA. Employees may also qualify for leave under the Family and Medical Leave Act (FMLA), which is detailed in the district's FMLA policy. If an employee qualifies for leave under both the FMLA and NFMLA, any leave taken by the employee will count concurrently toward the leave limits of both.

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and

2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;

2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.

b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.

d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the NFMLA and this policy shall be unpaid leave.

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.

3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must

provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: July 10, 2017

4012
Staff Internet and Computer Use

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

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

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

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

3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.

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

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.

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

3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.

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

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any

electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

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

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

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

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

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

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

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

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986,

as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: 6/11/18

4013
Grievance Procedure

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

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

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

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

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

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

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

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory

to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

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

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

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

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

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

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

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed

to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

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

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

Bad Faith or Serial Filings. The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: 6/11/18

4014
Employment-Related Sexual Harassment

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

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

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

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

person who feels harassed should report the conduct or communication using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

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

Sexual harassment of students is addressed in a separate policy.

Adopted on: 6/11/18

4015
Prohibition Against Employment of Board Members as Teachers

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-544 of the statutes prohibits a board member from being employed as a teacher in a school district where he or she also serves on the board.

The board will allow a member of the board of education to be employed by the school district in a non-teaching capacity, including substitute teaching. Board members who are also employed by the district are strictly prohibited from discussing any issue with students, staff or parents in their capacity as an employee that may come before the board. Board members who are employed by the school district must fully comply with Policy 2005: Conflict of Interest.

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

Adopted on: July 11, 2016
Revised on: _____
Reviewed on: _____

4016
Jury Duty/Service as Witness in Court

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4017
Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations. The board will negotiate with organizations that have been certified or recognized in accordance with public employee bargaining statutes. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

The district will allow professional employee organizations to make reasonable use of district facilities for meetings outside the district's and the employees' work hours. With administrative approval, organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district email and mailboxes for delivery of information specific to the organization. Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Adopted on: July 13, 2026

4018
Corporal Punishment

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4019
Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee may be established through the collective bargaining process.

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

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

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

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

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

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

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

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

The workplace injury prevention and safety committee will confer with the district's crisis team and will review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: July 13, 2026

4020
Copyright Policy

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4022
Certification and Endorsements

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4023
Professional Ethics

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4024
Teachers' Rights, Responsibilities and Duties

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4025
Superintendent

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

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

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

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

The superintendents other duties include, but are not limited to, the following:

1. Maintain high standards of student conduct and enforce discipline as necessary, according due process to the rights of students.

2. Develop and implement in-service training of teachers, with special responsibility for staff administrative procedures and instruction.
3. Prepare a school calendar for board adoption.
4. Recommend changes in board policy.
5. Be responsible for implementation of board policy.
6. Serve a vocational director.
7. Serve as transportation director.
8. Enforce the negotiated agreement.
9. Supervise the lunch program.
10. Supervise the teaching staff and evaluation.
11. Supervise the guidance program.
12. Supervise extra-curricular activities.

Adopted on: August 10, 2015
Revised on:
Reviewed on:

4027
Part-Time Certified Employees

Percentage of Time. The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.

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

Salary. The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association.[1] The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

Horizontal Movement on the Salary Schedule. A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule, and according to the applicable district policies.

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4028
Substitute Teachers

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4029
Salary Schedule for Certificated Employees

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

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

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

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

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

Vertical Advancement. A teacher may advance a maximum of two steps vertically on the schedule in any year.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4030
Evaluation of Certificated Employees

All certificated employees to be evaluated shall be notified annually in writing. A certified administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each probationary certified employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is a superintendent, he or she shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

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

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

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4031
Evaluation of Probationary Certified Employees

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

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4032
Professional Growth

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

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

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

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

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4034
Teacher Handbook

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4037
Reduction In Force

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

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

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

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

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

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

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

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

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

b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.
d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

6. **Current Teaching Certificate.**
   a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.
   b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

7. **Address Records.**
   a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
   b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4038
Classified Staff Defined

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4039
Employment of Classified Staff

The superintendent or designee shall hire classified staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations. The superintendent or designee may, but is not required to, conduct a criminal background check on any classified staff applicant, provided that such check shall occur only after the school district has determined that the applicant meets the minimum employment qualifications. This policy shall not prevent the school district from requiring an applicant to disclose his or her criminal record or history relating to sexual or physical abuse prior to any minimum employment qualification determination.

The superintendent or designee shall discipline and discharge classified staff as appropriate.

Adopted on: July 21, 2014
Revised on:
Reviewed on:

4040
Employment Terms for Classified Staff

Terms of employment for classified staff shall be set out in their employment contract.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4041
Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

I. Staff Expectations in Dress and Appearance

A. General Expectations in Dress and Appearance

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.

2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

B. Unacceptable Forms of Dress and Appearance

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
   - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
   - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
   - Shorts, except when teaching physical education class or at athletic or other activity practices.
   - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
   - Hats, except when worn outside for sun coverage.
   - Rubber soled 'flip flop' thong sandals.
   - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
   - Any attire which is immodest or may distract other

employees or students in the learning environment.

II. Enforcement

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action.

Adopted on: July 10, 2017

4042
Employee Social Security Numbers

Nebraska law prohibits employers from using or publishing an employee's social security number except under certain specified circumstances. This district shall comply with this law and take reasonable steps to protect the confidentiality of employees' social security numbers. However, neither state law nor this policy prohibits the district from using the last four digits of an employee's social security number as an employee identification number or in any other reasonable manner.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4043
Professional Boundaries and Appropriate Relationships Between Employees and Students

School district employees and student teachers or interns ("employees") are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Sexual Relationships Prohibited. Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

Grooming Prohibited. Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

Communication Between Employees and Students. The preferred methods for employees to communicate with students are in person, school email, and other preferred modes of communication. Employees may use the following personal communication systems to

communicate with students: school email accounts, remind, school beacon, canvas, and other approved personal communication systems. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

Reporting a Policy Violation. Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or Nde.investigations@nebraska.gov.

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (402) 329-4230, the county sheriff at (402) 329-6346, or the Nebraska State Patrol at (402) 471-4545.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive

and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation Prohibited. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

Policy Violations. Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

Policy Verification. Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

No Limits on Reports to NDE. Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: October 7, 2020

4044
Staff Election Conduct

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

The following activities are prohibited during an employee's work time (including duty-free lunch and planning periods):

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.

2. Discussing with students opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.

3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).

4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.

5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.

6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any school district resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.

2. Using school district property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.

3. Spending district funds to urge votes to vote for or against a candidate or ballot proposition

4. Requiring employees to engage in political campaign activities as part of their job duties.

5. Providing employees with additional compensation or benefits for engaging in political activities.

6. Representing an employee's personal political position as the position of the school district or the board of education.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4045
Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: June 12, 2023

4046
Internet Searches Regarding Potential Employees

Members of the administrative team or of a hiring committee (hereinafter "the committee") may conduct internet research about job applicants by using the following protocol, except that no criminal history record information check shall be made until the school district has determined that the applicant meets the minimum employment qualifications:

1. The committee may Google candidates' full names and any aliases. Other search engines such as Yahoo or Bing may also be used. The committee may also search candidates' full names and any aliases on Facebook, MySpace, LinkedIn, Twitter, YouTube, SocialMention and other social networking websites.

2. All applicants or all finalists must have the same research conducted about them. For example, if the committee conducts a search on Google using the name of one applicant in order to determine whether to include that applicant in the list of finalists, the committee must also conduct an identical search of all applicants' names.

3. The committee may not use deception to gain access to applicants' social networking pages, blogs or other on-line media.

4. The committee must take reasonable steps to verify the reliability of the information obtained in the search, including consulting with the applicant for confirmation of accuracy, if appropriate.

5. The committee will consider the following information to be relevant in making hiring decisions about an applicant based on information obtained through internet research:

    a. Disparaging remarks made about current or former co-workers, supervisors or employers,

    b. Discriminatory, harassing or demeaning behavior or comments,

    c. Unprofessional, lewd or obscene behavior or remarks,

    d. Criminal activity

e. Information which indicates the applicant will or will not be able to perform the essential functions of the position sought,

f. Information which indicates that the applicant is particularly suited or unsuited to the position sought.

6. The committee will retain documents to demonstrate its compliance with this policy with other documentation relevant to the job search.

Adopted on: July 21, 2014
Revised on:
Reviewed on:

4048
Assessment Administration and Security

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

1. Assessment Responsibilities

a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:

- overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;

- obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;

- informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and

- signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.

b. Every classroom teacher or other staff member who administers assessments is responsible for:

- complying with the Nebraska Student-Centered Assessment System Security Procedures;

- taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

2. Security Violations and Cheating

a. Classroom assessments

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

b. State Accountability Tests

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: July 8, 2019

4050
Overtime and Compensatory Time

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

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the district shall pay him/her at the rate of one and one-half (1½) times his/her regular rate of pay for each additional hour of overtime. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the district's operations.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular hourly rate paid to the employee during the last three years of his/her employment, or (2) the final regular hourly rate paid to the employee, whichever is higher.

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

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4051
Staff and District Social Media Use

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.

2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.

3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Bluejay Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.

3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.

4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about

appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

1. Staff may use social media for instructional purposes.

2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.

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

C. Unacceptable Use

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.

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

3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;

3. Contains threatening, harassing, or discriminatory words or phrases;

4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or

5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Adopted on: July 11, 2016
Revised on: _____
Reviewed on: _____

4052
Job References to Prospective Employers

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.
If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

Employees Suspected of Sexual Misconduct Against a Minor or Student

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: July 8, 2019

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:

   a. Business with which an employee is associated shall include the following:

      (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

      (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.

   b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

   c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

   a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more,

in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.

c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

a. An employee may employ or recommend or supervise the employment of an immediate family member if:

(1) The employee does not abuse his or her position.

(a) Abuse of official position shall include, but not be limited to, employing an immediate family member:

(i) who is not qualified for and able to perform the duties of the position;

(ii) for any unreasonably high salary;

(iii) who is not required to perform the duties of the position.

(2) The employee makes a reasonable solicitation and consideration of applications for employment.

(3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.

(4) The board approves the employment or supervisory position.

b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.

d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

   a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

   b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.

   c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.

   d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

   e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: July 10, 2017

4054
Reporting Child Abuse or Neglect

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately.

2. The principal and the school nurse and/or the school guidance counselor shall, whenever possible, investigate the concern within 24 hours of receiving the initial report. The school staff shall endeavor to conduct this investigation in a manner that does not interfere with any current or future investigation by law enforcement. When the principal determines that a report should be made through the district, he or she shall make a report to the office of social services or law enforcement. The principal shall inform the employee(s) who made the initial report whether he or she has made a report to the office of social services or law enforcement. If no such report has been made, the employee(s) shall file such a report if he, she or they have reasonable cause to believe that a child has been abused or neglected.

3. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school

employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4055
Head Teacher Position

The Board of Education finds that in order to provide for the effective management of the school system, to provide for harmonious working relationships among teaching staff, and to facilitate coordination of curriculum and extracurricular instruction, the district may create the position Head Teacher.

1) Assignment and Compensation
   a) The Superintendent shall recommend an existing staff member to the Board of Education and the board shall approve or disapprove that recommendation. If the board disapproves the Superintendent's recommendation, the Superintendent shall recommend another candidate.
   b) The assignment of a staff member to the position of Head Teacher shall be for the upcoming school year only, although the same teacher may be reassigned to the position for as many successive years as the Superintendent and Board determine to be appropriate.
   c) The Head Teacher assignment is not a part of the teacher's basic teaching contract with the district, and is not subject to any of the provisions of the continuing contract law set forth in section 79-824 through 79-842 of the Nebraska Statutes.
   d) Compensation for Head Teacher duties will be negotiated with the Education Association and listed on the salary schedule for other extracurricular and non-curricular assignments.

2) Duties
   a) The Head Teacher will be the Principal's designee for all circumstances contemplated by board policy or state statute.
   b) The Head Teacher will act as the building administrator when the Principal is absent from the district or otherwise unable to perform administrative duties.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education.

Adopted on: July 13, 2026

4057

SUPERINTENDENT EVALUATION

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. The first year evaluations shall take place (1) at or prior to the October board meeting, and (2) at or prior to the January board meeting. Annual evaluations shall take place at a board meeting held during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to individually evaluate the superintendent and complete an evaluation document. The board shall compile the individual evaluations into a single evaluation, provide a copy to the superintendent, and discuss it with him or her. The superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal or cancellation of the employment contract.

Adopted on: December 9, 2013
Revised on:
Reviewed on:

4058
Confidentiality in Counseling and Guidance

The school district provides students with a certificated school guidance counselor. Information that students provide to counselors is confidential but not legally privileged. The counselor will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor will also contact parents and law enforcement officials as appropriate, provided that a counselor who has reasonable cause to believe that a child has been subjected to child abuse or neglect shall review and follow the district's policy on reporting child abuse and neglect.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

When a counselor is in doubt about what information to release, he or she should discuss the matter with the building principal or with the superintendent.

Adopted on: August 10, 2015
Revised on:
Reviewed on:

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: June 12, 2023

4060
School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Be at least 19 years of age.

School personnel must notify the superintendent or his or her designee about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;

- If the citation or conviction occurred within the last 2 years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated 6 points or more under an operator's license point system within the last 2 years.

The superintendent or his or her designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or his or her designee will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee's duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a physician) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the superintendent or his or her designee as soon as practicable, but no later than 24 hours of receipt. The superintendent must report his or her accidents, infractions, violations, or citations to the board president.

Adopted on: July 10, 2017

4061
Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a

medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: July 10, 2017

4062
Locker Room Supervision

Staff members, coaches, sponsors, and students must comply with the requirements of this policy while using locker rooms at the school district or at other locations.

Staff members, coaches, and sponsors must appropriately supervise students in locker rooms and other locations where students dress, change, or engage in similar activities. This supervision must occur at all times during curricular and extracurricular activities and includes, but is not limited to, the following:

- Entering and walking through the entire locker room at regular and irregular intervals to provide direct supervision and to assess student behavior.
- Maintaining an orderly locker room free from "horseplay" and other prohibited conduct.
- Maintaining a visual presence.
- Adequately addressing any misbehaviors.
- Escorting students to and from the locker room and the activity or instructional area.
- Unlocking the locker room so that students may enter, and locking the locker room after all students have exited the locker room.
- Searching the locker room to determine that all students have exited the locker room before locking it.
- Ensuring that the locker room remains locked during any activity.

If a student is found missing during an activity, the staff member, coach, or sponsor or adult designee shall check the locker room for the missing student.

The locker room must be locked at all times when unsupervised.

Only students whose team or activity is currently playing or are in-season or who are involved in a school-sponsored activity that requires or allows presence in the locker room are allowed access to the locker room before or after the regular school day.

Students are not allowed to enter or reenter the locker room without appropriate supervision.

If the staff member, coach, or sponsor is the opposite sex of the students, he or she may designate another adult of the same sex as the students to provide the required locker room supervision. This delegation does not

remove ultimate responsibility from the staff member, coach, or sponsor who is subject to the obligations under this policy to ensure that such obligations are met. By allowing their students to participate in an activity with a cross-gender coach, parents/guardians consent to the entry of the staff member or his or her designee into the locker room at any time as necessary to maintain student safety and order.

Staff members, coaches, and sponsors must remain with students until they are picked up by the parent, guardian, or other authorized person or the student leaves in his or her own transportation. Students must never be left unattended after a game, practice, or other school-sponsored activity. In other words, the staff member, coach, or sponsor should be the first one to arrive at the activity and the last one to leave.

Cell phones and other devices with visual or auditory recording capability may not be used in the locker room at any time or for any reason.

Under no circumstance may a staff member, coach, or sponsor delegate any responsibility under this policy to a student or other minor.

School administrators or their designees may make random checks to assess policy compliance.

Adopted on: July 13, 2020

4063
Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional

development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days

If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed prior to the first regular duty day for teachers for the impending contract year. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on: December 13, 2021

4064
Staff Use of AI Tools

As used in this policy, artificial intelligence tools ("AI Tools") means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district's policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district's administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor's privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

Adopted on: July 13, 2026

4065
Early Separation Incentive Program

A. Purpose

The Separation Incentive Program (Program) is intended to provide financial assistance to eligible certificated employees who are separating from employment.

B. Qualifications

1. Certificated Employee: To participate, a person must be a teacher or administrator certificated by the Nebraska Department of Education.

2. Full-Time Equivalency: Employees, whether full-time or part-time, may participate in the Early Separation Incentive Program.

3. Minimum Years of Service: To be eligible for this program, an employee must have completed at least twenty (20) years of service as a certificated employee in a public or parochial school system. At least ten (10) of those twenty (20) years of service must have been "credited service" in the employment of Pierce Public Schools. Credited service shall be defined as employment with Pierce Public Schools as a certificated employee. Unless otherwise required by law, Board-approved leave for military service, for a sabbatical or for 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 service for the purpose of meeting the twenty (20) year and ten (10) year requirements, part-time employment is equal to full-time employment.

4. Enrollment Period: An applicant will have a three-year period to apply for participation in the program. This period will begin in the school year in which the applicant meets the eligibility requirements for Nebraska Public Employees Retirement System benefits. It will continue for the following two school years after which time it will terminate. A current employee who meets the requirements in paragraph nos. 1-3 above and who has already met the eligibility requirements for Nebraska Public Employees Retirement System benefits during the 2014-15 school year shall be eligible to apply by March 1 of 2015, 2016, and 2017 after which time the application period will terminate.

C. Enrollment Requirements

1. Resignation: Participants in the program must resign their positions with the school district effective at the close of the school year prior to the school year of separation in consideration for the benefits outlined in paragraph D below.

2. Application: An applicant must submit a signed application and agreement to the Superintendent on or before March 1st of the school year preceding the school year of separation. The Superintendent shall review the employee's employment record to determine whether the employee is eligible for the program.

3. Employee's Ineligibility: An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in the program unless (1) the notice of termination or cancellation is withdrawn by the Superintendent, or (2) after a hearing before the board of education, the board determines that said employee's employment should not be cancelled or terminated.

D. Benefits

1. Calculation of Benefit:

A. The benefit to be paid to an employee who has been approved for early separation shall be based on the employee's teaching or administrative contract salary during the last contract year. For teachers, contract salary refers to salary paid from the salary schedule. It includes salary paid for an extended contract but excludes other salary payments such as for extra duties, and fringe benefits. For administrators, contract salary refers to the salary stated on the administrator's contract, but excludes other payments such as for extra duties and fringe benefits.

B. The benefit to be paid under this program shall be an amount based on the employee's contract salary for last year of service, multiplied by the number of years of "credited service" (as that phrase is defined paragraph B(3)), multiplied by one and one-half percent (1.5%). For example, for an employee with a contract salary of $30,000 and twenty-five (25) years of credited service, the benefit will be $30,000 (contract salary), multiplied by 25 (years), multiplied by .015 (1.5%), for a total benefit of $11,250.00.

2. Payment of Benefit: The benefit shall be paid into a Health Retirement Account (HRA) designated by the employer in two (2) equal payments on September 20th of the calendar year of the employee's resignation, and on January 20th of the following calendar year. The employee and board of education may, by mutual agreement, schedule the payment of the benefit in more than two (2) payments, or may vary the amounts of the payments, so long as the first payment does not exceed fifty percent (50%) of the total benefit.

3. Limitation on Payment: The board of education shall, in its sole and unfettered discretion, determine whether any early retirement incentive program payments will be made in a particular year, and shall determine the total amount of such payments.

4. Source of Funds: The school district shall pay the entire cost of the plan.

5. Administration: This plan shall be administered by the board of education by and through the administration of the school district.

6. Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated.

7. 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.

E. Administration:

1. Basis for Benefits: Benefits shall be calculated as set forth in paragraphs D(1)(a) and (b).

2. Application and Waiver: An employee who elects to participate in the early separation incentive program shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that Pierce Public School's early separation incentive program is totally voluntary in nature and provides each employee at least forty five days (45) to consider the ramifications of participation in the program before making a decision. The Application and Agreement shall also include a specific Waiver and Release of Claims as set forth on Exhibit A. The employee shall be allowed to revoke the Application and Agreement at any time within seven (7) calendar days after signing the Agreement.

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 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 equivalent years of employment in the district as an employee. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time basis would be credited with half a year of full-time equivalent employment. A break in service will not terminate an employee's seniority and length of service under this provision; however, unless otherwise required by law, 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 of education 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.

(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 initial 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 that was submitted earlier.

An employee's application for voluntary separation is in itself not a resignation of a contract with the school district. However, the board's approval of an employee's application for voluntary separation will be considered a voluntary resignation and termination of the employee's continuing contract. Should the board not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee of the

school district unless he or she otherwise resigns or the employee's contract is terminated for just cause.

Approved June 13, 2005
Reviewed December 11, 2006
Revised February 12, 2007
Revised October 13, 2014
Revised February 9, 2015

Exhibit A

Early Separation Incentive Program
Application and Agreement

This Agreement is made this ___ day of _____, 20__, between Pierce Public Schools (hereinafter referred to as the "School District") and _____ (hereinafter referred to as the "Employee").

Recitals

1. The School District has established a Voluntary Early Separation Incentive Program (hereinafter referred to as the “Program”) for the purpose of rewarding eligible employees who are considering an early separation in their employment plans;

2. The Employee desires to participate voluntarily in the program sponsored by the School District;

3. The Employee has a full-time equivalency of _____% for the current school year; and

4. The Employee has completed at least twenty (20) years of service as a certificated employee in a public or parochial school system. At least ten (10) of those twenty (20) years of service have been “credited service” in the employment of Pierce Public Schools.

Terms of Agreement

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth above, hereby agree as follows:

5. **Incorporation of Board Policy:** This Agreement is made pursuant to the policy of the Board of Education titled “4059 Early Separation Incentive Program.” The provisions of that policy existing at the time that this Agreement is signed are incorporated by this reference and made a part of this Agreement.

6. **Employee Resignation**: Subject only to the Board of Education’s approval of Employee’s application to participate in the program, the Employee voluntarily, unconditionally, and irrevocably (1) resigns his/her teaching position with the School District effective at the end of the current contract year; (2) waives any and all further notice or action by the Board of Education to terminate the Employee's continuing contract; and (3) waives any and all rights the Employee may have under NEB. REV. STAT. §§ 79-824 to 842, as those statutes now exist or as they may be amended. The Employee further authorizes the School District to advertise for and contract with a replacement employee for employee's position for the next school year. Approval of this Agreement by the Board of Education shall constitute an acceptance of the employee’s resignation.

7. **Benefit**: In consideration for the Employee's resignation set forth in paragraph 1 above, the Employee shall receive the following benefits, to-wit:

(a) **Computation of Benefit:** The employee shall be paid the sum of $_____, which was calculated by multiplying the Employee's salary for the last year of service (not including fringe benefits or extra-duty pay) by the number of years of credited service and then by 1.5%.

(b) **Payment of Benefit**: The benefit to be paid to a Health Retirement Account (HRA) designated by the Employer shall be paid in two equal payments. The School District shall pay the first payment on September 20th following the date on which this agreement is executed. The second payment shall be made on January 20th of the following calendar year.

(c) **Alternative Plan:** The Employee and the School District may vary the amounts of the payments, so long as the first payment does not exceed fifty percent (50%) of the total benefit amount. If the parties elect an alternative plan, they agree that the benefit amount shall be paid as follows:

_____
_____
_____
_____
_____
_____

8. **Limitation on Participation**: The Employee understands that the Board of Education, in its sole and unfettered discretion, shall determine whether any program payments will be made in a particular year, and shall determine the total amount to be budgeted for such payments. The Board of Education, in its sole discretion, shall determine the number of applications to be approved in any given year. If the Board of Education receives more applications for early separation than it approves, it shall approve the applications on the basis of the criteria set out in board policy.

9. **Beneficiary Designation**: In the event of the Employee's death, any sum of money otherwise due to the Employee under the terms of this Agreement will be paid to the following designated beneficiary pursuant to the provisions of this Agreement.

Beneficiary:

_____

Address:

_____

Social Security Number:

_____

10. **Employee's Voluntary Act:** The Employee acknowledges that he/she has had forty-five (45) or more days to consider the ramifications of participation in the program; that his/her participation in the program is voluntary; and that he/she was not coerced in any manner to participate in the program. The Employee acknowledges having been advised in writing by this Agreement to consult an attorney regarding his/her execution of this Agreement.

11. **Waiver and Release of Claims**: In consideration of the promises and payments specified in this Agreement, the Employee releases the School District and its officers, directors, employees, agents, representatives, successors and assigns from all claims, demands and actions, past, arising out of and/or related to, in any way, directly or indirectly, his/her employment with the School District, the termination of that employment, and/or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended; claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988; the Americans with Disabilities Act; § 504 of the Rehabilitation Act; the Family and Medical Leave Act of 1993; all claims or rights relating to discrimination on the basis of race, color, religion, sex, disability, handicap, or national origin; all claims for the violation of state or federal constitutional rights; claims for breach of contract; tort claims of any nature; claims or rights of whatever nature arising under any other state or federal law arising out of his or her employment or contractual relations with the School District or his or her resignation of employment; and claims for attorney fees.

The Employee understands and acknowledges that, by giving up claims against the School District, he/she also gives up any claims that he/she may have against its predecessors, successors, subsidiaries, and affiliates, and any and all officers, directors, employees, and agents of the School District arising out of any actions, conduct, decisions, behavior, omissions, or events occurring up to the date hereof. The Employee further covenants not to institute any proceedings against the School District or any of the above-mentioned released persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released. This Waiver and Release is given in exchange for consideration in addition to what the Employee is already entitled to receive from the School District. The Employee acknowledges that he/she has been advised in writing to consult with an attorney before signing this Early Retirement Incentive Program Agreement. Certificated Employee further acknowledges having had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims.

12. **Revocation and Cancellation of Agreement**: The Employee may cancel this Agreement by delivering notice in writing to the superintendent of schools within seven (7) calendar days after the Agreement was signed by the Employee stating that the Employee is exercising his or her right to cancel the Agreement.

Dated: _____

_____
Employee

Dated: _____

_____
President, Pierce Public Schools Board of Education